**Public Tender No. 120\_/2019, For the Purchase, Delivery, Installation of a Hyperbaric Chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center**

1. The Health Corporation of the Tel Aviv Medical Center (Hereinafter: The Commissioning Entity) is requesting bids for the purchase, delivery, installation and maintenance of a hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center (Hereinafter: The Equipment), all as detailed in the Public Tender Documents.
2. The Public Tender Documents can be obtained at the Commissioning Entity’s offices, at 6 Weizmann Street, Tel Aviv, 7th Floor, on Sundays - Thursdays between 08:00 and 14:00 and this commencing from 14.8.19.
3. One winner will be selected in the Public Tender, according to the criteria detailed in the Public Tender. The Commissioning Entity does not undertake to accept the cheapest bid or any given bid. The Commissioning Entity may cancel or broaden or reduce the scope of the Public Tender, due to budgetary and/or administrative and/or organizational and/or other reasons, of its discretion.
4. From the Bidders only the Bidders who meet the following requirements will be chosen (Threshold Conditions):
   1. The equipment will have valid MED approval or submission of a reference for a MED application. In the event and by up to one month of submitting the bid or up to the date the systems are to be delivered, according to the circumstances and the Tenders Committee’s discretion, the MED approval is no submitted the Committee may disqualify the bid and choose another bid.
   2. The equipment has valid CE approval and/or FDA approval according to Standard 14931 EN.
   3. The Equipment Manufacturer has valid approval for Standard ISO 9001.
   4. The Equipment Manufacturer has valid approval that it complies with Standard ISO 13485to assure quality of the medical equipment.
   5. The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13445
   6. The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13480
   7. The Equipment Manufacturer has valid approval that the system responsible for the patients breathing in the hyperbaric chamber conforms to Standard EN-14931
   8. The Equipment Manufacturer has valid approval that the fire-mist spraying system conforms to Standard EN16081
   9. The equipment is designed to treat 18 patients at the same time and its external dimensions does not exceed: 2.5 meters width and height and 13 meters long.
   10. The Equipment Manufacturer has proven experience in executing at least 10 installations in the last five years of a Multiplace hyperbaric chamber system in Israel or overseas.
   11. The Bidder (if it is a registered corporation in Israel) has VAT authorities approval pertaining to the Bidder being an authorized dealer and all the approvals required under the Public Bodies Transactions Law, 5736 - 1976.
5. The provisions and conditions contained in the Public Tender booklet, are an integral part of the Public Tender conditions.
6. Subject to the Public Tender conditions, the Public Tender will be conducted in stages whereby within the framework of the competition stage, the Commissioning Entity will conduct negotiations with the Bidders or any one of them, before determining the winning bid.
7. A Vendors Convention will be held on 10.9.19 at 19.00. The meeting point will be at Tel Aviv Medical Center, 6 Weizman St. Tel Aviv, in the conference room in the construction department. Participating in the Vendors Convention is not mandatory
8. The last date to insert bids into the Public Tenders box was set for 22.10.19 at 12:00.

**The Health Corporation by the Tel Aviv Sourasky Medical Center**

**Public Tender No. \_120\_\_/** 2019

**Public Tender for the Purchase, Delivery, Installation and Maintenance of a Multiplace Hyperbaric Chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center**

1. The Health Corporation of the Tel Aviv Medical Center (Hereinafter: The Commissioning Entity) is requesting bids for the purchase, delivery, installation and maintenance of a hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center (Hereinafter: The Equipment), all as detailed in the Public Tender Documents.

2. The Public Tender Documents can be obtained at the Commissioning Entity’s offices, at 6 Weizmann Street, Tel Aviv, 7th Floor, on Sundays- Thursdays between 08:00 and 12:00 and this commencing from 14.8.19.

A Vendors Convention will be held on 10.9.19 at 19.00. The meeting point will be at Tel Aviv Medical Center, 6 Weizman St. Tel Aviv, in the conference room in the construction department. Participating in the Vendors Convention is not mandatory. Technical representatives of the Bidder are requested to attend the Convention for the purpose of obtaining information from the professional entities of the Commissioning Entity and to digest the infrastructures and computerization issue.

3. Only a Bidder who, on the date the bids are submitted in the Public Tender, complies with all the conditions detailed below, will be entitled to participate in the Public Tender:

* 1. The equipment will have valid MED approval or submission of a reference for a MED application. In the event and by up to one month of submitting the bid or up to the date the systems are to be delivered, according to the circumstances and the Tenders Committee’s discretion, the MED approval is no submitted the Committee may disqualify the bid and choose another bid.
  2. The equipment has valid CE approval and/or FDA approval according to Standard 14931 EN.
  3. The Equipment Manufacturer has valid approval for Standard ISO 9001.
  4. The Equipment Manufacturer has valid approval that it complies with Standard ISO 13485 to assure quality of the medical equipment.
  5. The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13445
  6. The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13480
  7. The Equipment Manufacturer has valid approval that the system responsible for the patients breathing in the hyperbaric chamber conforms to Standard EN-14931
  8. The Equipment Manufacturer has valid approval that the fire-mist spraying system conforms to Standard EN16081
  9. The equipment is designed to treat 18 patients at the same time and its external dimensions does not exceed: 2.5 meters width and height and 13 meters long.
  10. The Equipment Manufacturer has proven experience in executing at least 10 installations in the last five years of a Multiplace hyperbaric chamber system in Israel or overseas.
  11. .
  12. The Bidder (if it is a registered corporation in Israel) has VAT authorities approval pertaining to the Bidder being an authorized dealer and all the approvals required under the Public Bodies Transactions Law, 5736 - 1976.

4. The entity submitting a price quotation must attach to its bid, the documents detailed in the body of the Public Tender, including but not limited to the following documents:

4.1 Documents attesting to compliance with the threshold conditions and in relation to the Bidder’s experience, in relation to the equipment it proposes and in particular a list of customers with who the proposed equipment was installed with them.

4.2 All the data in relation to the equipment it proposes as detailed in the Public Tender documents and in particular in Appendix A to the agreement “The Technical Specification”. If the proposed equipment exceeds that detailed in Appendix A, with respect to its features and/or characteristics, this must be stated.

4.3 The configuration of the designated equipment includes items, catalogue numbers, description and quantity.

4.4 Detailed technical specifications of the designated equipment and details pertaining to it conforming to the requirements in Appendix A including details of the points which, in its opinion, the performances of the propose equipment exceeds that requested in this specification.

4.5 Details of all the preparation works required to install the equipment (if it wins, then this appendix once approved by the Commissioning Entity will be Appendix A3 to the Agreement).

4.6 Details of the different types of maintenance of the designated equipment.

4.7 Infrastructure requirements to install the device (power, UPS, water, sewerage, construction, dimensions, air conditioning)

4.8 The Manufacturer’s Declaration, as set forth in Appendix A5.

The Commissioning Entity may, however is not obligated, disqualify a bid if all the documents detailed below and/or some of them are not attached to it.

5. The provisions and conditions contained in the Public Tender booklet, are an integral part of the Public Tender conditions.

6. The bid will be valid for 120 days following the effective date to submit bids to the Public Tender. If by the end of the said 120 days a winner or winners is/ are not chosen in the Public Tender, the bids that were submitted to the Public Tender will be considered as continuing to be valid unless the Bidder notifies the Commissioning Entity to the contrary, in writing. If a Bidder gives notice that it is withdrawing its bid, the withdrawal will apply from the time the bid is received by the Commissioning Entity, as stated above.

7. The bid must be inserted into the Public Tenders box at the Health Corporation of the Tel-Aviv Medical Center’s offices at, 6 Weizmann Street Tel Aviv, Old Building, Floor 7, by 22.10.19 at 12:00.

All the invitation to treat and bid documents will be submitted in Three (3) copies to be placed in a sealed and signed envelope stating on it “Bid for the purchase, delivery, installation and maintenance of a hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center “

8. Written clarification questions may be sent to email: [michraz@tlvmc.gov.il](mailto:michraz@tlvmc.gov.il) or   
by fax: 03-6973786, by 26.9.19.

8.1 Clarification questions relating to this Public Tender and its documents will be submitted by email or fax. The Bidder is responsible to verify that the email message was received.

8.2 The Commissioning Entity’s answers will be distributed to the participants via email or any other manner that is decided upon. The format of the answers and the updates, insofar as applicable, will constitute the binding format of the Public Tender documents and an integral part thereof.

8.3 The Bidder will notify the Commissioning Entity of any conflict, nonconformity and/or ambiguity that is discovered, if discovered, by it in the Public Tender documents and this by the last date to submit clarification questions.

8.4 It is clarified that the participant will not be entitled to raise any argument in connection with the Public Tender documents after the last date to submit clarification questions.

9. **Except in Appendices A (in the places the Bidder is required to complete details) and B (price quotation) to the agreement attached to the Public Tender documents**, the Bidder will not enter any comment or reservation in the body of the Public Tender documents, and will not make any changes to them. Making changes and/or entering reservations as stated above and/or any other deviation from the Commissioning Entity’s instructions pursuant to the Public Tender documents may cause the bid to be disqualified of the Commissioning Entity’s sole discretion. The Commissioning Entity may disregard any comment and/or reservation with regard to the Public Tender documents that is attached to the bid as if not expressed and to accept the bid as submitted in the Public Tender documents and not subject to that comment and/or reservation. Similarly, the Commissioning Entity may disregard any document attached to the bid that is not part of the Public Tender documents and/or the documents to be attached to the bid that are required under the Public Tender conditions.

The provisions in Section 9 above, do not derogate from the Commissioning Entity’s right, of its sole discretion, to disqualify a bid that was submitted not in accordance with the Public Tender conditions.

10. The Commissioning Entity may cancel or broaden or reduce the scope of the Public Tender, due to budgetary and/or administrative and/or organizational and/or other reasons, of its discretion.

11. One winner will be selected in the Public Tender, according to the criteria detailed below.

12. Without derogating from the Commissioning Entity’s discretion, choosing the winning bid will be done in three stages:

**Stage A** - the bid will be examined according to the following parameters:

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| **Quality and Service** | | | 30% |
|  | | |  |
| **The Manufacturer ’s Experience** | | 7% |  |
| Number of installations (in Israel and around the world) and the number of years of activity in manufacturing hyperbaric chambers for medical needs | 5% |
| Proven experience in Israel in operating and maintaining hyperbaric chambers for medical therapy. | 2% |
| **Technological And Operational Evaluation Of The System** (\*): | | 15% |
| The complexity of the infrastructures that the Commissioning Entity must prepare to install the system and operate it  (pursuant to the Commissioning Entity’s engineers opinion) | 4% |
| The System’s Reliability -  downtime for the purpose of maintenance and faults (pursuant to customers reports) | 4% |
| Operating Convenience  (Pursuant to customers opinions and the professional team’s evaluation) | 3% |
| The examining team’s impression of the technology quality of the system | 4% |  |
| **The Service Provider’s Evaluation** | | 8% |
| Professionalism - evaluation of the know-how, professional experience and manpower qualifying the Bidder to execute the maintenance of the proposed system. | 4% |  |
| Response times to handle faults (pursuant to the customers opinion) | 2% |  |
| Performance Level of regular maintenance (pursuant to customers opinion) | 2% |  |

**Stage B** - only a Bidder who receives a weighted score of 85% and over in Stage A will progress to Stage B wherein the bid will be examined according to the following parameters:

1) The comprehensive score the Bidder received in Stage A - 30%

2) Price – 70%

The price will be calculated according to the system price - 90% (Appendix B - Section 1)

The Maintenance Price - 10% (Appendix B - Section 2)

**Stage C** - up to three Bidders receiving the highest score according to the criteria detailed above in Stage B, pursuant to the Commissioning Entity’s determination, will progress to Stage C, within the framework of which an additional competitive procedure will be conducted between the Bidders including negotiations over the price and the option of submitting corrected bids advantageous to the Commissioning Entity (including but not limited to the price), to receive a higher score than they received in Stage B. It is clarified that the Commissioning Entity of its absolute discretion may waive Stage C and/or have less than three Bidders progress to Stage C, if it thinks that this will be beneficial to the Commissioning Entity and/or to determine a winner at the end of Stage B including but not limited to the Bidder thinking that conducting an additional procedure will delay the project and/or will lead to less favorable bids and/or for any other reason. The Bidders waive any argument and/or demand from the Commissioning Entity if and insofar as it decides on an additional procedure and/or if it is decided not to conduct an additional procedure including a reliance argument and/or any other argument.

13. The Commissioning Entity may, of its absolute and sole discretion, contact a given Bidder (and/or a number of Bidders) to obtain clarifications, explanations or further particulars if they are missing in relation to its bid details and similarly contact recommenders, who the Bidder contacted to obtain their reference.

The provisions above do not compel the Commissioning Entity to request clarifications and/or completions as stated above, and the Commissioning Entity may disqualify bids missing information and/or that are unclear of its absolute and sole discretion.

14. The Commissioning Entity reserves the right to conduct negotiations with the Bidders or any one of them, before determining the winning bid and all as detailed above.

15. Without derogating from the provisions above, the Commissioning Entity may cancel or expand or reduce the scope of the Public Tender, regarding any matter and purpose of its absolute discretion and/or delay execution of the Public Tender and/or parts of it of its discretion.

16. The Commissioning Entity reserves the right, of its sole discretion, to disqualify and/or reject a Bidder’s bid with regard to which the Commissioning Entity had a bad and/or failed experience in recent years, including but not limited to a case of being dissatisfied with its work, a breach of an agreement by the Bidder, suspected fraud, wholly unreasonable claims and the like.

17. The Commissioning Entity reserves the right to disqualify and/or reject the Bidder’s bid, in the case it is of the opinion that while fulfilling the bid, the Bidder acted manipulatively and/or conspired and/or was misleading and/or coordinated and/or engaged in a restrictive practice with another Bidder or disqualified coordination with another Bidder or other party including but not limited to dissuading another party from submitting a bid to the Public Tender or caused another party to submit a higher or lower bid or invoked, by an act or omission an act in bad faith which prejudiced the Public Tender proceedings and fulfilling its purposes. Similarly, the Commissioning Entity may disqualify the Bidder’s bid even if the Bidder received the best score, if and insofar as the Commissioning Entity doubted whether the Bidder’s representations as stated in the Public Tender are correct and/or doubted whether the Bidder is capable of complying with its undertakings as appearing in the Public Tender.

18. The Commissioning Entity may defer the last date to submit bids and to change dates and other conditions in the Public Tender, including but not limited to demanding that the validity of the Public Tender guarantee be extended, of its sole and absolute discretion, provided that it notifies the Bidders in writing of such a change.

19. The Commissioning Entity reserves the right to cancel the Bidder’s win if and insofar as from the data remitted by the Bidder in the information security form the Commissioning Entity is of the opinion that it is doubtful whether the Bidder met the information security requirements of the Commissioning Entity and/or of the Tel Aviv Medical Center.

20. It is agreed that upon the fulfillment of one of the following cases, the Commissioning Entity may terminate the engagement with the Bidder of the bid and/or the winner of the Public Tender:

a. A winding up application was filed or a receiver against the Bidder and/or the Equipment Manufacturer.

b. Liens or charges were imposed over the Bidder’s assets likely to prejudice the Bidder’s functioning.

c. The government ministries, Standards Institute, Ministry of Health or the Ministry of Industry and Trade approvals were revoked.

d. The Bidder did not establish a service structure as detailed in the agreement.

1. .

21. In accordance with Regulation 21(e) to the Public Tenders Duty Regulations, 5753 -1993 a participant may, within 30 days of the date the Public Tender results notice was delivered, peruse the winner’s bid except the parts of the bid which the perusal thereof may, in the Tenders Committee’s opinion, expose a trade secret or professional secret. Therefore, each Bidder must state in its bid, in advance (in its reply to this section) which sections and/or parts of its bid and/or documents attached to its bid are confidential and are not to be presented to the participants in the Public Tender due to them being a trade or professional secret. For the avoidance of doubt it is clarified that such a denotation by the Bidder is not binding on the Tenders Committee and the Tenders Committee has the sole power to decide which of the sections and/or parts in the winner’s bid and/or documents attached to it are confidential and are not to be shared with the participants in the tender due to them being a trade or professional secret.

It is stressed that a Bidder who does not state which sections, parts or documents in its opinion are confidential due to the aforementioned reasons will be deemed to have agreed to reveal its bid. Similarly, the winning price quotation will be open to any participant wishing, within the framework of Regulation 21(e) above to peruse it. A Bidder who denotes sections in its bid as confidential sections will be deemed to have agreed to those sections in the other Bidders bids also being confidential, in the event it wishes to peruse the bids of other Bidders, unless the Commissioning Entity determines otherwise.

22. A Bidder whose bid wins will not be entitled to any additional consideration beyond the consideration detailed in its bid.

23. The Commissioning Entity will not bear any liability for any expense and/or damage the Bidder sustains in connection with preparing the bid and/or submitting its bid, and in particular, and without derogating from the generality of the above, for damages and/or expenses sustained due to its bid not being accepted, or accepted in part and/or the Public Tender being cancelled, whether fully or partially

Sincerely,

The Health Corporation of the Tel Aviv Medical Center

**Participant’s Prospectus - Public Tender No. 120/2019 for the Purchase, Delivery, Installation and Maintenance of a Hyperbaric Chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center**

The participant in the Public Tender must complete the prospectus in accordance with the following details:

1. The Company / Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. I.D. / Private Company/ Public Company/ Authorized Dealer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. The Bidder’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. The Owners Names:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Office Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Name and Telephone Number of the Bidder’s Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Number and details of branches In Israel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Scope of activity in the medical devices field in Israel and around the world:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Professional Departments, and unique fields of expertise \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

12. Number of Employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13. Name of participating representative to be the professional contact person (referent) on the Bidder’s behalf rendering the Company’s services to the Commissioning Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. Name of contact person to directly handle matters *vis-a-vis* the Commissioning Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Parameter** | **Description** |
| The System’s Manufacturer ’s Name |  |
| Model Number |  |
| Manufacturing Country |  |
| Are all the system components manufactured by the Manufacturer?  If no - specify which parts are manufactured by other Manufacturers? Specify their names and manufacturing country. |  |
| The Manufacturer’s experience - how many hyperbaric chambers for medical needs for more than 2 patients the Manufacturer manufactured in total?  How many years of experience does the Manufacturer have in manufacturing hyperbaric chambers? |  |
| Description of the structure of the system:  a. Description of the structure of the hyperbaric chamber including external dimensions, internal dimensions and weight.  b. Description of the control and command system action. What are the area and infrastructure requirements?  c. Description of the equipment in the machines room to be provided together with the system for the purpose of its operation while referencing redundancies. |  |
| Does the chamber come as one unit or assembled. |  |
| List of materials from which the system is made |  |
| Infrastructures - the Commissioning Entity’s requirements for feeding electricity, water and oxygen and air conditioning. Please specify. |  |
| **Parameter** | **Description** |
| Description of the safety systems. What protections are in place against hypertension, sudden pressure drops, fast escape, fire extinguishing etc. Please specify |  |
| Description of the communication system between the chamber and the control station |  |
| Transporting Requirements:  Light Opening  Weight  Length  Height  How will the system be inserted into its permanent place? Description of the Method and route.  Up to what level can the system be dismantled for installation purposes?  What are the dimensions of the largest part that cannot be dismantled?  (The location will be presented at the Vendors Convention). |  |
|  |
|  |
|  |
| Qualifications necessary for operation |  |
| **Description of the service provider’s experience in Israel -**  **Please specify name, the service provider in Israel, qualifications and experience in maintaining hyperbaric chambers, including names of customers with contact details.** |  |

|  |  |
| --- | --- |
| The System’s points of strength |  |
| Description of the structure and operation process in relation to the following requirements:  Control over system indices  Manner to monitor the patient  Communication with the patient  Operating built-in protocols  Termination of activity during fault  Method to follow operation cycles  Documentation Method  Computerization Requirements  Ability to interface with the Commissioning Entity’s systems if necessary in the future  Please specify |  |
| To operate the system is there a need for perishable equipment and/or materials? Who is responsible to supply them? Please specify |  |

**Infrastructure Requirements**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Medical Gases** | **Maximum VFR**  **Liter Per Minute** | **Time In Minutes**  **At Maximum VFR** | **Number Of Cycles Per Day** | **Fixed VFR**  **Liter Per Minute** | **Size Of Entrance That Is Required**  **In Inches** | **Required Pressure**  **In Atmosphere** | **Type Of Connection** | **Explanation Regarding System Fault/ Maintenance** | **Comments** |
| Oxygen |  |  |  |  |  |  |  |  |  |
| Air |  |  |  |  |  |  |  |  |  |
| Emission line |  |  |  |  |  |  |  |  |  |
| Other |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Power** | Current (ampere) | UPS | The Bidder | Type of Connection | Comments |
|  |  |  |  |  | What happens  during power outage? |
|  |  |  |  |  |  |
| **Construction** | Maximum load per square meter | Maximum load   per patient | Additional Limitations |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Build** | The room dimensions  minimum for Operation  at clinic (including: waiting areas, control room etc.). | Explanation regarding the manner   to insert the equipment at the designated site | maximum load and size  en route to the location  The final equipment |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Air Conditioning** | Number of air exchanges | Temperature range  in room | Humidity Limitations | Additional Data |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

We declare that all the details stated above are correct and complete.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Submission of Bid Form**

Date: \_\_\_\_\_\_\_\_\_

To

**The Health Corporation by the Tel Aviv Sourasky Medical Center**

**6 Weizmann Street**

**Tel Aviv**

Dear Sir/Madam,

Re: **Public Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_**

1. I the undersigned am hereby submitting my bid for the delivery, installation and maintenance of a hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center (Hereinafter: The Hospital and/or Medical Center). I hereby declare that I thoroughly read all the details of the foregoing Public Tender and all of its appendices and conditions, I understood the conditions and agree to them, to the agreement and the Public Tender requirements, as appearing in the Public Tender documents and in the Commissioning Entity’s notice to participate in the Public Tender, and hereby give notice that my bid is prepared pursuant to the Public Tender requirements, and is based on my full understanding of the requirements.

2. I hereby declare that I received, if I so requested, all the explanations regarding the Public Tender.

3. If I win the foregoing Public Tender, I hereby undertake to comply with all of its conditions and the conditions detailed in all the forms and documents of the Public Tender to your complete satisfaction.

4. I hereby confirm that my bid meets all the threshold conditions in the Public Tender.

Without derogating from the provisions above, I hereby declare that the items below are correct and complete:

|  |  |  |
| --- | --- | --- |
| Type of Approval | Date Approval was Granted | Approval Validity |
| Valid MED approval or submission of reference for a MED application |  |  |
| Valid CE approval and/or FDA approval according to Standard 14931 EN. |  |  |
| The Equipment Manufacturer has valid approval for Standard ISO 9001. |  |  |
| The iodine Manufacturer has valid approval that it complies with Standard ISO 13485 to assure quality of the medical equipment. |  |  |
| The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13445 |  |  |
| The Equipment Manufacturer has valid approval that the hyperbaric chamber conforms to Standard EN13480 |  |  |
| The Equipment Manufacturer has valid approval that the system responsible for the patients breathing in the hyperbaric chamber conforms to Standard EN-14931 |  |  |
| The Equipment Manufacturer has valid approval that the fire-mist spraying system conforms to Standard EN16081 |  |  |

|  |  |
| --- | --- |
| Is the equipment designed to treat 18 patients at the same time? | Yes/ No |
| Do the external dimensions of the equipment not exceed: 2.5 meters width and height and 13 meters long? | Yes/ No |

Manufacturer's proven experience in making at least 10 installations in the last five years of Multiplace pressure chamber in hospitals / clinics in Israel or abroad

|  |  |  |  |
| --- | --- | --- | --- |
| The Customer's Name | Date service rendered regarding delivery, installation and maintenance of the proposed equipment | Contact Person on the customer’s behalf | Telephone number and email of the Contact Person on the customer’s behalf |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10 |  |  |  |

5. Recommenders:

|  |  |  |  |
| --- | --- | --- | --- |
| Recommender’s Name | Position | Telephone | Email |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

6. I am aware that not completing and/or not attaching a given document and/or making a change / addition to the Public Tender documents and/or not signing a given document as required, is likely to cause my bid to be disqualified, and that you may disregard any comment, change or addition as if it were never written, if you do not disqualify my bid.

I hereby attach the following documents:

a) The bid submission form - signed by the Bidder’s authorized signatories.

b) The participant’s prospectus - signed by the Bidder’s authorized signatories.

c) The Agreement - signed by the Bidder’s authorized signatories.

d) Current approval from an Accountant that I pay the minimum wage to those hired by me.

e) Current approval from an Accountant in accordance with the Public Bodies Transactions Law (Enforcing Bookkeeping and Payment of Tax Liabilities), 5736 - 1976.

f) Current approval of an authorized dealer with respect to VAT payments.

g) Confirmation of Adv. or CPA for the Bidder’s authorized signatories.

h) Recommendations and approvals relating to prior experience and list of sites at which the designated equipment operates.

i) Confidentiality - Appendix A 1 - Signed A1 - signed

j) Format of the request to transfer monies - Appendix A2 - signed and approved as detailed in the appendix.

k) Appendix A3 - affidavit relating to compliance with all the approvals required under the Public Bodies Transactions Law and the Equal Rights for Persons with Disabilities Law.

l)

l) Appendix A6 – Information Security Appendix.

m) Appendix A7 - The Equipment Manufacturer’s declaration (if the Vendor is not the Equipment Manufacturer).

n) Preparation works appendix (as required under the agreement).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature + Stamp

Signatories Names:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Position \_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Position \_\_\_\_\_\_\_\_\_\_\_\_

**Attorney’s Confirmation**

I the undersigned \_\_\_\_\_\_\_\_\_ License Number \_\_\_\_\_\_\_\_\_\_\_ address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that the foregoing signatories are authorized to bind \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for all senses and purposes relating to the subject Public Tender.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_, Adv.

**Appendix A1**

**Non-Disclosure Undertaking**

## *To:* The Health Corporation by the Tel Aviv Medical Center (Hereinafter: The Commissioning Entity)

I, \_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_ am submitting this undertaking in my name/ on behalf of the \_\_\_\_\_\_\_\_\_\_ Company, number (Private Company) \_\_\_\_\_\_\_\_\_\_\_\_ and whose address is \_\_\_\_\_\_ (Hereinafter: The Company) declare and undertake as follows:

1. To keep absolutely secret and not to disclose to any person or entity, except those taking part in the works, any managerial, monetary or other information, that I learn of and/or will learn of regarding the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center or in connection to them, during the works, whether directly or indirectly, whether I learned of the information in connection with performing the work or not;

In this respect “the Works” - any service that the Company renders to the Commissioning Entity in connection with Public Tender No. \_\_\_\_\_\_\_\_\_ including but not limited to the agreement and all of its appendices.

It is hereby clarified that the definition of information in this undertaking will include any know-how and/or information and/or professional and/or technological and/or commercial information of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center and/or others on their behalf, so long as it has not become public domain, and any information relating to the Health Corporation and/or the Tel Aviv Sourasky Medical Center which was remitted to the Company and/or employees and/or which reached and/or will reach them or they learn of, due to performing the works, orally, in records, on diskettes, in files, in computer software, charts, manuals, documents and in any form of media, including but not limited to any product, software or document idea. It is clarified that the information will be and will remain at all times the Commissioning Entity’s property.

2. Not to remit any details in connection to and/or about performance of the works, the content or scope thereof, to any person and/or body, which was not authorized in advance and in writing to receive these details by the Commissioning Entity’s Chief Executive Officer. The reason for the need to receive the information will be provided by a managerial entity in the Company in a request. After using the material that was received, the Company will verify its version or that it was returned to the Commissioning Entity, in accordance with the Commissioning Entity’s instructions.

3. Not to make any use of any information whatsoever that reaches it in connection with the works, whether in person or through others, other than for the purpose of performing the works.

4. To be responsible for the fact that all the employees and/or sub-contractors on my behalf and/or anyone on their behalf and/or any third party on my behalf comply with the provisions in this undertaking and will be personally Accountable for any breach by any of the foregoing in this undertaking.

5. To stringently safeguard the information and to take all precautionary measures necessary to prevent it reaching any other.

6. To indemnify and compensate the Commissioning Entity for any damage and/or expense and/or loss it sustains and/or the Tel Aviv Sourasky Medical Center sustains and/or anyone of them due to a breach of our undertaking and/or a breach by our employees and/or anyone on our behalf of this undertaking and this immediately upon receiving its demand and without question.

7. If the Company holds in its possession a databases of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center and if this information includes “privacy” aspects as defined in the law and business and strategic aspects of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center - all the security requirements will apply to this database as applied to the “Health Corporation of the Tel Aviv Sourasky Medical Center” database.

8. I am aware that the provisions in Section 118 to the Penal Code, 5737-1977 applies to the provisions above.

9. I am aware of the non-disclosure duty by virtue of the Privacy Protection Law - 5741 - 1981 and the regulations enacted by virtue thereof.

10. To notify the Commissioning Entity immediately of any concern that the information was hacked or disclosed and/or of a disclosure demand. In the event proceedings are invoked against the undersigned which pursuant to the law will force me to disclose the information, the undersigned undertakes to notify the Commissioning Entity thereof immediately to allow the Commissioning Entity to take all measures to protect the confidentiality of the information, and in any case I will not reveal or disclose such information but rather only the part explicitly required by law and after taking all the aforementioned actions.

11. The undersigned is aware that it may be exposed to information which pursuant to the law and the rules practiced by the Commissioning Entity require complete confidentiality and that if such a duty is breached the undersigned is exposed to personal claims, both civil and criminal.

12. To remit to the Commissioning Entity, immediately upon its first demand, all the information that has accumulated with the undersigned and/or on its behalf in connection with the Commissioning Entity and/or the Tel Aviv Medical Center and/or its employees and/or anyone on its behalf and/or its patients and/or anyone on their behalf, no matter what the source, including but not limited to any document, record, file, copy, photocopy, printout or information found on magnetic media and I will not keep any such information. Similarly, I hereby undertake that I will take part in any investigation process and/or inquiry conducted by the Commissioning Entity and/or the Tel Aviv Medical Center in connection with exposing information which the Commissioning Entity did not permit, and this at any time and at any place the undersigned is requested to do so.

13. This undertaking will apply unlimited by time in the territory of the State of Israel and outside Israel.

**In Witness Whereof We Hereto Set Our Hands:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I.D.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp (Company): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A2**

**Request to Transfer Funds Form**

To

The Health Corporation by the Tel Aviv Medical Center

6 Weizmann Street,

Tel-Aviv

Dear Sir/Madam,

Re: Request to Transfer Funds

1. We the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter - The Vendor) I.D. / Private Company \_\_\_\_\_\_\_\_, hereby request that funds owing to us from you be transferred directly to our Account detailed below (Hereinafter : “The Account”).
2. We hereby agree, that any amount transferred as stated above by you to the Account will be considered paid to us by you on the day the Bank Account is credited at which the Account is managed and which the details thereof are detailed below (Hereinafter - "The Bank”) as consideration for services and/or goods we delivered to you. The Bank’s confirmation pertaining to the transfer of funds by you to the Account is the same as approval on our behalf that the funds transferred by you to the Account were received by us on the day deducted by the Bank. We hereby confirm and undertake that we will not have and/or no one on our behalf will have any allegation and/or demand and/or claim against you in connection with depositing the funds in the aforementioned Account.

1. I undertake to reimburse you immediately upon your first demand of any amount demanded from me which was transferred to credit my Account pursuant to your instructions.
2. We hereby agree, irrevocably that you will receive from the Bank any clarification and/or information requested by you, as stated above and we hereby waive Banking confidentiality toward you in this respect.

1. We hereby declare that we will not have and/or no one on our behalf will have any allegations and/or claims against you and/or against the Bank in connection with crediting our Account and/or correcting the credit and/or cancelling the credit in accordance with the details above.
2. This request will be valid until it is rescinded by us in writing, the rescission will come into force after receiving such a rescission notice by you and after the rescission was approved by you in writing.

Signature and Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature and Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: ֹֹֹ\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_ Signatory’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part B

We hereby declare that we the undersigned, owners of the Account detailed below authorized to sign and bind the Vendor agree to the content as stated above. We undertake to report to you, in writing, any change in the Account.

Vendor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Bank and Number: \_\_\_\_\_\_\_\_\_\_

The Vendor’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Bank’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Account No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax no.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No. of the Bank Branch: \_\_\_\_

Fax of the Bank Branch: \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signatory’s Name: \_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CPA/ Adv. / Bank Clerk’s approval (in the case of a corporation)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_ CPA/ Adv. / Clerk at \_\_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_ Branch, License No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Messrs. \_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, signed above who are authorized to sign in the Vendor’s name the details of which were specified above

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CPA/ Adv. / Bank Clerk’s signature and stamp\_\_\_\_\_\_\_\_\_\_\_

The Bank’s Approval ׁ-a photocopy of a check or Bank Account management approval from the Bank can be attached.

We hereby confirm that those who signed above is/ are the Account owners and/or those authorized to sign for Account

No. \_\_\_\_\_\_\_\_\_\_\_\_\_ Branch No. \_\_\_\_\_\_\_\_\_\_\_ in the Vendor’s name, and authorization to charge the Account by their signatures.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank’s Signature and Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A3**

**Affidavit Relating To Compliance With All The Approvals Required Under The Public Bodies Transactions Law And The Equal Rights For Persons With Disabilities Law.**

## *To:* The Health Corporation by the Tel Aviv Medical Center (Hereinafter: The Commissioning Entity)

I, \_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_ am submitting this undertaking in my name/ on behalf of the \_\_\_\_\_\_\_\_\_\_ Company, number (Private Company) \_\_\_\_\_\_\_\_\_\_\_\_ and whose address is \_\_\_\_\_\_ (Hereinafter: The Company) declare and undertake as follows:

1. I hereby confirm that the Bidder holds all the approvals required under the Public Bodies Transactions Law, 5736 - 1976, and that I hereby declare that after an inquiry and investigation that I conducted, all of these, accumulatively, are met:

## As of the last date to submit the bids in the Public Tender, the Bidder and the nexus holder thereto [the Bidder will tick √ the relevant place]

❑ We were not convicted of more than two (2) offenses pursuant to the Foreign Workers Law (Prohibition Against Unlawful Employment and Guaranteeing Fair Terms) (Hereinafter: “The Foreign Workers Law”), 5751 - 1991 and the Minimum Wage Law, 5747 - 1987 (Hereinafter: “**The Minimum Wage Law**”).

❑ We were convicted of more than two (2) offenses pursuant to the Foreign Workers Law and the Minimum Wage Law, however as of the last date to submit the bids at least one (1) year has elapsed since the last conviction date.

❑ We were convicted of more than two (2) offenses pursuant to the Foreign Workers Law and the Minimum Wage Law, however as of the last date to submit the bids at least one (1) year has not elapsed since the last conviction date.

|  |  |  |
| --- | --- | --- |
|  | Offense Details  [Section Number and Name of Law] | Conviction Date  [Month and Year] |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |

\* Number of rows is solely for illustration purposes.

For the purpose of this Section 3.1: “**Convicted**” and “**Nexus Holder**” - within the meaning thereof in the Public Bodies Transactions Law, 5736 - 1976.

1. As of the last date to submit the bids in the Public Tender, [the Bidder will tick √ the relevant place]

## ❑ The provisions in Section 9 to the Equal Rights for Persons with Disabilities Law, 5758 - 1998 (Hereinafter: “The Equal Rights Law”) do not apply to the Bidder.

## ❑ The provisions in Section 9 to the Equal Rights Law apply to the Bidder and it complies with them, in the event it employs more than 100 employees, as of the last date to submit the bids, the Bidder also warrants and undertakes as follows: (i) that it will address the Director General of the Ministry of Labor, Welfare and Social Services to examine the implementation of its obligations under Section 9 to the Equal Rights Law and if necessary - to obtain instructions in connection with the implementation thereof; or alternatively (ii) that it addressed in the past the Director General of the Ministry of Labor, Welfare and Social Services to examine the implementation of its obligations pursuant to Section 9 to the Equal Rights Law in accordance with the provisions of Section (ii) above, and received instructions in this respect and acted to implement them.

## For the purpose of this Section 3.2: “**Employer**” - within the meaning thereof in the Equal Rights Law.

## The Bidder hereby warrants and undertakes that it will remit a copy of the affidavit under this Section **3.2** above to the Director General of the Ministry of Labor, Welfare and Social Services within 30 days of the last date to submit the bids in the Public Tender.

1. I hereby declare that the Bidder and/or any of the nexus holders to it were not fined by the Labor Supervisor who was appointed pursuant to Section 5 to the Administrative Offenses Law, 5746 - 1985 in the year before the date to submit bids to the Public Tender of more than two fines due to a violation of the labor laws.
2. I declare that this is my name, this is my signature and the content of this affidavit of mine is true.

In Witness Whereof I hereto Set My hands,

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Affiant’s Signature**

**Confirmation**

I, Adv. \_\_\_\_\_\_\_\_\_\_\_ License No. \_\_\_\_\_\_\_\_ hereby confirm that on \_\_\_\_\_\_\_\_\_\_\_. Mr. \_\_\_\_\_\_\_\_\_\_\_, who identified himself using identity card number \_\_\_\_\_\_\_\_ / who is personally known to me appeared before me, and after I warned him that he must state the truth and should he fail to do so would be subjected to the penalties stipulated by law, confirmed the correctness of his affidavit and signed it in front of me.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Signature**

**Appendix A4**

**Information security Appendix**

To

**The Health Corporation by the Tel Aviv Sourasky Medical Center**

**6 Weizmann Street**

**Tel Aviv**

Dear Sir/Madam,

Re: **Public Tender No. 120/2019\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |
| --- | --- | --- |
| **The Company’s Answer** | **Topic** |  |
| **The Public Tender’s details and the system’s identification details** | | |
|  | The System’s Manufacturer ’s Name | 1 |
|  | Does the Vendor have ISO27001 or ISO27799 for information security and/or to secure medical information?  If so, then it must be attached. | 2 |
| **Access to the Systems** | | |
|  | Does the Vendor’s work require physical access to the information systems at the Tel Aviv Medical Center? (Yes/ No) If yes, specify | 3 |
|  | Does the Vendor’s work require remote access to the information systems at the Tel Aviv Medical Center (Yes/ No) If yes, specify | 4 |
|  | Does the Vendor save or will it have to save information of the Tel Aviv Medical Center with it? | 5 |
| **Connecting to the Hospital Network** | | |
|  | Is the connection of the device/ system a land connection? | 6 |
|  | Does the connection of the device and/or system include a Wi-Fi component? (Yes/ No)  If no, skip over Sections 8-14 | 7 |
|  | **We undertake as follows in relation to WI-FI when there is a WI-FI connection**  **•  Protocol Support: IEEE 802.11A/G/N  (Support of: IEEE 802.11ac is also desired)**  **• Other than the wireless device that connects to the organization’s network there will be no additional wireless component.**  **•  The wireless network card needs to support strong identification of PEAP/TLS 802.1X**  **• The wireless network card will be internal and Built in, and not as an additional add-on (USB\network adapters - Wireless Bridge) detachable.**  **• The wireless network card needs to be client configured only, with no option of advertising a wireless network.** | 8 |
|  | Does the component support protocols: **IEEE 802.11A/G/N**  Yes/ No | 9 |
|  | Does the component support frequency: IEEE **802.11a/ac** Yes/ No | 10 |
|  | Does the device and/or system have an additional internal wireless component? Specify | 11 |
|  | Does the wireless component support strong identification 802.1x PEAP/TLS specify | 12 |
|  | Will the wireless network card be internal and Built in, and not as an additional add-on (USB\network adapters - Wireless Bridge) detachable. Yes/ No | 13 |
|  | Will the wireless network card be client configured only, with no option of advertising a wireless network. Yes/ No | 14 |
| **Servers** | | |
|  | Is a server required to implement integration/control? | 15 |
|  | What is the server’s operating system? | 16 |
|  | In the event the Commissioning Entity’s requirements necessitate interfacing, is there authorization on the system Manufacturer’s part to install the necessary security updates from Microsoft or other? | 17 |
|  | Is there authorization from the system Manufacturer to install an organizational anti-virus? | 18 |
| **Authorizations and Passwords** | | |
|  | Does the work environment require special authorizations such as administrator? | 19 |
|  | Does the Manufacturer have a password for the system? | 20 |
|  | Is there authorization from the Vendor to reset administrator passwords for use by the IT department? | 21 |
| **Saving Information, Backup and Duplicating** | | |
|  | Can the equipment be backed up on a local disc? | 22 |
|  | Is there an option of connecting a disk on key or any other external device? | 23 |
|  | Can information be transferred from the system and/or to the system using a disc burner or other removable media? | 23 |
|  | **We undertake that if the device needs to be repaired outside the Commissioning Entity’s premises:**   * **The information must be backed up before removing it** * **Do not remove medical information from the Hospital** | 24 |
| **Handling Data** | | |
|  | Can the system files, including but not limited to the database be saved on the network servers? | 25 |
|  | Can you provide integration tools for the Commissioning Entity’s information systems in the format dictated by the Commissioning Entity (inbound outbound - patient’s details, incident number, incident details) | 26 |
|  | Does the system support Hebrew? | 27 |
|  | Can data be exported from the system to files in standard format? ( HL7 ,txt , pdf , csv , XML , HTML etc. ). please specify | 28 |
| **Licensing** | | |
|  | Does the system require licensing? | 29 |
|  | How is the license managed (parallel protection plug, USB, MAC protection code etc.) | 30 |
|  | You must specify any licensing required for full operation of the system | 31 |
|  | Does the licensing process require activation over the internet | 32 |
|  | Is the license limited for a period | 33 |
|  | How many licenses come with the system? | 34 |
| **Support** | | |
|  | What is the support level that is provided (over the telephone and/or remote control and/or station and/or server remote control and/or arriving at site) | 35 |

We declare that all the details stated above are correct and complete.

Similarly, we hereby undertake to comply with all the information security provisions detailed in the table above and the information security provisions detailed in the agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Appendix A5**

**Declaration of Manufacturer**

We are, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), hereby confirm and certify:

1) We are the Manufacturer of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ that was offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Bidder") in detailed in in The Health Corporation by the Tel Aviv Sourasky Medical Center ("TAAGID") Tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tender") ("Systems").

2) We hereby certify, that we have signed an agreement with Bidder to supply the System in the event that Bidder shall be nominated as the winner Bidder in the Tender.

3) We hereby certify, that we have inspected all the details and information that the Bidder stated about Company and the Systems in its offer to the Tender (including all representations made in the agreement attached to Tender), and we confirm they are complete and accurate.

4) We hereby certify, that we have inspected, examined and evaluated the Tender's documents, terms and conditions, including the agreement, appendixes and the Bidder's proposal with regards to the Systems (including warranty, maintenance and all services relating to the System), and we understand and accept them, and we commit to supply the System and do all such acts do enable Bidder to fully execute its commitments if Bidder's proposal wins the Tender.

5) We hereby certify that there is no prevention under law and/or agreement to execute Bidder's commitment in the Tender with regards to the Systems and/or the services relating to the Systems.

6) We are aware, that the agreement to supply the Systems will be between the Bidder and TAAGID and we shall not have any claim, complaint or demand against TAAGID regarding Tender and/or the agreement and/or the supply of the Systems and/or the services relating to the Systems.

7) We hereby declare that Bidder has received all authorizations required by us to make his offer and there is no restriction under any law and/or agreement to prevent TAAGID from using the Systems (including its hardware and/or software) and/or receiving any services relating to the System.

8) We hereby unconditionally declare that in no event shall we limit and/or restrict and/or prevent TAAGID rights and/or ability to use any of the Systems including its hardware and/or software nor shall we demand any payment from TAAGID.

9) We shall support TAAGID without any consideration and/or cost so that TAAGID shall be able to use effectively and as required in the Tender all of the Systems including its hardware and/or software and/or the services relating to the Systems.

10) In the event that our agreement with the Bidder shall be terminated for any reason, upon TAAGID's request we shall continue to supply TAAGID the Systems and/or the services relating to the Systems on the same terms and conditions as required from Bidder in the Tender.

11) Without derogating from the above, we hereby warrant that the statements made by Bidder in the preconditions of the Tender with regards to Company's past experience with regards to the manufacture and supply of rail vehicle washing systems are true correct and complete.

Manufacturer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_/\_\_\_\_\_/\_\_\_\_

Names of Authorized Signature on behalf of Manufacturer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agreement for the Purchase, Delivery, Installation and Maintenance of a Multiplace Hyperbaric Chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center**

Executed and Signed in Tel-Aviv on the \_\_ day of the month of \_\_\_\_ **2019**

B Y: **The Health Corporation by the Tel Aviv Medical Center**

**(Reg. Charity 58-000710-2)**

(Hereinafter - ‘The Commissioning Entity’)

Of the First Part;

B Y: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter - ‘The Vendor’)

Of the Other Part;

WHEREAS:-

1. The Commissioning Entity published Public Tender Number \_\_\_\_\_\_\_\_\_ (Hereinafter: “The Public Tender”).
2. The Vendor won the Public Tender.
3. On the basis of the Vendor’s representations in the Public Tender, the Commissioning Entity is interested in purchasing a hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center (Hereinafter: The ‘Hospital’ and/or ‘Medical Center’) as detailed in Appendix A to this agreement (Hereinafter: ‘The Equipment’);
4. The Vendor warrants that it is the Vendor and/or authorized representative of the Manufacturer of the equipment and/or the entity that engaged in an agreement with the Manufacturer and/or Vendor and/or authorized representative, as stated above, pursuant to which it is authorized to deliver the equipment and/or any part of it;
5. Without derogating from the Vendor’s representations in the Public Tender, the Vendor warrants that it has the ability, manpower, know-how, experience and skills required to deliver the equipment to the Commissioning Entity of the newest and most advanced model existing with the Vendor, to perform the preparation works, as detailed below, installation of the equipment and its components with the Commissioning Entity, training the commission entity in relation to the working with the equipment, maintenance services for the equipment, regular servicing and repairs for the equipment and/or any other service as detailed in this agreement in relation to the equipment (all of these will be referred to below as - ‘the Accompanying Services’);
6. In reliance upon the Vendor’s representations in the Public Tender and in this agreement, the Commissioning Entity is interested in purchasing the equipment and the Accompanying Services in relation to the equipment, from the Vendor, and all in accordance with that detailed in this agreement;
7. The Vendor on its part, after examining the place where the equipment is intended to be installed (hereinafter: "the installation site"), the Commissioning Entity’s needs, requirements and schedule, is interested in delivering the equipment and the Accompanying Services, and all in accordance with the Commissioning Entity’s requirements;
8. And the parties wish to specify and determine the terms and consideration for purchasing the equipment and affording the Accompanying Services, and all as stated in this agreement below;

Therefore, it is declared, agreed and stipulated between the parties as follows:-

1. **Preamble, Appendices and Representations in the Agreement**

1.1. The preamble to this agreement constitutes an integral part hereof.

1.2 The appendices attached to this agreement, detailed below, constitute an integral part hereof:-

**Appendix A -**  Technical Specification

**Appendix A1 -**  Delivery of Equipment Order.

**Appendix B -** The Consideration for the equipment and the Accompanying Services.

**Appendix C** - Insurance

**Appendix C1 -**  Confirmation pertaining to executing Insurance Policies.

**Appendix D** - Advance Guarantee/ Bank Guarantee.

**Appendix E -**  Non-Disclosure.

1.3 The provisions in this agreement will override - any time there is a conflict and/or nonconformity - over the provisions in a given appendix attached to this agreement (or to be attached to it in the future) and/or each one of the Public Tender documents, unless explicitly determined in that appendix that its provisions override.

2. The Parties Representations

2.1 **The Vendor’s Representations**

Without derogating from the Vendor’s undertakings and representations within the framework of the bid submitted to the Public Tender published by the Commissioning Entity and/or in this agreement, the Vendor hereby warrants and undertakes as follows in relation to each one of the equipment details as detailed in Appendix A to this agreement:-

2.1.1 That it is aware that winning the Public Tender and/or signing this agreement does not compel the Commissioning Entity to purchase from it the equipment and/or part of them, nor the Accompanying Services and/or some of them.

2.1.2 The Vendor warrants that the equipment and all of its components and/or parts have the following approvals:

2.1.2.1 MED approval and CE and/or FDA approval and/or other safety standard approval suitable for the equipment detailed in the Public Tender and/or acceptable to the Commissioning Entity of its absolute discretion.

2.1.2.2 The equipment and all of its components and/or parts received all the licenses, approvals and permits from any government authority operating under the law required to install it, operate it and/or operate it in Israel, including but not limited to the Ministry of Health - Radiation Supervision Unit’s radiation safety approval.

2.1.2.3 All the approvals that the equipment and its components comply with the safety standards practiced in Israel and pursuant to the law.

2.1.3 The Supplier declares that it is capable of putting the equipment into the intended structure for the installation site, installing it and bringing it into full and standard operation in the designated place in the existing area conditions.

This Section 2.1.2 and 2.1.3. are fundamental to the agreement and a breach hereof and/or a breach of any of the conditions in the body of the agreement will constitute a material breach of the agreement.

2.1.4 That the Vendor has a service structure to service the equipment or undertakes to establish such a structure within 60 days of the day it was notified that it won the Public Tender, and undertakes to continue to operate this structure for a period of at least 20 years following the date this agreement is signed by the Commissioning Entity.

2.1.5 That the equipment and all of its components and parts, *inter alia* are of advanced technology, to enable, to the extent necessary, *inter alia*, software updates, measurements and improvements to the Commissioning Entity’s complete satisfaction.

2.1.6 That, subject to the provisions in this sub-section below, the equipment and all of its components and parts are capable of working continuously with full output and of excellent quality at least 97% of the time.

For the avoidance of doubt, it is clarified that upon calculating the dates during which the system will not work as stated in this sub-section, the following will not be taken into Account:

a. Days or hours the equipment has downtime due to regular maintenance service by the Vendor, including but not limited to update and/or installing software. The duration of time to render regular maintenance services will be determined by the Commissioning Entity and the Vendor, provided that the time does not exceed the duration of time detailed in the Equipment Manufacturer’s books and will be reasonable under the circumstances. The Vendor will do its best to arrange that the regular maintenance service date will be during hours that the Commissioning Entity notified the Vendor in advance that it has no intention of operating the equipment.

b. Days or hours during which the equipment has downtime of its initiative and/or of the Commissioning Entity’s sole discretion (such as Saturdays or holidays for example).

c. Days or hours during which the equipment will have downtime due to a fault and/or malfunction which according to this agreement terms are not within the Vendor’s responsibility.

2.1.7 That it inspected the installation and that in accordance with its inspection preparation works will be executed at its expense in accordance with the plan in Appendix A3 which was presented to the Commissioning Entity by the Vendor, in writing with the Public Tender documents (Hereinafter - The Preparation Works), and were approved by the Commissioning Entity. The Vendor undertakes that it will execute the preparation works at its expense and responsibility solely using contractors who were approved in advance by the Commissioning Entity, and will supervise the performance of the works and all according to the schedule to be determined by the Commissioning Entity of the Commissioning Entity’s sole discretion and the Vendor’s responsibility. Subject to executing the preparation works, the Vendor undertakes that the place and/or places intended to install the equipment thereafter will be suitable for the regular and accurate operation of the equipment. It is clarified that according to its absolute discretion, the Commissioning Entity will be entitled to execute all or some of the preparation works itself, then the consideration paid by the Commissioning Entity’s to the contractors on the Commissioning Entity’s behalf will be reduced from any consideration to the Vendor pursuant to this agreement (the Vendor warrants that it is aware that the decision regarding this matter is of the Commissioning Entity only and it alone will decide according to its discretion and for any reason if it wishes to exercise its right or not and the Vendor waives any allegation and/or demand in this respect).

2.1.8 That it is entitled to engage in this agreement, that there is no hindrance preventing it from engaging in this agreement, that its undertakings under this agreement do not conflict with its other undertakings and that it engaging in this agreement will not prejudice the rights of another and/or breach them, including but not limited to infringing intellectual property rights of any type and kind and will not lead to a violation of legislation or a demand of any authority operating within the framework of its powers pursuant to the law.

2.1.9 That the equipment is the most advanced and sophisticated equipment sold at the time this agreement is signed by the Equipment Manufacturer.

2.1.10 That the equipment is, *inter alia*, of advanced technology, has systematic flexibility for the purpose of expanding it in the future and adjusting it for future uses, and has open architecture so that in the future there will be no technical hindrance preventing, *inter alia* software updates, measurements and improvements.

2.1.11 That it inspected the place and/or places intended to install the equipment And that the equipment can be inserted and installed in accordance with the conditions on the installation site .

2.1.12 That all the equipment software and/or hardware to be provided by the Vendor will include authorization for the Commissioning Entity to use any option and/or application that exists and/or that is offered by the Equipment Manufacturer for such software and/or hardware (including but not limited to the system communicating with other systems) for the entire use period of the equipment, and the Commissioning Entity will not be required to pay any additional consideration to the Vendor and/or a third party to use and/or exploit any option and/or application as stated above.

2.1.13 That the Commissioning Entity may make use of the equipment for clinical trials or studies of its sole and absolute discretion.

2.1.14 Any invention, development, right to patent, copyright or other intellectual property right, whether protected by registration or not, that reached the Commissioning Entity and/or someone on its behalf due to research use of the equipment, not through research collaborations with the Equipment Manufacturer, will be wholly owned by the Commissioning Entity and the Vendor and/or the Equipment Manufacturer will not have any right therein.

2.1.15 The Vendor undertakes to keep absolutely and totally secret and not to disclose to anyone any information or commercial secrets, business, monetary or other information, associated, directly or indirectly, to the Commissioning Entity and/or inventions and/or developments and/or studies performed by the Commissioning Entity regarding the equipment (Hereinafter - “The Professional Secrets”) unless determined otherwise in a non-disclosure agreement with the Equipment Manufacturer in relation to research collaborations. The provisions above will not apply to information that is considered public domain and/or information that must be revealed following an authorized authority’s demand, insofar and to the extent necessary. The non-disclosure duty pursuant to this agreement will apply anywhere in Israel and around the world, and will not be limited by time, whether during this agreement period or after it ends, for any reason.

The provisions above will not apply in relation to information that is in the public domain not as a result of an act and/or omission of the Vendor and/or which the Vendor knew of before its disclosure to the Commissioning Entity as proven by it through written documents.

2.1.16 The Vendor undertakes to send service reports regarding every service or fault to the medical engineer within two days of the service.

2.1.17 The representations in Appendix A2 pertaining to disinfecting, cleaning and sterilizing are complete and full.

2.1.18 If and insofar as the Vendor is not the Equipment Manufacturer:

Without derogating from the provisions above the Vendor warrants and undertakes as follows in relation to the

Equipment Manufacturer and on behalf of the Equipment Manufacturer:

2.1.18.1 The Vendor engaged in an agreement with the Equipment Manufacturer by virtue of which the Equipment Manufacturer undertook to perform any action the Vendor requires to fulfill its undertakings to deliver the equipment under this agreement.

2.1.18.2 There is no hindrance by law and/or agreement relating to the Equipment Manufacturer and/or the engagement between the Vendor and the Equipment Manufacturer to execute this agreement and to fulfill all of the Vendor’s undertakings in full and on time pursuant hereto.

2.1.18.3 The Vendor verified with the Equipment Manufacturer that all of the Vendor’s representations in the Public Tender and within the framework of this agreement in relation to the equipment are acceptable to the Equipment Manufacturer and are correct and that the Equipment Manufacturer undertook toward the Vendor, insofar as dependent upon the Equipment Manufacturer, to execute them in full and on time. The Vendor warrants that it did not only rely upon the Equipment Manufacturer’s representations but also verified the matters itself and all of its representations and undertakings in relation to the equipment in this agreement and/or in the Public Tender are correct, complete and accurate.

2.1.18.4 If and insofar as the Vendor is requested by the Commissioning Entity, the Vendor will ensure that the Equipment Manufacturer’s employees are present at the medical center to assist the Vendor in performing its undertakings under this agreement and this at no additional cost to the Commissioning Entity. The provisions above do not impose any obligation upon the Commissioning Entity.

2.1.18.5 Will ensure and this will be its responsibility that the Equipment Manufacturer does not do any act and/or omission that will prevent the Commissioning Entity from making full use of the equipment, and this for any reason (including but not limited to this agreement being rescinded by any of the parties for whatever reason and/or rescission of the agreement between the Vendor and the Equipment Manufacturer, for whatever reason).

2.1.18.6 If and insofar as required by the Commissioning Entity, the Vendor will endorse all of its undertakings and rights under this agreement to the Equipment Manufacturer, thus the engagement will be directly between the Equipment Manufacturer and the Commissioning Entity including not demanding to receiving any additional consideration and/or compensation from the Commissioning Entity and/or from the Equipment Manufacturer for such an endorsement. It is clarified that the Commissioning Entity will exercise its right under this agreement only based on reasonable grounds.

2.1.18.7 It is clarified that the Vendor is fully liable for all of its undertakings toward the Commissioning Entity in this agreement, and an action and/or omission by the Equipment Manufacturer, for whatever reason, will not serve as a defense for the Vendor not fulfilling its undertakings under this agreement including but not limited to untimely non-fulfillment of its undertakings. The Vendor warrants and undertakes that it will take all means necessary in advance to guarantee that the actions and/or the omissions of the Equipment Manufacturer, for any reason, will not prevent the performance of the Vendor’s undertakings under this agreement, completely and in accordance with the schedule and will not prejudice in any way its undertakings toward the Commissioning Entity under this agreement.

2.1.18.8 The Vendor will be liable toward the Commissioning Entity for any claim and/or demand of the Equipment Manufacturer against the Commissioning Entity and will compensate and indemnify the Commissioning Entity immediately upon its demand for any damage and/or expense and/or loss the Commissioning Entity sustains due to a demand and/or claim by the Equipment Manufacturer against the Commissioning Entity.

2.1.18.9 Each time the Commissioning Entity will be entitled to indemnification pursuant to the section as stated above, the Commissioning Entity’s right will be contingent upon the fact that (1) the Commissioning Entity notifies the Vendor within a reasonable period of time of receiving the demand (2) the Commissioning Entity will not admit and/or settle in relation to such a demand without the Vendor’s consent to be given reasonably (3) the Commissioning Entity will cooperate with the Vendor, reasonably, at the Vendor’s expense.

This Section 2.1 is fundamental to the agreement and a breach hereof and/or a breach of any of the conditions in the body of the agreement will constitute a material breach of the agreement.

3. **Performance of the Works to the Commissioning Entity’s Satisfaction**

Without derogating from the provisions in this agreement, the Vendor represents and undertakes that:

3.1 It will render the Accompanying Services pursuant to the agreement, excellently, to the Commissioning Entity’s absolute satisfaction and to this end will comply with all of the Commissioning Entity and/or someone on its behalf instructions, whether detailed in the agreement or not detailed herein.

3.2 Will perform all the Accompanying Services of an excellent and choice standard, quality and nature. The Vendor hereby warrants and confirms that it is aware that the standard, quality and nature of the Accompanying Services under this agreement are fundamental, basic and material to this agreement and that the Commissioning Entity would not have engaged with it in this agreement but for its said undertaking.

This Section 3 is fundamental to the agreement and a breach hereof and/or a breach of any of the conditions in the body of the agreement will constitute a material breach of the agreement.

4. **Safety upon Performing the Works**

Without derogating from the provisions in this agreement, while performing the Accompanying Services as detailed in this agreement (Hereinafter: The Works), the Vendor hereby undertakes as follows:

4.1 That it will perform the works at an excellent professional standard while fully ensuring to comply with the statutory provisions, including but without derogating from provisions relating to safety at work, and to do so will use all of its skills, know-how and experience, while the Vendor takes all means necessary to fulfill all of its undertakings under this agreement.

4.2 That it will adhere to the instructions of the authorized entities in the Hospital and will follow their instructions promptly and without requesting any additional consideration.

4.3 That it will ensure to receive the written procedures of the Hospital in relation to safety at work before performing the work and will follow these instructions.

4.4 Without derogating from the Vendor’s undertakings under this agreement and/or pursuant to the law insofar as compliance with the safety instructions while performing works are concerned and fulfillment of the Hospital procedures while performing the works, the Vendor undertakes, at its expense, to remit complete information to its employees and/or anyone on its behalf pertaining to the risks and to debrief its employees and/or anyone on its behalf as required pursuant to the law. The Vendor undertakes to keep a training book as required under the Organizing Supervision at Work Regulations (Remitting Information and Training Employees).

4.5 That it has all the means, tools, manpower and equipment necessary to perform the works of excellent quality and pursuant to the terms in this agreement, and undertakes to only use such means and equipment.

4.6 That it will fully coordinate the performance of the works with the relevant entities at the Hospital and will follow their instructions in relation to performing the works, insofar as applicable.

4.7 That it will coordinate the schedule to perform the works and/or any one of them with the relevant entities at the Hospital. Without derogating from the above, the Vendor will suspend and/or immediately cease any work in accordance with the authorized entities at the Hospital instructions.

5. **Inventory and Materials**

Without derogating from the Vendor’s undertakings under this agreement, the Vendor warrants and undertakes in relation to the equipment to be provided by it, that:

5.1 It will only use new materials of the choice quality, including delivering and installing at the Commissioning Entity the most innovative hardware and software offered by the Vendor and/or the Vendor has in relation to the system at the time of installation.

5.2 That all the equipment components to be provided as stated above are manufactured routinely and benefit from routine servicing and maintenance. The Vendor further warrants that to the best of its knowledge no cessation of manufacturing, service, support and/or maintenance of any of the equipment components relating to all of its components and parts is intended and that it has the ability to provide parts and software updates for at least 20 years following the installation date.

5.3 The Vendor is responsible to perform, at its expense, also all the actions associated with transporting the equipment and all of its components and parts to the place designated for the installation thereof, to insure it until installation is complete, in accordance with the provisions in this agreement.

5.4 That it will keep an Inventory of working and suitable spare parts of the types required for the purpose of meeting its undertakings and of a sufficient quantity, with the skilled and professional manpower who were trained and certified by the Equipment Manufacturer and the necessary tools and machinery.

5.5 In any case parts are replaced, the Vendor will provide the Commissioning Entity with certificates of warranty and documents relating to the parts that were replaced.

5.6 The parties agree that in the event the equipment and all of its components and parts are delivered by the Vendor from the existing Inventory, the Vendor will be responsible to perform, at its expense, also all the actions associated with transporting the equipment and all of its components and parts to the place designated for the installation thereof, to insure it until installation is complete, in accordance with the provisions in this agreement.

5.7 It is agreed that in the event a need arises to import the equipment and/or part thereof from the Manufacturer (as opposed to delivery from existing Inventory ), the Vendor will be responsible to perform, at its expense, in addition to the provisions above in this section, also all the actions associated with importing, shipping and land transportation, loading and unloading, sea and land insurance, bills of lading, payment of taxes and levies and any other action required to deliver the equipment to the Commissioning Entity without the Commissioning Entity incurring any additional expense and/or payment.

5.8 Notwithstanding the provisions in Section 5.7, in the event the equipment and/or part thereof is delivered by way of import (and not from the existing Inventory of the Vendor), the Commissioning Entity may notify the Vendor in writing, within 14 days of the date any part of the equipment is ordered, of its discretion, that the Commissioning Entity will perform at tis expense the actions associated with importing the equipment components from the Manufacturer ’s enterprise or after loading onto the ship (in accordance with the Company’s estimate that is received) and to the installation place. It is agreed that in such a case the Commissioning Entity may pay the consideration directly to the Manufacturer. The Vendor warrants and agrees that the import actions through the Commissioning Entity does not derogate from the rest of its undertakings in this agreement.

5.9 Without derogating from the Vendor’s undertakings under this agreement, including the dates to repair any fault, the Vendor warrants and undertakes that each component of the equipment will be delivered to the Hospital’s Inventory within 72 hours of the Hospital’s demand and/or anyone on its behalf, unless the component was detained by any authority operating pursuant to the law upon entering Israel and this not resulting from an act and/or omission of the Vendor and/or anyone on its behalf and/or due to a defect in the component, whichever of the two is earlier. Notwithstanding the provisions in this section, in the event a component in the system is replaced once whereby the cost thereof is less than 3,000 US $ due to a defect in the component and/or in the system, then without derogating from the Vendor’s undertakings under this agreement, including the dates to repair any fault, the Vendor warrants and undertakes that the time to deliver such a component to the Commissioning Entity’s site will be five hours and this for 12 months following the replacement date as stated above.

6. **Schedules**

6.1 The Vendor undertakes to deliver the designated equipment to the Hospital pursuant to the specification stipulated in Appendix A to this agreement, including any item of the equipment and/or materials detailed in such an appendix within 12 months of the equipment delivery order date, **Appendix A1** to this agreement or on the date detailed in Appendix A1, of the Commissioning Entity’s decision.

Without derogating from the generality of the foregoing in this section, it is clarified that the Vendor will deliver, install and maintain, in addition to any equipment item detailed in the equipment delivery order any component and/or machinery and/or software and/or any other equipment item, without consideration and at the Vendor’s expense, insofar as necessary, so that the designated equipment to be delivered by it meets all the quality and standard requirements detailed in this agreement, and they will be considered, for all senses and purposes, as if recorded by the Commissioning Entity in an equipment delivery order.

Additionally and without derogating from the provisions above, it is clarified that the Vendor will offer the Commissioning Entity, in addition to any Accompanying Service as detailed in the equipment order form, without consideration and at the Vendor’s expense, any service that is necessary so that the designated equipment to be delivered by it meets all the quality and standard requirements detailed in this agreement, and they will be considered, for all senses and purposes, as if recorded by the Commissioning Entity in an equipment delivery order.

It is clarified that the Vendor will provide, without consideration, the most innovative hardware and software offered by the Vendor and/or that exists with the Vendor at the time installed in relation to the designated equipment.

6.2 The Vendor will deliver the designated equipment to the place and/or places intended to assemble it at the Commissioning Entity’s site and at the time and on dates instructed by the Commissioning Entity. It is clarified that determining the location to install the designated equipment will be pursuant to the Commissioning Entity’s sole discretion.

6.3 The Vendor will complete, at its expense and pursuant to the matter, the assembly of the designated equipment so that it meets all the requirements detailed in this agreement, will work continuously at the full output and excellent quality by the date determined in the equipment delivery order.

6.4 It is clarified that the Vendor’s undertakings under this agreement in relation to the designated equipment will apply *mutatis mutandis* and without any additional consideration, to accessories purchased by the Commissioning Entity from the Vendor, if purchased, in addition to the designated equipment.

6.5 The Vendor will deliver to the Commissioning Entity notice within three business days in advance stating the date to complete assembly and installation of the equipment as detailed in this section.

From the completion of assembly of the equipment date, including all of its components and parts as detailed in this section and for a period of 30 days according to the Commissioning Entity’s determination, trial run tests will be carried out on the equipment (Hereinafter - ‘The Trial Period’). It is clarified that if during the trial run period faults are discovered which prevent proper, complete and effective operation of the equipment, including all of its components and parts and/or of any of its systems, the trial run period will be extended in accordance with the period during which the proper operation was prevented as stated above, in accordance with the Commissioning Entity and/or the Hospital’s determination.

6.6 The Commissioning Entity will determine, of its sole discretion, whether the equipment successfully passed al the acceptance tests during the trial run period to its complete satisfaction, and if so, written approval thereof will be delivered to the Vendor (Hereinafter - ‘the Certificate of Completion’). It is clarified that successfully passing the acceptance tests does not derogate from the Vendor’s liability for the equipment and the Vendor’s responsibility to render the Accompanying Services. It is clarified that the Vendor will do, at its expense, all the actions required for the equipment to work in full coordination and with full integration to the Commissioning Entity’s satisfaction with all the other existing systems and/or other equipment existing at the medical center (including but not limited to data communication with any other system at the Hospital as necessary), and the equipment will not receive a Certificate of Completion so long as it does not work in full coordination to the Commissioning Entity and/or the Medical Center’s full satisfaction with all the other systems and/or equipment existing at the medical center.

6.7 Upon delivering the equipment to the Commissioning Entity, the full and complete ownership of the equipment and its components and parts will be transferred to the Tel Aviv Medical Center for all senses and purposes.

6.8 Due to the importance of the regular and continuous operation of the equipment to treat patients, the Vendor hereby waives its right to cancel the agreement and/or to terminate the service and/or the support, and should this agreement be breached by the Commissioning Entity, the only relief available to the Vendor will be a monetary claim against the Commissioning Entity.

6.10 It is clarified that this section and all of the Vendor’s undertakings for it will apply jointly and accumulatively in relation to each one of the devices ordered by the Commissioning Entity from the Vendor.

7. Documentation, Training and Updates

7.1 Upon installing the equipment the Vendor will remit to the Commissioning Entity all the technical material and the explanatory and training material including the operating manuals (one of copy on digital media for medical engineering and a copy for the user of the operating manual) and the service manual - on digital media for medical engineering) to operate and maintain the equipment. Without derogating from the provisions above, the Vendor undertakes to deliver to the Commissioning Entity procedures for preventative maintenance and periodic testing (details of all the actions, frequency of the actions and test forms/ service forms - one copy on digital media for medical engineering) both at the user level and for the technical staff. Similarly, operating insurances and maintenance instructions for the user (including cleaning and disinfecting) in Hebrew will be attached to the equipment and/or to each system.

Without derogating from the provisions above, the following must be attached: a. full literature necessary for full operation and maintenance, including preventative services, as acceptable for the Manufacturer’s service engineers. b. A set of software for backup. c. Service software including TEST-KEY or any means to render full service during the Warranty Period and thereafter. d. Accessories and special work tools to service the equipment, if such exist.

7.2 The Vendor is responsible at its expense to provide to the Professional Staff (Hereinafter: ‘The Professional Staff’) to be appointed by the Commissioning Entity, comprehensive and professional training with regard to the equipment. The training will continue so long as the Commissioning Entity demands this to train its employees and/or anyone on its behalf to work with the equipment, and at least until a proper level of operation is obtained, of the Commissioning Entity’s discretion. The training will be conducted at the Hospital. It is clarified that the Certificate of Completion will not be given until the training is not completed to the Commissioning Entity’s satisfaction.

7.3 The Vendor undertakes to install during the entire period this agreement applies, even after the Warranty Period, all the software updates issued by the Vendor and/or by anyone on its behalf in relation to the equipment and which was purchased and/or will be purchased by the Commissioning Entity and this as soon as possible after the update is issued, and will provide the Commissioning Entity with training in relation to the update and all this without consideration and at the Vendor’s expense.

7.4 The Vendor undertakes to install from the date this agreement is signed, and until the end of 24 months following the end of the Warranty Period, within the meaning thereof below, all updates and upgrades of the software and/or hardware issued by the Vendor and/or on its behalf and/or the Equipment Manufacturer and/or anyone on its behalf in relation to the equipment, whether purchased by the Commissioning Entity or not, and this as soon as possible after the update and/or upgrade is issued, and will provide the Commissioning Entity with training in relation to the update and/or upgrade in the software and/or hardware and all this without consideration and at the Vendor’s expense.

7.5 The Vendor undertakes that it will ensure that any update and/or installation of software and/or hardware will not prejudice the functioning of the equipment and all of its components and parts (except the time necessary to perform the installation and/or update and training required to implement the software) and in any case will not prevent the Commissioning Entity to perform applications which before the installation and/or update the equipment and all of its components and parts were capable of performing prior to the installation and/or update (including but without derogating from the generality of the provisions above, will not harm the database that exists in the equipment). In any case performance of an application is prevented as stated above, the Vendor will make available to the Commissioning Entity, without consideration, assistance from the Vendor’s support and service engineers insofar as necessary to remove the hindrance.

7.6 Without derogating from the provisions above, the Vendor undertakes to provide for an unlimited period of time, so long as the Commissioning Entity makes use of the equipment, at the Vendor’s expense and with no additional payment on the Commissioning Entity’s part:

7.6.1 Updates and service instructions that are distributed in the future for the equipment (hardware and software).

7.6.2 Regular application training and in particular for new applications (after updates and/or upgrades of the hardware and/or software).

8. The Consideration and Manner of Payment Thereof:

* 1. In consideration for the works to be performed by the Vendor under this agreement and subject to the fact that the Vendor fulfills all of its undertakings pursuant to this agreement, the Commissioning Entity will pay the consideration stipulated in Section 1 in **Appendix B** to this agreement Sixty (60) days after the end of the month during which the Vendor received from the Commissioning Entity approval that it met the milestones detailed below (EOM + 60) and in return for a lawfully issued tax invoice:
     + 1. 30% Advance, 30 days after this agreement is signed by the Commissioning Entity in return for an Advance Guarantee as detailed in this agreement below.
       2. 50% after receiving the Certificate of Completion.
       3. 10% Three months after receiving the Certificate of Completion.
       4. 10% Six months after receiving the Certificate of Completion.

8.2 The consideration for the maintenance services (Section 2 in Appendix B) will be paid in quarterly payments for the services rendered in the quarter gone by. The payment terms will be: EOM + 60 and in return for a lawfully issued tax invoice. It is clarified that without derogating from the provisions in this agreement, the Commissioning Entity will be entitled to endorse its undertaking to pay the Tel Aviv Medical Center, and the Vendor waives any allegation in this respect.

8.3 Without derogating from the provisions above, it is clarified that in any case the consideration for the equipment and/or maintenance services and/or any other service detailed in Appendix B includes all the expenses the Vendor will bear for the assembly, installation, running the equipment, training and all the rest of the expenses, direct and/or indirect for delivering the equipment until received and operated by the Commissioning Entity in accordance with the provisions in this agreement.

8.4 The consideration detailed in Appendix B is final and absolute and the Vendor will not be entitled to additional consideration for its services beyond that detailed in Appendix B, and it waives any allegation and/or demand in relation to, including but not limited to allegations pertaining to price increases and/or loss of profits etc.

8.5 It is clarified that payment of any of the payments stated above does not constitute the Commissioning Entity’s approval with regard to the Vendor satisfying any of its undertakings.

8.6 For the avoidance of doubt it is clarified that the Vendor will not be entitled to any consideration for devices that were not actually delivered.

8.7 The Commissioning Entity reserves the option to order additional equipment items, if and insofar as it does so (of its sole discretion) then the prices detailed in Appendix B will apply *mutatis mutandis* and relative to the additional equipment and the provisions in this agreement will apply to the additional equipment *mutatis mutandis*. The provisions in this section do not compel the Commissioning Entity to order additional equipment and the Vendor waives any allegation and/or demand in relation thereto.

9. **Liability**

9.1 By the end of twelve (12) months of receiving the Certificate of Completion in relation to the equipment (Hereinafter: The Warranty Period) the Vendor will execute, at its expense and responsibility, all that needs to be done to repair any fault and/or defect and/or damage and/or other deficiency of any type and kind that the equipment and all of its components and parts sustain and/or its various components sustain, for any reason unless such a defect or fault was caused due to the Commissioning Entity and/or anyone on its behalf malice. Without derogating from the provisions above, throughout the entire Warranty Period the Vendor undertakes to render, without consideration, regular maintenance servicing services (including but not limited to replacing batteries and spare parts) including but not limited to preventative services, regular service and replacing parts and this in accordance with the dates that are coordinated between the parties in writing and in accordance with the Equipment Manufacturer’s instructions. If Appendix A contains more than one equipment item, then the Warranty Period with regard to each equipment item will apply from the moment the Certificate of Completion is awarded for that equipment item.

9.2 The Commissioning Entity reserves the right to engage with third parties instead of with the Vendor or in addition to its engagement with the Vendor, to purchase support and maintenance services from them for the equipment.

9.3 Without derogating from the provisions above, the Vendor’s warranty will be full and will include warranty for hardware, software and OEM packages in the equipment, installation and integration between the equipment and any device in the Commissioning Entity’s possession.

9.4 The Vendor’s services will be rendered skillfully, professionally and to the Commissioning Entity’s satisfaction, and to this end will hire skilled and experienced manpower.

9.5 The Vendor undertakes that during the entire warranty and service period, support, repair and maintenance services will be rendered for the equipment by the Vendor. The Vendor undertakes that it will be available over the telephone during all hours of operation of the equipment to receive calls regarding faults and to provide an immediate solution, including, if necessary, whereupon the fault cannot be repaired remotely, sending a representative on its behalf promptly to the Hospital to repair the fault. In the event and the solution for the fault requires the Manufacturer’s involvement during hours that it does not operate, the repair of the fault will be deferred to the following morning.

Without derogating from the provisions above and in addition thereto, the Vendor undertakes that during the entire Warranty Period support, repair and maintenance services will be rendered by the Vendor for the equipment and the Vendor undertakes that no later than 4 hours of a fault causing downtime being reported and within 12 hours of a fault that does not cause downtime, each fault will be repaired so that the equipment will return to work continuously at its full output. If the fault is not repaired within 24 hours, the Commissioning Entity will be entitled (without derogating from its right under the law and/or agreement) to Liquidated Damages of a rate of NIS 35,000 for every 24 hour delay.

In this respect “downtime fault” - any fault preventing use of the equipment according to its purpose of the Commissioning Entity’s discretion. The Commissioning Entity’s decision whether a fault causes downtime or not will be final and cannot be challenged and will be binding upon the Vendor, and it waives any allegation and/or demand in relation thereto.

9.6 It is clarified that the provisions in this section will also apply to an emergency and the Vendor waives any allegation and/or demand in relation thereto, including but not limited to a demand relating to additional payment.

9.7 At the end of the Warranty Period for at least 9 (Nine) years following the end of the Warranty Period, the Vendor undertakes to render to the Commissioning Entity, maintenance services in accordance with the consideration detailed in Appendix B to this agreement of the same service level offered during the Warranty Period (“The Maintenance Period”). The provisions in Section 9.1-9.6 above will apply to the maintenance period, *mutatis mutandis*. The Commissioning Entity alone will be entitled to terminate and/or cancel and/or end the maintenance services, for any reason, including but not limited to convenience reasons, in a written notice to the Vendor of 15 days in advance and without derogating from the rest of the Commissioning Entity’s rights pursuant to any law. The Vendor undertakes to render maintenance services to the Commissioning Entity so long as the Commissioning Entity so desires and at least for a period of 9 (Nine) years of the end of the Warranty Period and it waives its right to cancel the maintenance period even if this right was granted to it by law.

9.8 Notwithstanding the provisions above, the Vendor will not be liable for damage caused intentionally and/or gross negligently by the Commissioning Entity and/or someone on its behalf and/or due to an act contrary to the Equipment Manufacturer ’s reasonable instructions remitted to the Commissioning Entity in writing and in advance and/or due to a repair carried out by the Commissioning Entity on the equipment not in accordance with the Vendor’s instructions given to the Commissioning Entity in writing and in advance.

9.9 That it will keep in its possession for the entire agreement period and at the very least for 10 years after the maintenance period ends, an Inventory of working and suitable spare parts of the types required for the purpose of meeting its undertakings and of a sufficient quantity, with the skilled and professional manpower. The Inventory of spare parts will be kept in the State of Israel and the Vendor undertakes to deliver the spare parts to the Commissioning Entity’s site immediately upon its demand as instructed by the Commissioning Entity of its discretion.

9.10 This section will apply to all items of the equipment supplied by the Vendor. It is clarified that this section and all of the Vendor’s undertakings for it will apply jointly and accumulatively in relation to each one of the devices ordered by the Commissioning Entity from the Vendor. Thus for example, the Warranty Period in relation to each device will start from the time the device received the Certificate of Completion.

10. **Vendor's Responsibility for Damage**

10.1 Without derogating from the provisions in any law, the Vendor will be responsible for any damage to the person or mind the Commissioning Entity and/or its employees and/or anyone on its behalf and/or a third party sustains due to an act and/or omission by the Vendor and/or employees and/or anyone acting under its service, in connection with and deriving from executing the Vendor’s undertakings pursuant to this agreement.

10.2 The Vendor is exclusively liable for any loss and/or damage to the person and/or property and/or mind, the Vendor, its employees, its sub-contractors, agents and anyone under its service and/or on its behalf sustain during the course of and/or resulting from and/or in connection with performing the Vendor’s undertakings pursuant to this agreement and/or in connection with the equipment and all of its components and parts subject matter of this agreement and must compensate them and/or their dependents and/or heirs.

10.3 Without derogating from the Vendor’s liability under this agreement and/or by law and explicitly and in addition to such liability, the Vendor assumes the provisions in the Liability for Defective Products Law, 5740 - 1980 with regard to the Manufacturer and/or importer’s liability as if it were the Manufacturer and/or importer within the meaning of the foregoing Liability Law. In this respect this agreement is in favor of a third party - in favor of anyone who may be hurt and sustain bodily injuries as a result of a defect in the equipment and any of its components and parts constituting a product within the meaning thereof in the Liability for Defective Products Law, 5740 - 1980.

10.4 This Section and all of its sub-sections, are fundamental to the agreement and a breach hereof and/or a breach of any of its conditions will constitute a material breach of the agreement.

11. **Compensation and Indemnification by the Vendor**

11.1 The Vendor undertakes to take at its expense all means necessary to prevent the damages, loss, injuries and accidents for which the Vendor is liable under the agreement and/or by law, including and without derogating from the generality of the above, those mentioned and detailed in Section 10 above.

11.2 The Vendor undertakes to step into the Commissioning Entity and/or its employees and/or agents shoes in the event they are sued jointly and/or severally for damages the Vendor is responsible for pursuant to the provisions in Section 10 above, unless the Commissioning Entity determines otherwise in writing and in advance.

Without derogating from the provisions above, the Vendor undertakes, at its expense, to step into the Commissioning Entity and/or its employees and/or agents and/or anyone acting on their behalf shoes, in the event all and/or one of them are sued for damage as stated in this agreement and/or to be summoned as an additional defendant or third party in any such claim and all of the Commissioning Entity’s determination and absolute discretion.

The Vendor hereby warrants that in the event it is summoned as an additional defendant or third party in a claim against the Commissioning Entity and/or anyone on its behalf as stated above, it waives in advance any objection to such a summon, provided that if the Vendor as an additional defendant or third party as stated above, was summoned and did not show, the Vendor agrees in advance to any arrangement or settlement which the Commissioning Entity deems fit to make of its absolute discretion and to bear the payment thereof.

11.3 The Vendor undertakes to indemnify and compensate fully and immediately upon receiving a written demand, the Commissioning Entity and/or someone on its behalf for any amount that is adjudicated against them and/or any one of them in connection to damages that the Vendor is liable for as stated in Section 10 above, including but not limited to court costs and attorney's fees, provided that the Vendor was given an opportunity to defend such a claim or a third party notice was sent to it in that claim.

11.4 Without derogating from the Vendor’s undertakings in this agreement, the Commissioning Entity may repair itself and/or through others, damages that Vendor is liable to repair pursuant to the provisions in this chapter at the Vendor’s expense and this without prejudicing the scope of the Vendor’s liability under this agreement, and the Vendor will bear al the costs associated with repairing the said damages in addition to 20% general expenses of the Commissioning Entity.

11.5 Any amount that the Vendor is liable to pay under the provisions in this chapter, and the Commissioning Entity was charged by law to pay it, the Commissioning Entity may, without derogating from the rest of its rights under this agreement and/or by law, to collect it and/or deduct it from any amount owing and/or that will be owing to the Vendor from the Commissioning Entity at any time whatsoever, and may collect from the Vendor, in any other manner, including but not limited to realizing the guarantees mentioned above.

11.6 The indemnification duty and the indemnification of the Vendor, as detailed above, is contingent upon the Commissioning Entity giving notice of the claim and/or demand within a reasonable timeframe, that the Commissioning Entity cooperates with the Vendor reasonably defending the claim at the Vendor’s expense and does not settle with the plaintiff unless with the Vendor’s advance written consent and provided that the Vendor’s objection is reasonable.

**12. Insurance**

Without derogating from the Vendor’s liability pursuant to this agreement and/or by law, the Vendor will comply with the insurance provisions appearing in the “**Insurance Appendix**” and in the “**Execution of Insurance Policies Approval”**, attached to this agreement and marked as “**Appendix C**” and “**Appendix C1**” - respectively.

**13. Information Security**

Without derogating from the Vendor’s undertaking in the Public Tender and in addition thereto, the Vendor undertakes as follows:

13.1 The Vendor undertakes to act pursuant to the provisions in the law including but not limited to the procedures determined by the Commissioning Entity from time to time (including but not limited to the provisions in any law), and including but not limited to the Privacy Protection Law, 5741 - 1981 and the regulations enacted by virtue thereof, as updated from time to time, and this at no additional cost on the Vendor’s part and within the timeframe to be determined by the Commissioning Entity and/or the Tel Aviv Medical Center. Without prejudicing the generality of the provisions above the Vendor undertakes to perform all the information systems administrator requirements of the Tel Aviv Medical Center, including but not limited to all credibility tests pursuant to the law, including but not limited to the Privacy Protection Law, 5741 - 1981 and the regulations enacted pursuant thereto with respect to the Vendor’s employees that the information systems administrator demands in accordance with the information security officer’s definitions at the Tel Aviv Medical Center.

13.2 The Vendor undertakes to act to keep absolutely secret any information that reaches it as a result of performing its services under this agreement and to ensure that all of its employees and/or those acting on its behalf keep the information absolutely secret and not to disclose to any third party and/or not to make any use of the information that reaches them as a result of performing the services under this agreement including information relating to the Commissioning Entity and/or the Tel Aviv Medical Center and/or their employees and/or the patients treated at the Tel Aviv Medical Center and/or anyone on their behalf including signing the non-disclosure appendix attached to this agreement. Without derogating from the Commissioning Entity’s right pursuant to the law and/or agreement, due to a violation of the non-disclosure obligation in this section and/or pursuant to the non-disclosure appendix, the Vendor will pay as Liquidated Damages to the Commissioning Entity a sum of NIS 75,000 as Liquidated Damages without having to prove damage for each case the non-disclosure obligation is violated and/or for any employee of the Commissioning Entity and/or the Tel Aviv Medical Center and/or a patient of the Tel Aviv Medical Center whose privacy was invaded by the Vendor and/or by any of its employees and/or anyone on its behalf.

The provisions above will not apply in relation to information that is in the public domain not as a result of an act and/or omission of the Vendor and/or someone on its behalf and/or information which the Vendor knew of before its disclosure as proven by the Vendor through written documents.

13.3 The Vendor will be liable toward the Commissioning Entity and/or the Tel Aviv Medical Center to keep the information remitted to it or through it secret, including but not limited to reports, forms, email and magnetic media”.

13.4 The Vendor will comply with all the Commissioning Entity and/or the Tel Aviv Medical Center and/or bodies that the Commissioning Entity and/or the Tel Aviv Medical Center operates in accordance with their instructions such as the Ministry of Health’s instructions.

13.5 The Vendor will ensure to secure all the information that reaches it within the framework of performing the Accompanying Services. The Vendor will present to the Tel Aviv Medical Center, upon its demand, the means it uses to secure the information.

13.6 The Vendor will prevent access to the computer systems in its possession or to the computer systems serving it (and from which the computers and/or the information that served the Vendor to perform the services can be reached) for the purpose of performing the services, from whoever is not authorized to peruse the material or information stored on the computer and from whoever did not sign a non-disclosure undertaking.

13.7 All the information in connection with the system subject matter of the Vendor’s services will be stored on the servers and computers on a website to be approved in advance by the Commissioning Entity and/or the Tel Aviv Medical Center. The Commissioning Entity and/or the Tel Aviv Medical Center or anyone on their behalf will have the right to inspect, subject to coordinating this in advance with the Vendor how the systems subject matter of the Vendor’s services and the information are saved by the Vendor and to instruct it to take additional actions to save the equipment subject matter of the Vendor’s services and information.

13.8 It is agreed between the parties that if information security violations are discovered not in accordance with the provisions in this agreement, whether by the Commissioning Entity or by any other body on its behalf and not on its behalf, and of their sole discretion, the Vendor will rectify the defects fully and without any additional payment on the Commissioning Entity’s behalf.

13.9 If there is a conflict between this agreement and all matters relating to non-disclosure and/or information security, the provision that is harsher on the Vendor and/or employees and/or anyone on its behalf will apply. In any case of a dispute with respect to the definition of the harsher provision, the Vendor will be responsible to bring the question before the authorized entities at the Commissioning Entity and/or the Tel Aviv Medical Center for acknowledgement and a decision by the Commissioning Entity (after hearing the Vendor’s arguments) will be final and cannot be challenged and the Vendor undertakes to act pursuant thereto.

13.10 This Section and all of its sub-sections, are fundamental to the agreement and a breach hereof and/or a breach of any of its conditions will constitute a material breach of the agreement.

14. **Advance Guarantee**

14.1 Without derogating from the provisions above, to secure fulfillment of all of the Vendor’s undertakings and the Commissioning Entity’s payment as detailed in this agreement and the fulfillment of its representations pursuant to this agreement, the Vendor will furnish to the Commissioning Entity and payable to it on the dates detailed below, a guarantee which is an autonomous Bank Guarantee or autonomous guarantee from an Israeli insurance Company holding a license to engage in insurance pursuant to the Supervision of the Insurance Business Law, 5741 - 1981 in the format detailed in **Appendix D** to this agreement (“The Advance Guarantee”).

14.2 Advance Guarantee - as a condition precedent to the first payment the Vendor will remit to the Commissioning Entity 30 (Thirty) days before the advance payment is made, an Advance Guarantee of the advance payment amount which will be valid for up to 60 days after receiving the Certificate of Completion. The guarantee will be payable to the Commissioning Entity, an autonomous guarantee, unconditional to be paid upon demand, Index linked, pursuant to the terms and in the format determined in Appendix D1, (Hereinafter: “The Advance Guarantee”).

14.3 No consideration will be paid unless the Advance Guarantee was deposited as stated in the provisions in this agreement.

14.4 The Advance Guarantee will be returned to the Vendor 60 days after receiving the Certificate of Completion subject to the Commissioning Entity consenting to returning the guarantee to the Vendor.

14.5 The provisions in Sections 15.10 - 15.5 to the agreement will apply *mutatis mutandis* also the Advance Guarantee.

15. **Bank Guarantee**

15.1 To secure fulfillment of all of the Vendor’s undertakings pursuant to the provisions in the agreement, in full and on time, the Vendor will furnish to the Commissioning Entity and payable to it no later than 10 (Ten) days of the date this agreement is signed an autonomous Bank Guarantee or autonomous guarantee from an Israeli insurance Company holding a license to engage in insurance pursuant to the Supervision of the Insurance Business Law, 5741 - 1981 in the format detailed in **Appendix D** to this agreement (“The Bank Guarantee”).

15.2 The Bank Guarantee will be of a rate of 5% (Five Percent) of the price as detailed in Section 1 to Appendix B including VAT.

15.3 The Bank Guarantee will be linked to the Consumer Prices Index published from by the Central Bureau of Statistics.

15.4 The Bank Guarantee will be valid for up to 30 days after the agreement period ends and in any case 30 days after the end of the Warranty Period, whichever of the two is later.

15.5 All the expenses relating to issuing the Bank Guarantee and/or extending the validity thereof and/or collecting on it and/or increasing the scope thereof, as applicable, will apply to the Vendor and will be paid by it.

15.6 Providing the foregoing Bank Guarantee and/or it being realized by the Commissioning Entity will not derogate from the Vendor’s obligations toward the Commissioning Entity pursuant to the agreement and/or pursuant to the law and/or to derogate from the Commissioning Entity’s rights to claim any relief it deserves and/or will deserve under the agreement and/or by law.

15.7 In the event the Bank Guarantee in its entirety or in part is realized, whether due to the validity thereof ending and it was not extended or due to any other reason, the Vendor undertakes to furnish to the Commissioning Entity, immediately upon the Commissioning Entity’s demand, a new Bank Guarantee, for a period and terms identical to the guarantee that was realized.

15.8 The Commissioning Entity may collect from the Vendor any payment and/or compensation and/or any indemnification it deserves from the Vendor pursuant to the agreement and/or by law, by realizing the Bank Guarantee and this without having to prove its demand and/or first contacting the Vendor to demand payment from it.

15.9 Without derogating from the generality of the foregoing, in the case the Vendor breaches any of the agreement conditions, the Commissioning Entity may, without derogating from and/or prejudicing any of its rights pursuant to the agreement and/or the provisions in the law, forfeit the Bank Guarantee Amount in its entirety or in part, of its sole discretion, without the Vendor being able to object to such forfeiture.

15.10 This Section and all of its sub-sections, are fundamental to the agreement and a breach hereof and/or a breach of any of its conditions will constitute a material breach of the agreement.

16. **Liquidated Damages**

Without derogating from the rest of the provisions in this agreement and additionally:

16.1 **Liquidated Damages resulting from a Material Breach.**

In the case the Vendor materially breaches this agreement, it must pay the Commissioning Entity Liquidated Damages of 5% (Five Percent) of the price as detailed in Section 1 to Appendix B including VAT due to such a breach.

16.2 **Compensation for late delivery of the equipment and/or receipt of Certificate of Completion**

In the case the Vendor does not meet the schedule to deliver and/or install the machine and/or to receive the Certificate of Completion, then for each day the Vendor is late it must pay Liquidated Damages of NIS 2000.

16.3 If and insofar as the Commissioning Entity discovers that during the Warranty Period and/or maintenance period the Vendor did not regularly maintain and/or did not perform preventative maintenance for the equipment in accordance with the Equipment Manufacturer’s instructions and in accordance with the provisions in this agreement, then for not performing any action the Vendor must pay Liquidated Damages of a sum of NIS 20,000 for not performing such an action and/or performing it in a defective manner.

16.4 The compensation amounts detailed in the section will be referred to below jointly and severally: Liquidated Damages.

16.5 The Commissioning Entity’s determination that the Vendor did not withstand its commitments will be final and cannot be challenged.

16.6 Upon the Vendor’s written demand, the Vendor will be entitled to raise its arguments before the Commissioning Entity, however the Commissioning Entity’s decision will be final and cannot be challenged.

16.7 The Liquidated Damages are pre-agreed and determined, without having to prove damage, and this in addition to the Vendor’s liability pursuant to any other section of the agreement and pursuant to the law, and in addition to the Commissioning Entity’s rights pursuant to the law and pursuant to the conditions of the agreement and its appendices. The Liquidated Damages will be linked to the Consumer Prices Index recorded on the day this agreement is signed.

16.8 The Commissioning Entity may deduct the Liquidated Damages amount as stated above from any amount owing to the Vendor at any given time and may collect them from the Vendor through any other way. Payment of the compensation or deductions, does not release the Vendor of is liability to complete the services or from any other undertaking under the agreement and/or to derogate from any relief available to the Commissioning Entity by virtue of the agreement or by virtue of the law.

17. In any case of a dispute and/or difference of opinion and/or disagreement that arises between the Commissioning Entity and/or anyone acting on its behalf and/or by virtue of it and the Vendor in connection with the agreement or deriving from it, the Vendor will not slow down the pace it performs its undertakings pursuant to this agreement and will not prejudice in any other manner the completion and/or delivery of the equipment to the Commissioning Entity notwithstanding the differences of opinion.

18. The law to apply to this agreement is the law of the State of Israel and exclusive and only jurisdiction is afforded solely to the courts in Tel Aviv.

19. The Vendor hereby waives any offsetting right and/or lien afforded to it by law against the Commissioning Entity. The Vendor hereby agrees that the Commissioning Entity will be entitled to offset and/or withhold and/or collect any amount owing and/or will be owing to it from the Vendor under this agreement and/or any other agreement executed between it and the Vendor, any amount owing to the Vendor from the Commissioning Entity pursuant to this agreement.

20 The Commissioning Entity agreeing to deviate from any conditions of this agreement in a particular case shall not constitute a precedent and it shall not be considered analogous to any other case. If the Commissioning Entity does not exercise rights available to it pursuant to the agreement in a particular case, this will not be deemed a waiver of those rights in another case and such conduct shall not be considered a waiver of any of the rights and obligations under this agreement.

21. It is hereby clarified that the Vendor serves as an independent Vendor and that between the Commissioning Entity and the Vendor and/or any other person employed by the Vendor or acting under its service there is no employee employer relations for no purpose and matter.

If notwithstanding the above and contrary to the parties explicit intention it is determined that the Commissioning Entity and/or the Commissioning Entity is the employer of the Vendor’s employees and/or of those acting under its service, the Vendor undertakes to immediately indemnify the Commissioning Entity for any expense (including but not limited to legal costs) or damage the Vendor sustained as a result thereof.

22. Any change or addition to this agreement will only be executed in writing, and signed by the parties.

23. The Commissioning Entity may endorse its rights and obligations under this agreement to the Hospital of its sole discretion. The Vendor will not be entitled to endorse its rights and/or obligations under this agreement without the consent of the Commissioning Entity to be given in writing and in advance.

24. This agreement is an agreement in favor of a third party, the Sourasky Tel Aviv Medical Center.

25. It is clarified, that if Appendix A contains more than one equipment item, then each one of the Vendor’s undertakings detailed in this agreement will apply in relation to each one of the equipment components jointly and severally.

26. **Notices and Addresses**

26.1 The parties' addresses for the purpose of this agreement will be:-

The Commissioning Entity - 6 Weizmann Street, Tel Aviv.

The Vendor - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

26.2 A party who moves will give notice thereof within a reasonable time to the other party.

26.3 A notice that is to be delivered pursuant to this agreement will be delivered to the parties at their addresses referenced above, by hand delivery with confirmation of delivery. However, a party to this agreement may deliver a notice also by way of a telegram or fax, provided that delivery can be verified.

26.4 Any notice that is delivered in accordance with the provisions in this section, will be considered as delivered to the address two business days of the time receipt thereof was confirmed.

In Witness Whereof the Parties Hereto Set Their Hands

On The Day And At The Place Stated Above:-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Commissioning Party The Vendor

Appendix A

Technical Specification

1. **General**

The Commissioning Entity is interested in receiving bids to purchase a Multiplace hyperbaric chamber designed for 18 patients.

The chamber will be installed at a designated area in the hyperbaric clinic to be presented at the Vendors Convention.

The cabin and engine room will be located on two different levels, one above the other, but at a horizontal distance from each other.

The bid will include transporting and delivery of the system and all of its components, installation, connecting the systems detailed in this document between the machines room and the hyperbaric chamber and the control station including but not limited to all required conduits, operating accompaniment, training, service and maintenance of the hyperbaric chamber throughout the warrant period and the service period thereafter.

The system will include all the equipment and accessories necessary to install and operate it at the Commissioning Entity as part of the designated clinic.

At the Vendors Convention the Bidders will be shown the site designated for the system, data regarding existing infrastructures and the area conditions to transport the system to the site.

1. **Definitions**
   1. System: Hyperbaric chamber designed for 18 patients at the same time, pursuant to the configuration defined in the technical specification, control station, operating system in the machines room and connecting the systems between the machines room and the chamber and the control station.
   2. The Warranty Period - one year of operating the system
   3. The Service Period - 9 years after the Warranty Period ends.
   4. The Bidder - entity submitting the bid
   5. The Vendor - the winner of delivering and maintenance of the system.
2. **Requirements for the System**

**3.1 The Chamber**

1. The Basic Structure Of The Chamber: the chamber, a repose cylinder shape (Ω-shape) will contain 3 compartments separated by walls and doors:
   * The primary compartment is for 12 patients sitting down + 2 escorts
   * The secondary compartment is for 6 patients + 2 escorts or 2 gurneys
   * Middle compartment for 2 persons sitting down
2. External dimensions of the chamber: no more than. 13 meters long, and 2.5 meters width and height.
3. Maximum work pressure in chamber: 3 bar absolute = 3ATA
4. Each patient will have access to an oxygen mask / personal air.
   1. The system responsible for the patients breathing in the hyperbaric chamber conforms to Standard EN-14931. It will include an entry unit and extraction unit and will be integrated into the supply chain above the patients' seats, and can be adjusted from the control room.
   2. The internal design of the chamber will allow for optimal exploitation of the space and uniform spread of the load over the structure’s floor.
   3. The chamber temperature will be controlled and pleasant for those sitting in the chamber. The chamber space can be heated and cooled using a special system for hyperbaric chambers, with control and adjustments from outside the chamber.
   4. The chamber has a direct entrance door of a width of 120 cm tailored for patients who walk and are bedridden, and for wheelchairs. The door has a broad viewing window that is sealed from the pressure.
   5. There are sliding doors in the chamber between the three compartments. The doors to the small compartment is 120 cm wide (a gurney can pass through) and the the large chamber a width of 80 cm. The doors will be easy to operate, floor level to allow for continuous movement (without inclines) between the compartments. The doors will contain unique viewing windows allowing for a broad field of vision, sealed from the pressure.
   6. The chamber doors will have an easy to operate and safe locking mechanism so that it can be opened during an emergency.
   7. Along the cambers there will be viewing windows from the outside in.
   8. The chamber will be coated from the outside and the inside with an anti-corrosion material suitable for use in hyperbaric chambers.
   9. There will be ducts to lead pipes and cables, for safe operation and esthetic appearance.
   10. The inside of the chamber will provide comfortable seating space for the patients.
   11. In the treatment compartments and the passageway compartment an effective system will be installed to silence air flow sounds entering and exiting the compartment and the sounds of the ventilation system.
   12. The patients' seats will be comfortable from an ergonomic aspect, will be suitable for prolonged sitting and will include a high back rest and two adjustable armrests. The upholstery of the seats will be water, fire and chemical resistant, easy to clean and disinfect. Each seat will have a cup holder.
   13. In each one of the treatment compartments and in the passageway compartment, 2 foldable seats will be installed that are similar to the patients' seats for potential escorts.
   14. It will be possible to place a gurney in the small compartment for a bedridden patient.
   15. Control and command over all the system measurements will be possible from the designated control station: air pressure, oxygen concentration, temperature, humidity etc.
   16. Communication system between the three compartments and the control room will include:
5. voice telephone with alert button (for each patient)
6. Analog clock
7. Button for the alert system in an emergency situation.
8. In the treatment compartment there will be a display with a digital indication of the air pressure in the chamber, time, temperature in the chamber, the time remaining for the treatment.
   1. The system can display the number of treatment cycles performed in the chamber.
   2. There will be an option of monitoring all the patients in the chamber/ chambers from the control station, during the course of the treatment through audio, and visual (cameras).
   3. Personal two-way communication will be possible between the patients in the chamber and the therapist and/or control station outside the chamber while identifying the patient’s location and seat in the chamber.
   4. The system will allow for built in operation of the treatment plans / protocols.
   5. Adjusting the internal lighting in the chamber will be possible.
   6. In each compartment there will be shelves to store medical devices, water for patients and the like. The shelves will be stainless steel shelves that can be disinfected.
   7. The floor of the chamber will be made from an anti-slip material that can be washed and disinfected.
   8. The paint in the chamber will be fire resistant and non-toxic. Option: there will be an option to choose the color of the paint inside the chamber.
   9. In all three compartments fire extinguishers in water will be installed, adjusted for use in the hyperbaric system.
   10. There will be an automatic sprinkler system in the chamber adjustable to the hyperbaric chamber.
   11. In the passageway compartment there will be a quick air removal valve for emergency situations.
   12. A multimedia system will be installed in the chamber for patients to spend the time pleasantly , with an option for the patient to choose the channel of his choice.
   13. The system will be delivered with a set of personal masks for 20 patients and 2 gurneys with a suitable mattress to enable bedridden patients to enter the chamber.
   14. **Control and Command Station**

The system will include a computerized control and command station including a concentrated display of all the controlled parameters, and a full backup system with a concentrated display of the parameters to allow for continued activity of the chamber manually in the event of a fault in the computer system.

Remote Support And Maintenance Will Be Possible For The Control And Command Station.

The system will include:

1. Control Table.
2. Computerization and control system with control means for computerized and manual operation of the chamber to include:
3. Systems to measure concentration of oxygen in each one of the compartments.
4. Automatic mechanism to change the gas the patient breathes in (transitioning from breathing oxygen to breathing “regular” air)
5. Control system to control the entry and exit of air to each one of the compartments
6. Fast release of air buttons to quickly reduce pressure in the chambers.
7. Gauge/ clock displaying pressure of the gases supplied by the Commissioning Entity to the hyperbaric chambers.
8. Intercom system for communication with the three compartments.
9. Permanent emergency telephone with alert means.
10. Television monitoring systems of patients
11. Personal touch screen for each patient based on computer operating system adjusted to a rich oxygen environment.
    1. **Infrastructures**

The machines room will be located on the level under the hyperbaric clinic in which the chamber will be installed.

The distribution of liability between the Commissioning Entity and the Vendor will be as follows:

* 1. All the construction works associated with installing the system will be done by the Commissioning Entity and of its responsibility, upon coordinating with the system Vendor.
  2. The Commissioning Entity will provide the machines room feeding electricity, water, oxygen and air conditioning pursuant to the Manufacturer’s technical requirements.
  3. The Vendor will deliver and install in the machines room all the equipment necessary to operate the system, as part of delivering the system.
  4. The Vendor will design and connect the electricity, control, communication, computers, oxygen, water and air conditioning systems between the machines room and the hyperbaric chamber and the control station, and will design and execute all the conduits necessary to transfer the systems, fully coordinated with the Commissioning Entity.

It is stressed that the Vendor will be responsible for the full design and execution of that detailed above within the framework of its responsibility to deliver the system, whereby all the costs associated with the design and execution are an integral part of the system price.

* 1. **Safety Requirements**

1. The system is to include a mechanism for a prompted emergency shutdown and will have the ability to remove the patient/s from the chamber in a safe manner.
2. The system will include a system for fast regulation of the pressure in the chamber in an emergency situation.
3. The system is to include a mechanism for the patient/s to open the doors of the chamber in an emergency.
4. The system is to include a fire detection system which will immediately shut down its operation upon identifying a fire and will extinguish the fire in the event it caught light.
5. Within the hyperbaric chambers water based fire extinguishers will be installed intended for use in hyperbaric chambers.
6. The chamber’s materials and structure will enable cleaning and disinfecting the system pursuant to epidemiology requirements.
7. All of the chamber’s components are made from materials suitable to work in the hyperbaric chamber (the Vendor must present an Oil Free Approval)
8. The System’s Shutdowns:
   * 1. While the system is shutdown (in the case of a power outage or other fault) there will be an option to open the chamber and release the patient safely and quickly, including quick regulation and adjustment of the air pressure.
     2. The system will include a backup mechanism to supply power to that the treatment in the chamber will continue even if there is a power outage.
     3. The system will include an independent UPS unit connected to its management computer. The maintenance of the UPS unit will be done by the Bidder within the framework of the routine maintenance of the system.

**3.5 Computerization Requirements**

* 1. The system will have an independent computerization system with the ability of realizing the Hospital’s information systems policies: the operating system, organizational anti-virus, information security, encryptions and the like.
  2. The system’s operating system will correlate with the organization’s policies.
  3. The issue will be coordinated between the hospital and the winning bidder.
  4. **Information Security -**

1. In the event it is decided in the future to interface the system with the patient file, the Manufacturer must comply with International Information Security Standard - ISO 27001 or the Information Security Standard for Health Institutions ISO 27799, or undertake to obtain the Standard within a period of time to be defined by the Commissioning Entity.
2. If the service or part thereof is provided through an additional entity - the Bidder is obligated to include in the agreement with the additional entity, all the sections relating to information security, signing a non-disclosure with no expiration date for the validity thereof of the Company and of the employees etc.) and to include this undertaking in the agreement with TAMC
3. The Bidder is obligated to undertake to report, at least once a year, to Ichilov the manner it is performing its obligations pursuant to the Privacy Protection Law and its regulations and to notify it of any security breach.
4. The Company undertakes to sign a non-disclosure statement form with no expiration of validity for the Company.
5. The Company undertakes to have every employee and every representative on its behalf sign a non-disclosure statement form with no expiration of validity with regard thereto.
6. **Installation, Coordination and Supervision**
   1. The infrastructures will be installed by the Bidder pursuant to a plan to be approved in advance by the Commissioning Entity, to the Commissioning Entity’s standards, and through contractors to be approved in advance by the Commissioning Entity, and will comply with the Commissioning Entity’s information security requirements.
   2. The installation will be performed by the Manufacturer’s employees and by its representatives in Israel who were certified to perform the work. The Bidder will allot, throughout the entire installation period of the system and the trial run at the site a professional work manager, qualified and having proven experience in coordinating similar projects to guarantee full coordination of the work with other professional entities involved, including coordinating with the construction supervisor to be appointed by the Commissioning Entity. Upon completing installation, the work manager on the Vendor’s behalf will supervise all the tests/ examinations/ calibration, and will debrief the employees at the Commissioning Entity how to operate the system.
   3. The Vendor will connect, at its expense, the system to all the electricity, water, medical gases and energy sources necessary for proper operation and to the sewerage system at the site.
   4. Any solution/ repair/ change in the Hospital’s systems will be carried out by the Hospital’s engineers in charge of the systems and at the Commissioning Entity’s expense.
   5. All the changes necessary will be submitted in plans to be approved by the Hospital’s engineers and at the end of installation the documentation documents will be submitted to include the AS MADE plans, specifications, facility file, operating instructions and maintenance instructions.
   6. The performance stages from the moment the order is sent to the winner of the Public Tender:
      * 1. The winning Vendor will remit to the Commissioning Entity, a detailed plan for the system and all of its components, and a plan to complete the infrastructures and will present them for approval by the technical entities at the Commissioning Entity.  
           The plan will include:
           + Performance plan to complete the infrastructures, including bill of quantities containing the name of the Manufacturer s and the models for required equipment.
           + Names of sub-contractors to be hired by the Vendor for the purpose of establishing the infrastructures, installing the systems and the operation thereof.
           + Itemization of all the system parts including names of Manufacturer s and models.
           + The System’s station plan
           + Insertion of the system into the building plan
           + Machines room plan required to operate the system
           + The Manufacturer ’s requirements from the Commissioning Entity to establish the infrastructures
           + Connections plans: air, oxygen, electricity, telecommunication etc.
           + The system’s typical sections.
           + Manufacturer’s pages for all of the system’s components.
           + INPUT requirements for the Vendor’s equipment.
           + Compliance with permitted noise in the work environment approval.
           + Constructor’s approval regarding compliance of the system with the static loads and requisite codes.
        2. The plan corrections pursuant to the Commissioning Entity’s comments and final approval of the design.
        3. Performance of the connections works for all of the components by the Vendor’s contractors, to be approved, as stated above, by the Commissioning Entity.
        4. Installation by the Manufacturer or authorized entities on its behalf. Upon installing the system the winning Vendor will take into Account the hours of activity of the adjacent units at the Hospital and will consider them.
        5. Training the Professional Staff including doctors and technicians of the Commissioning Entity at the Manufacturer ’s
        6. Synchronizing the system with the Commissioning Entity’s EMR system.
        7. Running the system for 3 months.
        8. Accepting the system - performance of acceptance tests of the working system by the Commissioning Entity. Rectifying defects and delivery of a working system approved in writing by the Commissioning Entity.
        9. Delivery of the documentation materials, including training material and use and operating instructions. The Vendor will deliver to the Commissioning Entity:
        + A facility file to include the Manufacturer’s literature regarding all the parts and their features.
        + Spare parts catalogue.
        + Routine maintenance with details of the all the actions required in a performance frequency section (service before operation, after operation, weekly, monthly, six monthly, annually and the like).
        + Operating instructions to rate the operator including operating signs to be placed alongside the main parts (waste feeding cubicles).
        + Safety instructions.
        + As Made Plans
        + Specifications.
        1. Performance of training sessions for routine operation and maintenance of the system.
   7. The Vendor will install in the appropriate places board made from sustainable material upon which a summary of the instructions are engraved in Hebrew on illuminous stickers regarding an electrical component, water etc.
   8. The Vendor will mark all the command switches - alongside each switch writing or markings in Hebrew will appear indicating its function.

**Appendix A1**

**Delivery of Equipment Order Format**

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

Re: **Delivery of Equipment Order Pursuant To Agreement Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter: The Agreement)**

1. You are required to deliver the equipment as detailed below:

The requisite designated equipment: \_\_\_\_\_\_\_\_\_\_\_

2. Delivery of the designated equipment to the Hospital will be no later than \_\_\_\_\_\_\_.

3. Completion of assembling the equipment so that it is ready for the trial run tests by the Commissioning Entity, no later than: \_\_\_\_\_\_\_\_

The rest of the conditions detailed in the agreement that was signed between the parties in relation to the equipment on \_\_\_\_\_\_\_.

|  |
| --- |
| Sincerely, |
| The Health Corporation by the Tel Aviv Sourasky Medical Center |

Appendix B

Consideration

|  |
| --- |
| **ALL THE PRICES MUST BE COMPLETED AS DETAILED BELOW.** |

1. The Equipment Price: NIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (this price includes all the services detailed in the agreement, including but not limited to complete execution of the preparation works (Appendix A3 to the agreement), delivery, installation, maintenance of the equipment during the entire Warranty Period).

1A. The preparation works component in the price as detailed in Section 1: NIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. The price for an annual service contract after the Warranty Period for the equipment is NIS \_\_\_\_\_\_\_\_\_ per year (the price includes all the services during the Warranty Period including but not limited to servicing faults and full replacement of parts, including calibration and periodic preventative services.

3. The price per hour of work after the Warranty Period (in the case there is no service contract): NIS \_\_\_\_\_\_\_\_\_\_\_ per hour.

\_\_\_\_\_\_\_\_\_\_\_\_\_

4. The Prices do not include VAT stipulated by law.

5. The Prices will be valid and will not be changed for 5 (Five) years following the date this agreement is signed by the Commissioning Entity and will not be linked, after the end of the Five years, the prices will be linked to the Consumer Prices Index whereby the base Index will be the Index recorded at the end of the Five years. There will be no retroactive linkage.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature + Stamp

Signatories Names:

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Position \_\_\_\_\_\_\_\_\_\_\_\_

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Position \_\_\_\_\_\_\_\_\_\_\_\_

Appendix C - Insurance

1. Without derogating from the Vendor's liability pursuant to this agreement and/or pursuant to the law, the Vendor undertakes to execute and maintain, at its expense, for the entire agreement period (and with respect to the professional liability insurance and product liability insurance for 7 additional years after the engagement ends) the insurance policies detailed in the Execution of Insurance Policies approval attached to this agreement as Appendix C1, and constituting an integral part hereof (Hereinafter: "The Vendor's Insurance Policies" and "Execution of Insurance Policies Approval", as applicable), with a duly authorized and reputable insurance Company in Israel.
2. Without any need for a demand on the Commissioning Entity’s part, the Vendor must furnish to the Commissioning Entity, before starting to render the services subject matter of this agreement and as a condition precedent to the engagement or any payment on Account of the consideration, the execution of insurance policies approval whereby it is signed by its Insurers. Similarly, immediately at the end of the insurance period, the Vendor will furnish to the Commissioning Entity an updated execution of insurance policies approval renewing the validity of the Vendor's insurance policies for an additional insurance period and every insurance period, as long as this agreement is valid and/or later period as detailed in Section 1 above.

Each time the Vendor’s Insurer notifies the Commissioning Entity that any one of the Vendor’s insurance policies is about to be cancelled or a detrimental change is about to be made thereto, as stated at the end of execution of insurance policies approval, the Vendor undertakes to renew that insurance policy and to furnish a new insurance policy approval before the cancellation date or the detrimental change in the policy date, as stated above.

1. It is clarified that the limits on liability required within the framework of the Vendor’s insurance policies as detailed in the execution of the insurance policies approval are considered the minimum requirement imposed upon the Vendor, and does not derogate from any of the Vendor’s undertakings under the agreement and/or pursuant to the law nor does it release the Vendor of its full liability pursuant to this agreement and/or by law, and the Vendor will not have any allegation against the Commissioning Entity or anyone on the Commissioning Entity’s behalf insofar as such limits on liability are concerned.
2. The Commissioning Entity will have the right, however will not be obligated, to review the execution of the insurance policies approval to be furnished by the Vendor as stated above, and the Vendor must make any change, correction, adjustment or expansion required for the policies subject matter of the approval to match the Vendor’s undertakings under this agreement.
3. It is warranted and agreed that the Commissioning Entity’s rights to review and demand changes as detailed above do not impose upon the Commissioning Entity or anyone on the Commissioning Entity’s behalf any obligation or any liability whatsoever with regard to the insurance policies subject matter of the execution of the insurance policies approval, the nature, scope and validity thereof or the lack thereof, nor does it derogate from any obligation imposed upon the Vendor pursuant to this agreement or by law, and this whether they demanded changes as detailed above or not, whether they checked the execution of the insurance policies approval or not.
4. The Vendor exempts the Commissioning Entity and those acting on the Commissioning Entity’s behalf of any liability for loss or damage to property or equipment brought by the Vendor or on the Vendor’s behalf to the
5. Commissioning Entity’s premises or that serves the Vendor to render the services, and the Vendor will not have any allegation, demand or claim toward those mentioned above for such a loss and/or damage. Such an exemption will not apply to whoever maliciously causes damage.
6. In any additional and/or complementary property insurance policy executed by the Vendor, a section will be included pertaining to the Insurers waiving the right to subrogation toward the Commissioning Entity and toward those acting on its behalf; the waiver of the right subrogation as stated above will not apply in favor of someone who maliciously causes damage.
7. Without derogating from any of the provisions in this agreement in respect to endorsing the agreement, and in the event the services subject matter of this agreement or any part thereof are rendered by a sub-contractor on the Vendor's behalf, the Vendor must ensure that the sub-contractors have executed appropriate insurance policies in accordance with the nature and scope of the engagement. Alternatively, the Vendor has the option of including the sub-contractors in the Insured’s name within the framework of the policies executed by the Vendor as detailed in the execution of the insurance policies approval.
8. For the avoidance of doubt it is hereby clarified that liability is imposed upon the Vendor toward the Commissioning Entity in relation to the full services, including but not limited to services rendered or which should have been rendered by sub-contractors, and the Vendor will be liable to indemnify the Commissioning Entity or any loss or damage sustained, directly or indirectly, resulting from services rendered or which should have been rendered by the sub-contractors, if caused, whether such loss or damage is covered by any one of the aforementioned policies or not.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Appendix C1 - Execution of Insurance Policies Approval Date: \_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| The policies detailed in this approval are subject to the original policies terms and exclusion insofar as they have not been explicitly modified by this approval, since these changes do not derogate from the original policies terms. | | | | | | | | |
| Status | | The Insured / Policy Holder | Status | | | Recipient of the Approval | | |
| Tenant  Landlord  Management Company  Products Vendor  Service Provider  Contractor  Other: \_\_\_\_\_\_ | | Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Landlord  Management Company  Owner of Land  Tenant  Works/ Services Commissioning Entity  Entity Ordering Products  Other: \_\_\_\_\_\_ | | | Name:  Ichilov Health Corporation  and/or affiliated corporations | | |
| Address: | Address: 6 Weizmann Street, Tel Aviv | | |
| Description of the Activity / The Services / The Works / The Products subject matter of the insurance approval | | | | | | | | |
| **Delivery, installation of hyperbaric chamber for the Hyperbaric Oxygen Therapy Institute at the Sourasky Tel Aviv Medical Center** | | | | | | | | |
| In connection with- Agreement Public Tender Work Order No. dated  Additional Details: | | | | | | | | |
| The Covers | | | | | | | | |
| Special sections in favor of recipient of the approval | **Insurance Period** | | | **Limit on Liability / Insurance Amount**  **NIS  $** | **Policy number** | | **Type** |  |
| Additional Insured  Beneficiary of Insurance Proceeds  Charge Section  Waiver of Subrogation | Click to complete text | | | **Click to complete text** | **Click to complete text** | | **Property**  **Property**  **Consequential Loss** | **1** |
| Additional Insured  Expand Indemnification  Cross Liability | Click to complete text | | | **2,000,000 per peril and for the insurance period** | **Click to complete text** | | **Third Party** | **2** |
| Additional Insured  Expand Indemnification  Cross Liability | Click to complete text | | | **20,000,000 per employee, per peril and for the insurance period** | **Click to complete text** | | **Employers** | **3** |
| Additional Insured  Expand Indemnification  Cross Liability | Click to complete text  Retro Date: | | | **1,000,000 per peril and for the insurance period** | **Click to complete text** | | **Professional Liability** | **4** |
| Additional Insured  Expand Indemnification  Cross Liability | Retro Date: | | | **2,000,000 per peril and for the insurance period** | **Click to complete text** | | **Product Liability** | **5** |
| * **The policy will not be cancelled and no detrimental change will be made thereto before sending a notice 30 days in advance in writing and by registered mail to the recipient of the approval.** * **In relation to the activity subject matter of this approval, the policy is elementary and precedes any other policy of the recipient of the approval and its insureds and the deductible section / double insurance will not apply.** | | | | | | | | |
| **Approval Signature: The Insurer** | | | | | | | | |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | | | |

**Appendix D**

**Format of the Bank Guarantee**

To

**The Health Corporation by the Tel Aviv Sourasky Medical Center**

**6 Weizmann Street**

**Tel-Aviv**

Dear Sir/Madam,

Re: Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_

1. Pursuant to the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter: “The Vendor”) we hereby guarantee toward you payment of any amount up to a sum of NIS \_\_\_\_\_\_\_\_\_\_\_\_ (NIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_) (Hereinafter: “The Principal Amount”) linked to the Consumer Prices Index published by the Central Statistics Bureau in accordance with the conditions detailed below (Hereinafter: “The Guarantee Amount”), you require from the Vendor in connection with an agreement dated \_\_\_\_\_\_\_ executed between the Vendor and the Health Corporation of the Tel Aviv Medical Center.

2. The linkage conditions are as follows:

If on the day we pay you an amount under this guarantee, the consumer prices Index published by the Central Statistics Bureau (Hereinafter: “The Index”) and recorded on the actual payment date (Hereinafter: “The New Index”) is higher than the Index published on the date this guarantee is issued and which was published on \_\_\_\_\_\_ and which stood at \_\_\_\_\_ points (Hereinafter: “The Basic Index”), we will pay you the principal amount whereby it is increased by the rate the New Index was increased in comparison with the Basic Index.

3. We undertake to pay you any amount demanded by you up to the Guarantee Amount, within 7 days of receiving your first written demand, and this without imposing upon you an obligation to reason or establish your demand or to prove it in any manner and without first demanding that the Vendor settle the foregoing amount. Similarly, it is hereby explicitly agreed that you will not be obligated to invoke any legal proceedings against the Vendor and/or to contact the Vendor beforehand with a demand and/or to realize other securities as a condition precedent to payment of this Guarantee Amount by us.

4. You are entitled and may realize the guarantee in such a demand, from time to time for any amount determined by you from the Guarantee Amount provided that the sum of all the amounts demanded by you and paid by us for this guarantee does not exceed the Guarantee Amount. Therefore, if you do not realize this guarantee in full at one time, this guarantee will continue to be valid with respect to the balance of the unrealized Guarantee Amount.

We will pay you, from time to time, the amounts demanded at the time and pursuant to that determined in Section 3 above.

5. In any case, if it is clarified on the actual payment day of the principal amount or any part thereof that the New Index fell below the Basic Index, then we will pay the principal amount if you demanded payment of the full principal amount or we will pay you part of the principal amount if you demanded only partial payment of the principal amount.

6. We will not be entitled to cancel the guarantee for any reason. Similarly, we will not be authorized to avoid payment pursuant to this guarantee for any reason, and we hereby explicitly waive explicitly and in advance any allegation including but not limited to any choice granted to the Vendor pursuant to the law.

7. The guarantee will be valid for 12 months following its issue date inclusive.

|  |
| --- |
| Sincerely, |
| Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix E**

**Non-Disclosure Undertaking**

## *To:* The Health Corporation by the Tel Aviv Sourasky Medical Center (Hereinafter: The Commissioning Entity)

I, \_\_\_\_\_\_\_\_, I.D. \_\_\_\_\_\_\_\_\_\_ am submitting this undertaking in my name/ on behalf of the \_\_\_\_\_\_\_\_\_\_ Company, number (Private Company) \_\_\_\_\_\_\_\_\_\_\_\_ and whose address is \_\_\_\_\_\_ (Hereinafter: The Company) declare and undertake as follows:

1. To keep absolutely secret and not to disclose to any person or entity, except those taking part in the works, any managerial, monetary or other information, that I learn of and/or will learn of regarding the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center or in connection to them, during the works, whether directly or indirectly, whether I learned of the information in connection with performing the work or not;

In this respect “the Works” - any service that the Company renders to the Commissioning Entity in connection with Public Tender No. \_\_\_\_\_\_\_\_\_ including but not limited to the agreement and all of its appendices.

It is hereby clarified that the definition of information in this undertaking will include any know-how and/or information and/or professional and/or technological and/or commercial information of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center and/or others on their behalf, so long as it has not become public domain, and any information relating to the Health Corporation and/or the Tel Aviv Sourasky Medical Center which was remitted to the Company and/or employees and/or which reached and/or will reach them or they learn of, due to performing the works, orally, in records, on diskettes, in files, in computer software, charts, manuals, documents and in any form of media, including but not limited to any product, software or document idea. It is clarified that the information will be and will remain at all times the Commissioning Entity’s property.

2. Not to remit any details in connection to and/or about performance of the works, the content or scope thereof, to any person and/or body, which was not authorized in advance and in writing to receive these details by the Commissioning Entity’s Chief Executive Officer. The reason for the need to receive the information will be provided by a managerial entity in the Company in a request. After using the material that was received, the Company will verify its version or that it was returned to the Commissioning Entity, in accordance with the Commissioning Entity’s instructions.

3. Not to make any use of any information whatsoever that reaches it in connection with the works, whether in person or through others, other than for the purpose of performing the works.

4. To be responsible for the fact that all the employees and/or sub-contractors on my behalf and/or anyone on their behalf and/or any third party on my behalf comply with the provisions in this undertaking and will be personally Accountable for any breach by any of the foregoing in this undertaking.

5. To stringently safeguard the information and to take all precautionary measures necessary to prevent it reaching any other.

6. To indemnify and compensate the Commissioning Entity for any damage and/or expense and/or loss it sustains and/or the Tel Aviv Sourasky Medical Center sustains and/or anyone of them due to a breach of our undertaking and/or a breach by our employees and/or anyone on our behalf of this undertaking and this immediately upon receiving its demand and without question.

7. If the Company holds in its possession a databases of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center and if this information includes “privacy” aspects as defined in the law and business and strategic aspects of the Commissioning Entity and/or the Tel Aviv Sourasky Medical Center - all the security requirements will apply to this database as applied to the “Health Corporation of the Tel Aviv Sourasky Medical Center” database.

8. I am aware that the provisions in Section 118 to the Penal Code, 5737-1977 applies to the provisions above.

9. I am aware of the non-disclosure duty by virtue of the Privacy Protection Law - 5741 - 1981 and the regulations enacted by virtue thereof.

10. To notify the Commissioning Entity immediately of any concern that the information was hacked or disclosed and/or of a disclosure demand. In the event proceedings are invoked against the undersigned which pursuant to the law will force me to disclose the information, the undersigned undertakes to notify the Commissioning Entity thereof immediately to allow the Commissioning Entity to take all measures to protect the confidentiality of the information, and in any case I will not reveal or disclose such information but rather only the part explicitly required by law and after taking all the aforementioned actions.

11. The undersigned is aware that it may be exposed to information which pursuant to the law and the rules practiced by the Commissioning Entity require complete confidentiality and that if such a duty is breached the undersigned is exposed to personal claims, both civil and criminal.

12. To remit to the Commissioning Entity, immediately upon its first demand, all the information that has accumulated with the undersigned and/or on its behalf in connection with the Commissioning Entity and/or the Tel Aviv Medical Center and/or its employees and/or anyone on its behalf and/or its patients and/or anyone on their behalf, no matter what the source, including but not limited to any document, record, file, copy, photocopy, printout or information found on magnetic media and I will not keep any such information. Similarly, I hereby undertake that I will take part in any investigation process and/or inquiry conducted by the Commissioning Entity and/or the Tel Aviv Medical Center in connection with exposing information which the Commissioning Entity did not permit, and this at any time and at any place the undersigned is requested to do so.

13. This undertaking will apply unlimited by time in the territory of the State of Israel and outside Israel.

**In Witness Whereof We Hereto Set Our Hands:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I.D.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp (Company): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_