



MINISTRY OF HEALTH  
PROJECTS MANAGEMENT UNIT

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Our ref.no: 33516/07.06.2017

**To:** All prospective bidders that received the Bidding Documents

**Ref:** Health Sector Reform - Improving Health System Quality and Efficiency Project - Loan No. 8362-RO. Procurement of radiotherapy equipment - ICB No. G/C1/3.1 (5 lots)

Dear Mrs. /Mr.

Please find attached the following documents:

1. Amendment no. 2 to the Bidding Documents for Procurement of radiotherapy equipment – ICB No. G/C1/3.1 (5 lots), consisting of 1 page that include the amended clause/technical specifications as a result of the responses given to the requests for clarifications received;
2. The responses to the clarification requests related to the provisions of the bidding documents – Clarification no. 2 (3 pages).
3. Section VI of the Bidding Documents, Schedule of requirements – Technical Specifications, scanned copy and editable pdf. that includes the revised Technical Specification in accordance with the provisions of Amendment no. 2 to the Bidding Documents and the answers to the clarification requests (77 pages).

All changes related to the technical specifications are highlighted in yellow.

Due to the size, all the documents mentioned above will be sent only by e-mail to the address provided by your company.

**Please confirm the receipt** of the documents above and that you will take into account the clarifications no. 2 and the provisions of Amendment no. 2 to the Bidding Documents in preparing your bid.

Considering the provisions of addendum no. 2 and the clarifications no. 2, we are kindly inform you that the deadline for bids submission will be **June 14<sup>th</sup>, 2017, 12:00 hour's local time.**

Other requests for clarification will not be taken into consideration.

Yours sincerely,

Ministry of Health – PMU

Mircea-Sorin Zaharcu,  
PMU Interim Director



**ROMANIA**  
**Ministry of Health – Project Management Unit**  
**Health Sector Reform - Improving Health System Quality and Efficiency Project**  
**(HSRIHSQEP) - IBRD Loan No. 8362-RO**

**AMENDMENT NO. 2 TO THE BIDDING DOCUMENTS FOR PROCUREMENT OF  
RADIOTHERAPY EQUIPMENT – 5 LOTS - ICB NO. G/C1/3.1**

Under this addendum it is agreed that the provisions of the Bidding Documents shall be amended as follows:

**Article 1:** Section VII Schedule of requirements – Chapter 2 - Maintenance Requirements - “*Comments and remark*” the following definitions **will be inserted:**

**“DEFINITIONS**

**PREREQUISITES FOR AN “UPTIME PERFORMANCE GUARANTEE” are:**

The remote service application must be installed, and its full functionality must be enabled including granting access to Service Supplier remote service personnel via a fast internet connection.

**UNPLANNED DOWNTIME DEFINITION** - The period of time in hours (calculated to the nearest 15 minutes) during which the Oncology system is inoperable to the point that it cannot be used for clinical purposes.

Downtime will be calculated based on the Service Supplier dispatch reports **acknowledged by customer** and a review of service activity as described in the required Field Service Reports. Downtime will commence when the customer notifies the Service Supplier’s Customer Service Center that the system is inoperable and available for service.

- i. Downtime ends once repairs are completed and the Oncology system is again available for customer use.
- ii. Downtime as a result of circumstances beyond the Service Supplier’s control, including force major situations, **customer** negligence, misuse **due to customer**, power and environmental failures **if demonstrated and documented by Service Supplier**, will be excluded from the calculations.
- iii. The uptime guarantee will remain in effect as long as the Oncology system is continuously supported by the selected Service Level Agreement.
- iv. Downtime can be compensated by work performed outside of the agreed working hours.

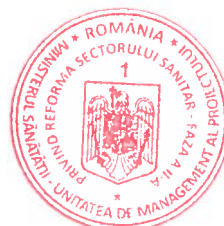
**Article 2:** Section VII Schedule of requirements – Technical Specifications – Lot no. II, III, IV and V – **ESSENTIAL ACCESSORIES TO BE INCLUDED WITH THE SYSTEM:**

***Shall read:*** “UPS system designated to ensure backup, to allow the images to be saved. UPS for moving the table in order to safely evacuate the patient which might be under examination at a given time or an equivalent solution to safely evacuate the patient”

***Instead of:*** “UPS system designated to ensure backup, to allow the images to be saved and moving the table in order to safely evacuate the patient which might be under examination at a given time”

**All other parts, clauses and provisions of the original Bidding Documents that are not amended as per the articles above and the provisions of the Amendment no. 1 shall remain valid and unchanged.**

-----**END OF DOCUMENT**-----



## CLARIFICATIONS NO. 2

### Bidding Documents ICB No. G/C1/3.1 “Procurement of radiotherapy equipment – 5 lots” dated April 6<sup>th</sup>, 2017.

#### **Questions regarding provisions of the bidding documents - Part I - III**

1. **Q.** We are writing in reference of our Request for Clarification letter, submitted at the Ministry of Health on 9<sup>th</sup> May 2017, for which we have not yet received any answer. As you know, according to the Bid Data Sheet, the deadline for bid submission is May 31<sup>st</sup> 2017.

According to Section B. Contents of Bidding Documents of the Bid Data Sheet (BDS): “The Purchaser will assure sufficient time (minimum 10 days) for the preparation and submission of bids after sending the final answers to the clarification requests”.

In this regard, we ask you to postpone the bid deadline in order to comply with the above mentioned provisions.

**A:** The request for clarification was received by the PMU before issuing the amendment no. 1 and clarification address no. 1 dated May 29<sup>th</sup>, 2017. Through Amendment no. 1 the bid submission date was postponed from May 31<sup>st</sup>, 2017 to June 14<sup>th</sup>, 2017 and clarification address no. 1 includes all the answers to the clarification requests received from all the potential bidders.

2. **Q.** Under point ....., we, kindly asked tender commission to reconsider lowering maximum photon energy of 15 MV for all sites and we mentioned case of Elias Hospital who has knowledge and personal to perform instant VMAT treatments..

**A.** Please see the answer to question no. 25 included in the clarification address no. 1 issued on May 29<sup>th</sup>, 2017.

3. **Q.** After our visit to Baia Mare and Galati and inspection of construction plans and details of bunker currently under construction we have seen in case of Baia Mare, that, there is a huge waste of material and funds for concrete works, VAC systems and entrance door that have huge dimensions. We are confident that Baia Mare hospital can save minimum 30% of the initial bunker cost for material not to say labor fee by simply lowering the maximum photon energy to 10 MV. Clinically speaking this will not influence medical act and all the patients that may request 15 MV treatments can be successfully treated also with 10MV.

Like in the case of Elias, we are prepared to include VMAT hardware and software option in the initial configuration although not specified in the tender book based on good will and current accepted modern RT techniques.

It is also very important to respect recommendations of ESTRO from the point of RT techniques and equipment configuration that by our proposal is fully obeyed by such request.

**A:** The bunker design for Baia Mare was done by authorized personnel in the field and specialized company based on IAEA Expert Mission Report TCR-09877. The liability for the bunker design and construction is held by the hospital.

4. **Q.** ..... intend to submit a bid for this tender prior to the bid deadline, in order to offer our company’s radiotherapy equipment and services to the Ministry of Health in Romania. However, we are still waiting for some answers based on placed clarifications and we hope that our request for postpone of tender closing date will be accepted for benefit of all parties involved especially end users who deserved modern and liable equipment.

**A:** Please see the answer to question no. 1.

5. **Q.** Ref: Article no. 7 of the Amendment no. 1

Section VII Schedule of Requirements – Technical Specifications – Lot no. II, III, IV, and V – Essential Accessories to be included with the system: *UPS system designated to ensure backup, to allow the images to be saved and moving the table in order to safely evacuate the patient which might be under examination at a given time.*



In order to move the table for safely evacuation of the patient the UPS system should be able to provide energy to the gantry, since for all the manufacturers the table is controlled from the buttons positioned on the gantry. Considering that a UPS solution that controls the gantry is almost similar with a solution for whole system except the scanning, please allow for each manufacturer to provide his own solution for safely evacuate the patient from gantry in case of emergency or power failure by equivalent procedures.

Please accept to rephrase the request as follows: UPS system designated to ensure backup, to allow the images to be saved. UPS for moving the table in order to safely evacuate the patient which might be under examination at a given time or an equivalent solution to safely evacuate the patient.

A: Accepted. Please see article no. 2 of the Amendment no. 2

#### 6. Q. Section VII, Schedule of Requirements – pag 105, Chapter 2 - Maintenance Requirements

We kindly ask you to accept the insertion of the following definitions *to the “Comments and remark”, paragraph:*

##### **DEFINITIONS**

**PREREQUISITES FOR AN “UPTIME PERFORMANCE GUARANTEE”** are:

The remote service application must be installed, and its full functionality must be enabled including granting access to Service Supplier remote service personnel via a fast internet connection.

**UNPLANNED DOWNTIME DEFINITION** - The period of time in hours (calculated to the nearest 15 minutes) during which the Oncology system is inoperable to the point that it cannot be used for clinical purposes.

Downtime will be calculated based on the Service Supplier dispatch reports and a review of service activity as described in the required Field Service Reports. Downtime will commence when the customer notifies the Service Supplier’s Customer Service Center that the system is inoperable and available for service.

- i. Downtime ends once repairs are completed and the Oncology system is again available for customer use.
- ii. Downtime as a result of circumstances beyond the Service Supplier’s control, including but not limited to, “**force majeure** situations, negligence, misuse, power and environmental failures, will be excluded from the calculations.
- iii. The uptime guarantee will remain in effect as long as the Oncology system is continuously supported by the selected Service Level Agreement.
- iv. Downtime can be compensated by work performed outside of the agreed working hours.

A: Agreed, with the following insertions:

##### **“DEFINITIONS**

**PREREQUISITES FOR AN “UPTIME PERFORMANCE GUARANTEE”** are:

The remote service application must be installed, and its full functionality must be enabled including granting access to Service Supplier remote service personnel via a fast internet connection.

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- i. Downtime ends once repairs are completed and the Oncology system is again available for customer use.
- ii. Downtime as a result of circumstances beyond the Service Supplier’s control, including “**force majeure** situations, **customer** negligence, misuse **due to customer**, power and environmental failures **if demonstrated and documented by Service Supplier**, will be excluded from the calculations.



- iii. The uptime guarantee will remain in effect as long as the Oncology system is continuously supported by the selected Service Level Agreement.
- iv. Downtime can be compensated by work performed outside of the agreed working hours.

Please see article no. 1 of the Amendment no. 2

-----**END OF DOCUMENT**-----

