

INTERNATIONAL DESIGN COMPETITION | **CLUJ-NAPOCA COMPREHENSIVE TRANSPLANT CENTRE**

QUESTIONS AND ANSWERS | ROUND 1

Nr. Crt.	Question	Answer
1.	How can we find out that our registration is valid? We didn't receive a confirmation at the moment we filled in the data on the site.	Competition registration confirmations are not automatically sent upon registering via the website of the competition. Confirmations are sent periodically, manually, after the organizing team verifies the submitted information. Registration can be done throughout the entire competition timeline and does not represent a condition for your participation in the competition. (Competition rules, points 3.2.1, 3.2.4.). Registration for the competition allows the participants to receive the Q&A documents and newsletters on the competition via e-mail. (Competition rules point 3.2.3). If you suspect that the website of the competition is not functional, please write to us at concursuri@oar.archi . (according to the Rules of the competition, point 1.6.1.)
2.	No matter how hard I try to compete and register, I can't.	Competition registration confirmations are not automatically sent upon registering via the website of the competition. Confirmations are sent periodically, manually, after the organizing team verifies the submitted information. Registration can be done throughout the entire competition timeline and does not represent a condition for your participation in the competition. (Competition rules, points 3.2.1, 3.2.4.). Registration for the competition allows the participants to receive the Q&A documents and newsletters on the competition via e-mail. (Competition rules point 3.2.3). If you suspect that the website of the competition is not functional, please write to us at concursuri@oar.archi . (according to the Rules of the competition, point 1.6.1.)
3.	What about the site visit? Is it still compulsory after Covid-19? Most of the international firms not based in Romania, won't be able to participate because of the restrictions on the mobility of people.	Participation to the site visit <u>is not mandatory and does not represent a condition for your participation in the competition</u> . The public document "Questions and Answers" Round I will also include questions asked by

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4.	We are a studio of Architecture from Spain and we are willing to enter this interesting competition. We have just read the competitions rules and the schedule. According to the schedule there is a visit on 19th, our question is: Is this visit compulsory to participate in this competition?	participants during the site visit, as well as other questions registered by the deadline via the website of the competition, and were not addressed during the actual visit, according to points 1.6.2, 3.4.1, 3.4.2 of the Competition Rules.
5.	I looked through the brief and was unable to find out if this competition was open to Architects outside the European Union. I am a Licensed Architect in Canada and the United States.	<p>Since the purpose of this competition is <u>to choose the best project for the Cluj-Napoca Comprehensive Transplant Center for the award of the design contract in order to implement the winning proposal</u> (point 1.2.1., Competition Rules), the participation restriction expressed in point 1.3.1. of the Competition Rules (<i>"The Design Competition is a public, single-stage competition, open to Romania, all countries of the European Union, of the European Economic Area, and to the Swiss Confederation."</i>) <u>is given by the fact that the winning architect must ensure the signing of the technical documentation for the approval-authorization procedure and must undertake the professional responsibilities according to the law.</u></p> <p>Therefore, certified architects from Romania, the European Union, the European Economic Area and the Swiss Confederation can participate in the competition provided that <u>in case of winning the competition they prove the right to authorize projects as an architect in that country and they initiate the process of acquiring the right to signature for the temporary provision of services in the field of architecture on the Romanian territory according to law 184/2001</u> regarding the organization and exercise of the profession of architect (rep.), art. 12, para. (3):</p>
6.	I'm an architect student just finished 2nd year can I take part or is it for architecture offices and the project is going to be built?	
7.	I am a single architect from Spain with experience in that type of proyecto, Can I participate in the competiton?	
8.	Could participants outside of EU countries apply for competition, for example me from Ethiopia.	
9.	wanted to if it is possible participating from India or the Republic of Moldova? Thank you	

10.	<p>Point 2.1.2 in 2.1 Competition Rules states as following: „...The candidates, whether individually or as joint ventures, must have the legal capacity of concluding a design services contract in Romania, which will have to be proven to the Contracting Authority, should they win the Competition.” Could you please clarify, if the above mentioned statement means, that the winning candidate should include a local Romanian architect/an architect with professional qualifications valid in Romania in the Design Team?</p>	<p><i>"Architects who are citizens of the Member States of the European Union, those of the Member States of the European Economic Area and citizens of the Swiss Confederation who have the right to practice the architect profession with a right of signature or other equivalent right in one of those States and who provide temporary or occasional services in the field of architecture in Romania, without requesting establishment in Romania, will acquire the right to sign without being registered in the National Register of Architects and will be automatically registered in the Order of Architects in Romania, during the provision of those services."</i></p> <p>Competitors of legal entities and individuals from outside Romania, the European Union, the European Economic Area and the Swiss Confederation may participate in the competition exclusively by association with an architect with the right to sign, a member of the Romanian Order of Architects <u>or a similar organization in his country</u> - an EU member state, a country part of the European Economic Area or the Swiss Confederation – who legally exercises the profession of architect according to the national legislation of the country of origin, <u>in which case the project will be submitted and signed by the architect in question.</u></p> <p><u>In order to equate authorization for architects holding this right in the EU Member States, the Member States of the European Economic Area and the Swiss Confederation, in case of winning the competition, please note the following:</u> <i>"Architects acquire the right of signature granted by the Order of Architects of Romania (OAR), in accordance with the law, if they have the full exercise of civil rights, if they meet the conditions of honorability and trainee period, as the case may be, of practical</i></p>
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11.	<p>It is not clear from the competition documentation if Romanian architects can participate in the competition exclusively with an architecture office or an individual one, or if natural persons can compete as well? My question is: if we are two trainee architects working in two different architecture offices, but we want to participate as natural persons, in collaboration with a certified architect and other experts. Could we participate in such a team?</p>	<p>First of all, we would like to point out that, according to the provisions of the Regulation, chapter 2.1. Competitor quality: „2.1. ELIGIBLE CANDIDATES</p> <p><i>2 2.1.1. The competitors may be individual architecture offices, partnerships formed by individual architecture offices, or other legal forms of exercising the profession of architect or urban planner, according to the national legislation of the state of origin or legal persons (design companies) in Romania or in other countries, either individually or as a</i></p>

		<p><i>joint venture. In the case of a joint venture, its leader will register the project in the contest.</i></p> <p><i>2.1.2. The candidates entering the Competition as legal entities shall have as associate or employee a certified architect, member of the Order of Architects in Romania or of a similar organization in his or her country of origin, legally practicing and having the required qualification as architect, in compliance with the national legislation of his or her country of origin. The candidates, whether individually or as joint ventures, must have the legal capacity of concluding a design services contract in Romania, which will have to be proven to the Contracting Authority, should they win the Competition.”</i></p> <p>Also, please note that the profession of architect can be exercised through the option of the architect for one of the ways provided in art. 18 of Law no. 184/2001 on the organization and exercise of the profession of architect, respectively in individual offices, associated offices, design companies or other forms of association established by law. A similar provision is found in Article 83 of the Regulation on the organization and functioning of the Order of Architects in Romania. In support of the above, we understand to invoke the applicability of art. 36 of the Code of Ethics of the profession of architect, which states that the authorized architect (holding signature right) can sign and apply the professional initials entrusted exclusively to the documentation / projects in which the cartridge explicitly mentions the title, name and capacity in which the architect participated to the work and which were elaborated within the</p>
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		<p>form of exercising the profession declared in the National Table of Architects.</p> <p>In view of the above mentions, it is clear that you have the opportunity to participate in the competition if you practice the profession of architect in a form of exercise of the profession provided by Law 184/2001 and the Regulation of Organization and Functioning of the Order of Architects of Romania, any other option not complying with their provisions.</p> <p>In addition to the above, please read the answer to question no. 10.</p>
12.	<p>In order to meet the eligibility conditions, in the competition phase is it necessary to present the certified specialists for the other categories (resistance, installations, etc.)?</p>	<p>The eligibility conditions are expressed in full in point 2. Participation in the competition in the Competition Rules.</p> <p>There is no requirement to submit the specialists included in the project or any other specialists in the competition phase in order to meet the eligibility conditions.</p>
13.	<p>Point 2.1.3 in 2.1 Competition Rules states as following: „It is recommended to include in the team or consult other specialists: • Specialist in epidemiology / medical circuits; • Urban planner; • Landscape architect; • Engineer specialized in civil engineering; • Engineer specialized in civil engineering installations;” The document 2.5 Project Team mentions as well further specialists (medical engineering, medical fluids, fire safety) to be included in Design Team. Can you please clarify, if the all above</p>	<p>According to Annex 2.5, the phrase “or equivalent” refers to those experts who have obtained official qualifications in the territory of another State. In accordance with the principle of mutual recognition, the Contracting Authority accepts documents (diplomas / certificates / certificates of study) equivalent to those requested, issued by bodies established in other Member States of the European Union or with which Romania has concluded agreements for recognition and equivalence of the certificates / authorizations in question. However, the winner of the competition has the obligation to take all necessary legal steps to ensure</p>

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	mentioned specialists should have a legal right to provide professional services in Romania?	that the technical documentation related to each contractual stage can go through all the necessary approval phases. (example: equivalent right of signature)
14.	About the team it isn't clear if, already during the phase of the contest, it needs to list all the asked professionals, or those must be clarified and listed at the time of the negotiation of the contract.	There is no requirement to present the specialists included in the project or any other specialists in the competition phase. The Competition Rules, point 4.2.15 explicitly states the following: "In order to sign the contract, the winner of the competition shall accept the compulsory condition that the project shall be carried out based on contractual collaboration with the specialists and experts necessary in the field, as follows: During the negotiation phase, the winner shall submit a list with the project team made up of specialists, who have the capacity to carry out all the services covered by this contract. The list detailing the project team will be accompanied by a declaration of availability made by each nominated specialist and proof of compliance with the eligibility criteria (which may be requested by the Contracting Authority including in the form of a CV, letters of recommendation or other documents attesting to the fulfilment of the criteria). The minimum composition of the project team, as well as the requirements to be met by each specialist are detailed in Annex 2.5" The requirement to present the project team is addressed exclusively to the winner of the competition, in the negotiation phase (after the end of the competition and the expiration of the deadline for appeals) and not in the competition phase.
15.	Regarding the point 4.2.12. of Competition rules - CONCLUSION OF THE CONTRACT FOR THE TECHNICAL PROJECT, please elaborate in detail that only the one final winner shall submit the project team made up of specialists, who have the capacity to carry out all the services covered by the contract.	
16.	Subject: Tender procedure with participation notice no. DC1000120 / 31.05.2020 having as object the award of	The Contracting Authority shall make the following clarifications:

<p>the contract “Competition of solutions having as design theme:“ Design services for the Comprehensive Transplant Center Cluj”</p> <p>Regarding the tender procedure with participation notice no. DC1000120 / 31.05.2020 having as object the award of the contract “Design Competition with the design brief: Design services for the Cluj-Napoca Comprehensive Transplant Centre”, we address the following requests for clarifications: Clarification 1 Art. 9, art. 11.4. and art. 11.5. of the proposed draft contract in the manner in which they were drawn up (obligation to pay damages without mentioning a ceiling), contravene European and national principles of proportionality and non-distortion of competition: The principle of proportionality presupposes that the action of a Contracting Entity is its objectives as well as with the role they have in public procurement procedures, respectively economic market actors. Thus, the acts of the Contracting Entity must not go beyond what is appropriate and necessary to fulfill the purpose of the procurement in the sense that, where there are several alternatives, the Contracting Entity is obliged to choose the least restrictive ones. From this perspective, it is certain that the Contracting Entity has the obligation not to impose in the award documentation more restrictive</p>	<p>Point 9.1 is rectified as follows and point 9.2. is added to article 9 from the Design Services Contract Template:</p> <p>9. Intellectual property rights</p> <p>9.1. The provider has the obligation to compensate the Acquirer against any:</p> <p>a) complaints and legal actions, which result from infringement of intellectual property rights (patents, names, trademarks, etc.), related to the equipment, materials, installations or machines used for or in connection with the provision of services, only with cumulative compliance of the following conditions:</p> <p>(i) the infringement has been established by a final judgment of a competent court;</p> <p>(ii) the notification of the provider regarding the complaints and / or legal actions within 5 calendar days from the date of receipt of the complaints, respectively from the date of receipt of the request for a substantive appeal by the Beneficiary;</p> <p>(iii) the indemnities relate exclusively to direct damages suffered by the purchaser and due to the sole fault of the provider; or</p> <p>b) damages, costs, fees and expenses of any nature, limited to the value of this contract, related to the violation of certain rights provided in art.</p>
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<p>conditions than required by the purpose of the procurement. The principle of non-distortion of competition in the free market presupposes that the Contracting Entities, as beneficiaries, do not impose unbalanced contractual conditions or that do not reflect good commercial practices and standards, thus ensuring unjustified economic advantages. A typical case of distortion of competition in the public procurement sector is the unlimited imposition of contractual liability for damages. Such liability is totally atypical and non-specific to commercial practices, as there is no normative act that imposes on the contractors the assumption of unlimited liability. The use of such a clause will lead to unfair and unbalanced contractual conditions, in a discriminatory word, which will lead to the exclusion from the procedure of the most serious and professional economic operators, thus violating the principle of ensuring adequate competition. The principle of contractual balance starts from the idea that a contract is a legal reality that essentially involves a partnership, a bi-fair situation, and the contract must be seen as a set of rights and obligations configured to ensure a win-win for both parties. Under common law, the contracting parties must act in good faith both in the negotiation and conclusion of the contract and throughout its performance. They may not remove or limit this obligation. In the light of legal regulations, in terms of contracts, the services of the</p>	<p>9.1. lit. a), except in the situation where such a violation results from the observance of the Specifications drawn up by the Acquirer.</p> <p>9.2. The Provider compensates the purchaser against any claims and legal actions resulting from the infringement of intellectual property rights (patents, names, trademarks, etc.) related to the services provided.</p> <p>Points 11.4 and 11.5 from the Design Services Contract Template are rectified as follows:</p> <p>11.4 Any omission or mistake in the technical project or in the technical requirements provided in the specifications as compared to the lists of quantities, proved during the execution to be necessary to complete the investment, will be borne by the designer within the limit of the determined amount, which may not exceed the value of the contract.. The value borne by the designer takes into account both the bringing of the project to a form that can be put into operation, clarifications, redesigns, etc.) and the value of the additional works compared to the initial project that must be carried out by the executant. For the purpose of recovering these amounts, the acquirer will have at its disposal the performance bond of the contract, and in case it is not indulging, and the designer does not pay in good faith the amounts in question, this contract represents the legal basis for starting the procedure for executing the designer for these amounts up to the value of the contract. In this sense, a single notification is required from the purchaser to pay the</p>
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	<p>parties must be proportionate and consistent, the contractual balance being a requirement of contractual obligations, implicitly in good faith and fairness, aspects provided for in common law and the useful and reasonable exercise of law. No right may be exercised for the purpose of injuring or harming another in an excessive and unreasonable manner contrary to good faith.</p> <p>Consequently, please reformulate art. 9, art. 11.4. and art. 11.5. by limiting the total amount of damages, both direct and indirect that can be charged under the contract, to its maximum value, by adding the following paragraph: "damages, both direct and indirect will not be able to exceed the value of the contract."</p>	<p>amount, and if the designer does not respond, the acquirer is entitled to resort to any legal means to recover these amounts of money.</p> <p>11.5 The provider has the obligation to conclude and maintain in force an insurance policy with full compensation for an insured amount that will not be less than the value of the contract, insurance that will cover both the period of execution of this contract as well as any periods of extension of the services rendered, in order to cover the risks provided in art. 11.4. The insurance policy will be presented at the signing of the contract. Proof of payment of insurance premiums is provided whenever the acquirer so requests. The provider's obligation is to keep the insurance valid for the entire duration of the contract. Failure to present the required evidence/exist from the validity period of the policy may result in the suspension of payments made by the acquirer.</p> <p>Considering the above stated, The amended Template for the Design Services Contract is to be found in Annex 9 – Additional documentation Q&A1.</p>
<p>17.</p>	<p>The duration of the contract is 5 years. Does this refer to both design and construction? What is the correct interpretation of the time graph? ... 15 months (= 1.25 years) out of 5 years.</p>	<p>The duration of the contract (5 years) includes both the project approval phases and the (estimated) period of providing technical assistance from the designer - the winner of the competition, during the execution. The period of 15 months covers the period allocated to the design: respectively to the elaboration of the technical documentation and to go through all the necessary steps for starting the procurement procedures in order to be executed.</p>

		<p>Thus, the period of 15 months refers to Stages 1 - 5 related to Investment Objective 1 - Construction of the Comprehensive Transplant Center building, respectively to stages 1 - 4 related to Investment Objective 2 – University Hospital Complex - Landscaping.</p> <p>The time schedule included in Annex 2.R.3.2 Description of contracted services and deadlines is indicative, as a period allocated to each stage. Regarding the technical assistance, it includes only the specialized technical assistance related to the design phases - a fact also indicated by the graphic representation of the interval designated for this contractual phase.</p>
<p>18.</p>	<p>Can you please clarify if the the design services contract with an estimated value of 4.252.500 EUR, includes architectural services only or structure and building services?</p>	<p>Please consult the following clarifying documents, part of the competition documentation: Annex 2.A.3, Financial Proposal, Annex 2.A.6, Design Contract, Annex 2.A.7. Cost estimate (part of Annex 2.A – Competition Rules).</p> <p>The design services contract, a model of which is available in Annex 2.A.6 - Contract, states that the services contracted by the Purchaser (the Contracting Authority) comprise the following stages, according to the Financial Proposal (Annex 2.A.3.1.): Stage 1 - Preliminary project, Stage 2 - Feasibility study, Stage 3 - Zonal Urban Plan for the Protected Built Area (PUZCP), Stage 4 - Technical documentation for the approval of construction works (DTAD + DTAC + DTOE), Stage 5 - Technical documentation for execution, Stage 6 - Technical assistance for Investment Objective 1 (Comprehensive Transplant Center building), respectively Stage 1 - Masterplan, Stage 2 - Feasibility study, Stage 3 -</p>

		<p>Technical documentation for the approval of landscaping works (DTAD + DTAC + DTOE), Stage 4 – Technical documentation for execution, Stage 5 - Technical assistance for Investment Objective 2 - Urban and landscape design of the University Hospital Complex.</p> <p><u>Therefore, the execution contract is not included in the design services contract covered by this design competition.</u> The contracting of these services by the Contracting Authority will be done after the complete delivery of the project, through a distinct procedure.</p> <p>Please note the value of the contract according to the rectified documentation (Annex 1.A., respectively Annex 2.A.), as it appears from Annex 2.A.3. Financial Proposal and Annex 2.A.7. Cost estimate, available on the official website of the competition.</p>
19.	<p>Who handles the project management? is it the responsibility of the beneficiary or the design team? Can't the technical assistance be provided by the design team?</p>	<p>The tasks assumed by the winner of the competition by signing the Model Design Services Contract are fully described in the following documents: Annex 2.A.3, Financial Proposal, Annex 2.A.6, Design Contract, Annex 2.A.7. Cost estimate (part of Annex 2.R – Competition Rules).</p> <p>According to Annex 2.R.3. Financial proposal and Annex 2.R.7. Cost estimate, <u>the Technical Assistance is part of the services provided by the winning architect</u> for both investment objectives and is not contracted by a separate entity.</p> <p>According to Annex 2.R.7. Cost estimate, the winner of the competition undertakes, through the task described in the documentation indicated</p>

		<p>above, the project management for Investment Objective 2 – Urban and landscape design of the University Hospital Complex. In what concerns the Investment Objective 1 – The Comprehensive Transplant Center building, the project management is the responsibility of the Contracting Authority.</p>
<p>20.</p>	<p>Regarding the point 1.4. of Competition rules, please clarify in detail the presentation requirements content.</p>	<p>Point 1.4. of the Competition Rules refers to the language of the competition, indicating the following requirements: “1.4.2. All the Competition documents (drawings, financial proposal) shall be drafted in English. 1.4.3. All documents requested and inserted into the sealed envelope shall be in English for foreign candidates, and in Romanian for Romanian candidates. 1.4.4. The winner of the Competition shall submit, on the date on which negotiations begin, all the documents necessary for starting the negotiations [according to points 2.2., 2.4., 3.6, 4.2 of the Competition Rules, Annex 2.R.], in original or certified copies, together with their translation into Romanian, if applicable, translation performed by certified translators.”</p> <p>Therefore, the drafting of the competition materials, according to point 3.6. of the Competition Rules, will be done in English, the judging of the competition will be done in English, according to point 3.10 of the Regulation, and the drafting of the sealed documents, according to point 2.2.2. of the Regulation, will be done in English for foreign competitors (in compliance with the eligibility conditions mentioned in point 1.3. of the Regulation) and in Romanian for Romanian competitors.</p>

<p>21.</p>	<p>In the competition rules (Point 2.2.1) you talk about a guarantee of 500 RON that each participant have to pay. Can you explain me what is it exactly this guarantee? It is obligatory to pay the 500 RON in orther to participate? Do you return this guarantee? I ask you this questions because it is the firs time that we have to pay a guarantee for participating in a competition.</p>	<p>The design competition for the Cluj-Napoca Comprehensive Transplant Center is organized as a public procurement procedure, in compliance with the legislation for public procurement in force in Romania (L98 / 2016, GD 395 / 2016), as stated at points 1.2.2., 1.3.2. and 1.3.3. of the Competition Rules. The amount of 500 lei does not represent a registration fee for the competition. The amount of 500 lei represents the guarantee of participation in the public procurement procedure, according to Law 98/2016 and HG385 / 2016. As shown in paragraph 4, art. 35 of Government Decision 395/2016, <i>“(1) The participation guarantee is an instrument related to the presentation of the tender, which aims to protect the contracting authority from the risk of improper behavior of the tenderer throughout his involvement in the award procedure. (2) The contracting authority has the right to request from the tenderers the establishment of the participation guarantee.”</i></p> <p>In the case of this competition, the participation guarantee is constituted according to Art. 2.2.1 of the Competition Regulations, and is returned to the participant at the end of the procedure, if the participant is not in one of the situations provided in art. 37 of the Methodological Norms of June 2, 2016 for the application of the provisions regarding the award of the public procurement contract / framework agreement of Law no. 98/2016 on public procurement, adopted by GD 395/2016. (more details in the Competition Rules)</p> <p>Each participant will attach on the package / tube a transparent envelope containing the completed Form 1 (Annex 2.2) or an original document certifying the establishment of a bank guarantee in the amount</p>
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		<p>of RON 500, in one of the following ways: bank transfer to Cluj-Napoca County Council or guarantee instrument.</p> <p>Please note that:</p> <p>According to point 2.2.1 of the Competition Rules, we reiterate the following:</p> <p>1. paragraph (10): <i>“Offers that are not accompanied by the Participation Guarantee in the amount, form and having the validity period required by the award documentation will be rejected as unacceptable.”</i></p> <p>2. paragraph (7): <i>“The contracting authority has the right to retain the participation guarantee, the candidate thus losing the constituted amount, should he/she find himself/herself in one of the situations stipulated under art. 37 of the Methodological Norms from June 2, 2016 for the application of provisions regarding the awarding of the public procurement contract/framework-agreement under Law no. 98/2016 regarding public procurement, adopted through Government Decision (HG) no. 395/2016:</i></p> <ul style="list-style-type: none">a) <i>the candidate withdraws its offer during its validity period;</i>b) <i>its offer being established as the winning offer, it does not constitute a performance bond during the offer’s validity period and, under any circumstance, no later than 5 working days from the signing of the public procurement contract, in accordance with art. 39 para. (3) of the Methodological Norms from June 2, 2016 for the</i>
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		<p><i>application of provisions regarding the awarding of the public procurement contract/framework-agreement under Law no. 98/2016 regarding public procurement, adopted through Government Decision no. 395/2016.</i></p> <p>c) <i>following the establishment of his or her offer as the winning one, the candidate refuses to sign the public procurement contract/frame agreement within the validity period of the offer.”</i></p> <p>The return of the participation guarantee is made based on the provisions of the Competition Rules, by submitting a request application (model Annex 2.10) to the Contracting Authority, in compliance with the indications of article 2.2.1, paragraph (8) of the Competition Regulations.</p>
22.	<p>To deliver a project outside from my country, it is obligatory to put the name and adress of the sender in the box....How can I guarantee the anonymous?</p>	<p>The anonymity of the participants is ensured by the double anonymization process described by the Competition Rules, point 3.7, as well as by point 3.9 of the Competition Rules, with reference to the procedure for the receipt and verifying the projects. In this case, the Reception Secretariat shall ensure the first stage of anonymization of packages, (3.9.1. <i>"The Reception Secretariat shall:- check the existence of the participation guarantee in the amount and form mentioned in the competition rules and shall communicate any inconsistencies regarding the meeting of the formal conditions of the participation guarantee, including those regarding the amount and validity required by these Rules; - classify the participation guarantees in an opaque white envelope; - remove from the package/tube, upon registration, any indication related to the identity</i></p>

		<p><i>of the sender.”) and shall hand the Technical Commission a non-nominal table in which the packages are registered in the order of receipt. The packages still sealed, no longer carrying any indication referring to the identity of the competitor at the time of the hand over to the Technical Committee (second stage of anonymization).</i></p> <p><u>The Reception Secretariat does not fulfill any role at any other time in the competition procedure and does not open, under any circumstance, the packages of the participants.</u></p> <p>For additional clarification of the role of the entities and the procedures carried out in the competition, please consult chapters 1 and 3 of the Competition Rules in detail. For the double anonymization procedure, please consult points 3.7, 3.8, 3.9, 3.10 of the Competition Rules.</p>
<p>23.</p>	<p>The financial offer gives 10/100 points. It means that the offer is important for the decision about the winner of the contest. But, as settled in the point 2.2.2 (3) the filled offer must be inserted in the sealed envelope, containing also other documents having all the information about the tenderers. So, before the closing of the final classification, having the Jury to open the unique sealed envelope, the Jury will break the anonymity. Wouldn't it be better to have another sealed envelope, separate from the one containing the tenderers' data, in which to insert the financial offer? This envelope, still anonymous, would be opened by the Jury after the evaluation of the design</p>	<p>The Offer Form (Annex 2.2.) and the Financial Proposal (Annex 2.3) are two different documents and the templates for the two documents are to be found in different Annexes.</p> <p>The form in Annex 2.2 is the one found in the sealed envelope, while the Financial Proposal (2.3.1. - Annex 2.3. - Financial Proposal) is the document submitted inside the package, following point 3.6 Content of the projects.</p> <p>As indicated in point 3.7, the Financial proposal (Annex 2.3.) will not be signed or stamped and will not contain the name of the competitor, but the alphanumeric identity symbol, secreted (covered with black paper,</p>

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	<p>documents, thus safeguarding the anonymity until the formation of the classification. About the financial offer the Competition Rules are conflicting, because, in the point 3.6.2 it is mandatorily fixed that the financial offer must be in the same envelope/tube of the 5 A0 sheets. It is absolutely necessary to clarify the correct procedure.</p>	<p>according to the Regulation). Please consult the illustration in section 3.6.2, page 19, as well as point 3.7.2 of the Competition Rules.</p> <p>Additionally, we reiterate the requirements unequivocally expressed in point 2.3.4 of the Competition Regulations:</p> <p>2.3.4. The deviations detected before the Jury assessment phase by the Technical Committee and which may entail the Jury's decision to reject a project from the Jury assessment phase, are the following:</p> <ul style="list-style-type: none"> • the absence of the sealed envelope or its non-insertion into the packaging/tube does not comply with the provisions of the Competition Rules; • the drawings and the sealed envelope are not marked with the identity symbol or the identity symbol is not covered with black paper on the competition parts; • the absence of the financial proposal (model in Annex 2.3 – 2.3.1 Financial Proposal); • violation of the provisions regarding anonymity, according to art. 3.7.
<p>24.</p>	<p>About the points to be used about the evaluation of the offered designs, the Contest Rules refer to what is set in the Notice for Tender. Unfortunately, the Notice is only in Romanian. It is possible to have the Notice translated in English (official language of the tender)?</p>	<p>The evaluation criteria are also included in Annex 1 – Competition Brief, as specified in point 3.12.1 of the Competition Rules. Please refer to Chapter 5. Evaluation Criteria in the Competition Brief (page 59).</p> <p>Additionally, please refer to the translation of the Procurement Data Sheet, provided in the supplementary documentation published with the</p>

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		<p>“Questions and Answers” document, Round 1. Annex 9 - QA1 Additional Documentation.</p>
<p>25.</p>	<p>Can the members of the National Council of OAR, other than those mentioned in the "Competition Rules", point 2.1.4, participate in the competition as well?</p>	<p>The requirements related to the incompatibility are expressed in full in point 2.1.4 of the Competition Rules, and, in addition, in the Procurement Data Sheet (for persons with the right to decide within the Contracting Authority).</p> <p>In this case, the members of the National Council of the Order of Architects of Romania may participate in the competition <u>inasmuch as they are not in any of the situations described in sub-points 1-9</u>, within point 2.1.4 of the Competition Rules.</p>
<p>26.</p>	<p>Point 1.4. of Competition rules: All documents requested and inserted into the sealed envelope shall be in English for foreign candidates, and in Romanian for Romanian candidates. Because in Competition rules the official language of the competition is English and in Data sheet the official language is Romanian, please clarify the language of the competition.</p>	<p>According to the Competition Rules, point 1.4, the official language of the competition is English. For the submission and presentation of projects, as well as the secreted documents, please take into account the requirements expressed in the Competition Regulations (points 1.4, 2.2.2., 3.6, 3.7, etc.).</p> <p>Additionally, according to point 4.2.10. Competition Rules, we reiterate that the Contracting Authority will request the winning competitor, together with the invitation to negotiate without prior publication of a notice of participation, the submission of mandatory documents, legally translated into Romanian (if applicable), proving the ability to conclude and execute of a design services contract on the territory of Romania.</p>

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<p>27.</p>	<p>Point 1.3. of Competition rules - TYPE OF COMPETITION The Design Competition is a public, single-stage competition, open to Romania, all countries of the European Union, of the European Economic Area, and to the Swiss Confederation. Please confirm that our understanding is correct, namely: there will be two stages of competition First stage competition-As a consequence of evaluation against the criteria of the solution the bidders on the first five places will be preselected to submit documentary proof as declared in ESPD (DUAE). Final stage competition-The bidder on the first place shall be invited by the Contracting Authority to negotiate the price and duration of execution. The negotiation may not have as subject the architectural solution.</p>	<p>Your understanding is correct, with the following amendment: the design competition and the negotiation procedure without prior publication of a notice of participation are not stages of the same procedure, but two distinct, chained procedures, regulated by Law 98 / 2016 and GD395 / 2016. In this respect, the competition is organized in a single stage, according to point 1.3.1 of the Competition Rules.</p>
<p>28.</p>	<p>Points 4.2.8. of Competition rules: The winner of the competition, to whom the work shall be awarded, shall be invited by the Contracting Authority to the negotiation procedure, without prior publication of a participation notice, in accordance with the provisions under art. 104 para. (7) of Law no. 98/2016 regarding public procurement, in order to conclude the design services contract. The subject of negotiation will be the price and duration of execution. Please clarify the date of the final stage – negotiation.</p>	<p>The negotiation procedure without prior publication of a notice of participation will take place after the expiration of the appeal period for the design competition, according to the provisions of Law 101/2016, on remedies and appeal options for the award of public procurement contracts, sectoral contracts and works concession and service concession contracts, as well as for the organization and functioning of the National Council for Solving Appeals (Consiliului Național de Soluționare a Contestațiilor), with the winner of the competition appointed by the jury.</p>

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<p>29.</p>	<p>Because in Data sheet, point III. 1.1. a) The personal situation of the candidate is specified...the first five places will be preselected to submit documentary proof as declared in ESPD (DUAE) and in Data sheet, point III. 1.1. b) The capacity to exercise the professional activity is specified.....the first three places will be preselected to submit documentary proof as declared in ESPD (DUAE), please clarify the difference between the two requirements. Please clarify also the momentum when the selected candidates will present Cvs and documentary proof for the experts.</p>	<p>Due to a material error, the correct completion of point III 1.1.b) was omitted from the Procurement Data Sheet. In this regard, the Contracting Authority shall make the following clarifications:</p> <table border="1" data-bbox="1093 504 2002 1129"> <tr> <td data-bbox="1093 504 1547 603"> <p>Instead of:</p> </td> <td data-bbox="1547 504 2002 603"> <p>It will read:</p> </td> </tr> <tr> <td data-bbox="1093 603 1547 1129"> <p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 3 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p> </td> <td data-bbox="1547 603 2002 1129"> <p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 5 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p> </td> </tr> </table>	<p>Instead of:</p>	<p>It will read:</p>	<p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 3 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p>	<p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 5 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p>
<p>Instead of:</p>	<p>It will read:</p>					
<p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 3 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p>	<p><i>point III. 1.1. b). from the Data Sheet:... "equivalent documents issued in the country of residence, to be submitted, at the request of the Contracting Authority BY THE CANDIDATES PLACED IN THE FIRST 5 PLACES in the intermediate ranking drawn up at the end of the evaluation of tenders, after applying the award criterion,"</i></p>					
<p>30.</p>	<p>Please provide us with a topographic survey in which the level elevations on the outline of the property (especially those from Aleea Studenților and Victor Babeș Street) are more detailed.</p>	<p>For the competition phase, the participants will use the land survey included in Annex 6.1 University Hospital Complex – Topographic survey. Updating the land survey is part of the services contracted following the</p>				

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		completion of the competition. For further details, please see Annex 2.A.3.2 Description of the contracted services and deadlines
31.	<p>Please provide us with updated Land Registry extracts of all properties that are the subject of the concept study and later of the PUZ.</p>	<p>An earlier version of the land survey extracts for all the plots that belong to the University Hospital Complex are included in Annex 3.2 – Land Book Registry Extracts. A translation in English of the document “Land Registry Extract – University Hospital complex” was added in Annex 9 – Additional documentation Q&A1.</p> <p>The opportunity permit (obtained in Stage 3) will define the plots that will be part of the study area, as well as the area of regulation for the Protected Built Area Zonal Plan. Obtaining an updated version of the land survey extracts is part of the services contracted following the completion of the competition. These services are included in Stage 3 of the project for Investment Objective 1 – Comprehensive Transplant Centre Building. For further details, please see Annex 2.A.3.2 Description of the contracted services and deadlines.</p>
32.	<p>In the additional documentation there is inserted a plan, made by the office responsible of historical study of the land.</p> <p>In this plan the ZCP_M1 zone has been interested by an overlapping contour line named as “recommended recedings”. Due to that line the fixed area for building has been reduced to 3,281.09 sqm.</p>	<p>The Historical Study Sheet (included in Annex 8 – Additional Documentation) synthesis the recommendations of the team that drafted the historical study, following a consultation with the Zonal Commission of Historical Monuments. The competition brief allows all participants to negotiate these recommendations and does NOT impose any requirements regarding the maximum height regime or a specific receding from the alignment or lateral limits of the plot. These aspects will be detailed and justified by each individual proposal. Further</p>

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	<p>In the main document about the Competition Rules, even after the last modification, any constraint of distance from the borders of the lot is clearly excluded.</p> <p>So, it isn't clear if the above mentioned line is only an idea of the office responsible about the historical study or is a rule to be strictly respected.</p> <p>This is very urgent to understand also, because the same office introduced another constraint about the position of a "square" which do not find any correspondence with the Master Plan rules and defines before the Design Competition an organization of the access, which limits too much the possibility to study alternative better solutions.</p>	<p>one, they will be clarified in a later stage of the project (Stage 3 – Built Area Zonal Urban Plan / Investments Objective 1) – this is the stage of the project which will settle the urban rules concerning the plot aimed for the Comprehensive Transplant Centre (receding from plot limits, height regime, plot layout, access, traffic flows etc.).</p> <p>During the competition phase, the participants do not have to respect the site layout suggested by the Historical Study Sheet. They have the liberty to make any suggestions deemed necessary with respect to: positioning the building in relation to the limits of the plot, traffic flows, the character of the resulting urban spaces (public, semi-public etc.) and their interaction with the existing built tissue. Nonetheless, the participants will keep in mind that all their proposals need to be included, argued and detailed throughout Stage 3 – Built Area Zonal Urban Plan of the Investments Objective 1.</p>
33.	<p>Point 4.2.15. of Competition rules: During the negotiation phase, the winner shall submit a list with the project team made up of specialists, who have the capacity to carry out all the services covered by this contract. The list detailing the project team will be accompanied by a declaration of availability made by each nominated specialist. Please confirm that our understanding is correct, namely: all requirements detailed in Annex 2.5. of the Competition rules are fulfilled if the winner shall submit a list of specialists, who have the capacity to carry out all the services covered by this contract and a declaration of</p>	<p>During the negotiation procedure, the winner will present a list with all the specialists, as specified in Annex 2.5. The list will be accompanied by a declaration of availability made by each nominated specialist (the Contracting Authority may request as well, in the invitation for the negotiation procedure, documentary proof of their ability to comply with the requirements of Annex 2.5 -- CVs, diplomas, recommendations etc.).</p>

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	<p>availability made by each nominated specialist. The winner shall not submit documentary proof such as CVs, diplomas, considering the requirements for studies, capacity, experience of the staff provided.</p>	
<p>34.</p>	<p>Regarding the point 2.7.2. of Competition brief - SITUATION OBSERVED IN THE FIELD, please give a detailed description how to estimate the design cost and draft technical documentation for the demolition of the construction currently existing on the plot if “at the time of elaboration of the design brief there is no detailed technical expertise to establish the viability of the infrastructure existing on the land”.</p>	<p>According to the current legislative framework, when following the demolition process and new building will be erected on site, the documentation submitted for obtaining the building permit will also include the demolition proposal. The costs are thus covered by Stage 4 - Technical documentation for the approval of the construction works (DTAC).</p> <p>The Contracting Authority will cover the costs related to the technical expertise that will assess the existing structure as well as any costs related to the demolition of that structure. All the costs related to demolition process will be detailed in Stage 2 – Feasibility Study of the Investment Objective 1.</p>
<p>35.</p>	<p>In annex 5.2. Multifunctional Centre-Geotechnical investigation is specified: “Between 1992 and 1994, a new investigation was conducted in regard to the drain network within the site, with the proposal to repair them and even increase their number. The work was not executed and the investigation stopped at the project phase”. Please clarify if the winner candidate has to take</p>	<p>Annex 2.A.3.2 Description of the contracted services and deadlines specifies that a new geotechnical study will be drafted during Stage 2 – Feasibility study of the Investment Objective 1. Any decisions related to drain system in place will be made based on the new geotechnical study. As the cost of the geotechnical study is part of the contracted services, its costs will be covered by the design team.</p>

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	<p>in consideration the possibility to increase the number of drain network within the site?</p>	
<p>36.</p>	<p>Point 4.2.6 of Competition rules: The designer will carry out all the studies necessary for the elaboration and approval of the urban planning documentation (for example, the traffic study). In accordance with point 2.6. of Competition brief, the geotechnical study available in documentation was carried out in 2006 and it must be updated. It does not appear clearly if the studies will be updated within the design contract or within subsequent separate contracts. Please clarify.</p>	
<p>37.</p>	<p>Given the degraded state of the park, and the recommendation to propose a landscaping in line with the importance of the premises, can you provide us with more information on the dendrological material in the park, as well as an update of the topo plan with the location of trees?</p>	<p>Annex 2.A.3.2 Description of the contracted services and deadlines specifies the following studies will be conducted during Stage 2 – Feasibility study of the Investment Objective 2 – University Hospital Complex: Landscaping and Urban design proposal:</p> <ul style="list-style-type: none"> • Topographic documentation necessary for the preparation of the documentation for the authorization of the construction works, minimum scale 1:500 - according to the Order of the General Director of ANCPI no. 700 / 09.07.2014, as subsequently amended and supplemented, and other incidental legal provisions;

		<ul style="list-style-type: none"> • Dendrological Investigation - will enlist all the valuable vegetation on the studied territory. The valuable specimens to be kept and will influence the configuration of the final project. <p>The proposal made during the competition phase is a conceptual one and will be detailed throughout the following stages of the project.</p>
38.	<p>Considering the recommendations of the historical study regarding the possible connection between the Miko Park and the Park between terraces number 2 and 3, what is the desired character of the future park? (Public, semi-public, etc.)</p>	<p>Each team will make its own proposal concerning the character of the park, in relation to the subsequent architectural and urban design proposal. The Competition Brief does not impose a certain character concerning the park between terraces II and III.</p>
39.	<p>According to the competition brief, the calculation of the parking needs was made according to the provisions of the R.G.U. (General Urban Planning Regulations) and referring to a number of about 700 employees resulted in a need for parking of about 200 places. According to the provisions of R.L.U. (Local Urban Planning Regulations) afferent P.U.G. (General Urban Plan) of the municipality of Cluj-Napoca the calculation of the necessary parking is made according to annex 2 of the regulation. Compared to the estimated usable area, there is a need for about 200-300 car parking spots and 200-230 bicycle parking</p>	<p>According to the Competition Brief, each solution must include a minimum of 150 underground parking places. The places will be used by both the medical personnel and the patients of the Comprehensive Transplant Centre. As far as the solution allows for a higher number of parking places, the participants have the liberty to increase the surface allocated to the underground parking.</p> <p>The 150 underground parking places do not include any parking places for ambulances. The participants have the liberty to make any proposals</p>

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	spots. Which of the two calculation formulas should be applied?	concerning the access and parking routes for ambulances, as far as they integrated within the overall architectural and urban design solution.
40.	Following the answer offered during the field visit regarding the number of parking spots to be provided on site, in case of using the parking lot of Cluj-Napoca City Hall on Moșilor Street to ensure the necessary parking, please specify for how many parking lots in that parking lot can the Contracting Authority provide proof of the existence of a real right of use, guaranteed by ownership or concession, as provided by the RLU (Local Urban Planning Regulations)?	As for the minimum number of parking spaces, the participants should keep in mind that Stage 3 of the contract for the Investment Objective 1 requires them to draft a Protected Built Area Zonal Urban Plan. It is during this stage that they will study, argue, regulate and detail all aspects related to the provision of parking space within this area.
41.	Who will be the end users of the underground parking provided in the basement of the Comprehensive Transplant Centre? Will they be just: centre employees, centre employees and patients, the Hospital Complex staff, or The Hospital Complex staff and patients?	
42.	Is there a certain number of parking spots for ambulances included in the 150 parking spots? Or are the parking lots for ambulances separate at our discretion whether to offer such a thing or not?	

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<p>43.</p>	<p>According to PUG ZCP_Vt (General Urban Plan, Protected Built Area Vt) represents “Green areas - thematic, with limited access, individually classified in the List of Historical Monuments: Botanical Garden" Alexandru Borza "of" Babeş-Bolyai "University and National Ethnographic Park" Romulus Vuia "of the Ethnographic Museum of Transylvania. Public access is allowed after a pre-established schedule, based on a fee.” The studied ensemble is not found in either of the two situations. This is an error? Which regulation will apply to the area framed as ZCP_Vt (Protected Built Area Vt) if it was framed incorrectly.</p>	<p>The information included in the Competition Brief respects the current ruling of the General Urban Plan of Cluj-Napoca, available online here: https://primariaclujnapoca.ro/strategii-urbane/plan-urbanistic-general/cadrane/c-a-4-iii/</p> <p>The solution will include proposals aimed at correcting any dysfunctionalities noticed on site. The participants should bear in mind that any urban planning related proposals will have to be detailed and argued during Stage 3 of the contract for the Investment Objective 1 - Protected Built Area Zonal Urban Plan.</p>
<p>44.</p>	<p>According to the extract from the PUG (General Urban Plan) (Annex 3.3) in addition to the area of green space that connects the terrace 2 and 3 which is a landscape of historical and environmental value, part of all clinics since its creation and which must be preserved and restored as such, there is a portion of land framed in ZCP_Vt (Protected Built Area Vt) in the vicinity of the church which has an outline that does not seem to be justified in the proposed form. To what extent can the boundaries of the green area be adjusted, maintaining the percentage of</p>	

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	green space so that it can be adapted to the proposed solution?	
45.	As according to WHO 914 from 2006 with the subsequent modifications and completions, a green space of 20sqm / bed is required, please communicate the number of beds related to the studied area, including the number of beds from SCJU Cluj-Napoca and the Clinical Hospital of Pneumoftiziologie to be able to estimate a need for green space for the studied area.	<p>On site, the Cluj-Napoca Clinical Emergency County Hospital has a total number of 811 beds, covering various medical specialties. Further details regarding the administrative structure of the hospital are available online here: https://scjucluj.ro/pdf/structura_organizatorica.pdf</p> <p>On site, the Leon Daniello Clinical Hospital of Pneumoftiziologie has a total of 170 beds, distributed as follows: 140 beds for the Pneumology Units and 30 bed for the Thoracic Surgery Unit. 67 of these beds will be transferred to the Comprehensive Transplant Centre.</p>
46.	What is the final number of ICU beds, considering that in addition to those in the space allocated to the 43 beds, additional space is allocated for another 12 beds for 24-hour post-operative supervision, separate from the one in the ATI department according to Annex 1.R.2 - Summary of areas and staff? If in fact the ATI section - the bed component (CP) has 55 beds, how will the 12 beds be distributed postoperatively: in an independent compartment within the ICU section or can they be distributed to the other four compartments?	The Intensive Care Unit will have 43 beds, distributed as stated in the Competition Brief and Annex 1.A.2. Areas & staff summary – Amendment. The 12 beds allocated for post-op surveillance will be part of the Operating Unit.
47.	To what extent can the number of beds for the Comprehensive Transplant Center be modified	The solution presented in the competition will respect the number of beds included in the Competition Brief. Any changes related to the number of

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	considering the provisions of NP 015-1997 regarding the determination of the land area necessary for the construction of a hospital depending on the number of beds and the usable area of the future hospital?	beds can be analyzed during Stages 1 and 2 of the Investment Objective 1 – Comprehensive Transplant Centre Building.
48.	Is there a specific circuit dedicated to solid organs? If so, can you detail this circuit?	It is not necessary.
49.	Can you detail the circuit of the deceased throughout the hospital?	The minimal requirements concerning the deceased persons circuit are included in Section 3.3 – Medical Circuits of the Competition Brief. Solving all medical circuits is part of the evaluation criteria for the current competition.
50.	Regarding the information on page 17 of the Competition brief: “Within the arrangement proposals aimed at the entire University Hospital Complex, the competitors have the freedom to propose the remodeling / elimination of those volumes or elements that they consider harmful, based on justifications and viable alternative solutions.“: Does this refer to all the insertions represented with red and yellow in Figure 7?	<p>Any mention related to a possible remodeling and/or removal of certain built volumes is valid for those buildings marked with yellow in Figure 7 from the Competition Brief. When making such proposals, the participants will bear in mind that those buildings cover certain functions related to the daily operation of the Cluj-Napoca Clinical Emergency Hospital and cannot be removed without providing a valid functional alternative.</p> <p>The buildings marked with red represent the main volumetric insertions built after the completion of the University Hospital Complex, at the beginning of the 20th century.</p>

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		For these volumes, competitors are free to make proposals for the remodeling of the facades. Annex 3.2 - CF represents the functions related to each building.
51.	Is there a future development plan for the area surrounded by Aleea Studentilor, Str. Bogdan Petriceicu Hasdeu and Str. Victor Babes?	Annex 2.A.3.2 - Description of the contracted services and deadline specifies that during Stage 1 of the Investment Objective 2 – University Hospital Complex: Urban Design and Landscape Project – the winning team will develop a masterplan, which will act as a development framework for the entire area.
52.	„Spitalul clinic de Pneumofitiziologie Leon Daniello” face parte din Complexul Clinicilor Universitare?	From an urban-planning perspective, Leon Daniello Clinical Hospital of Pneumoftiziologie is part of the University Hospital Complex, occupying the third terrace of the entire ensemble. From an administrative perspective, Leon Daniello Clinical Hospital of Pneumoftiziologie is not part of the administrative structure of Cluj-Napoca Clinical Emergency Hospital.
53.	Where do the students come from and do they enter the hospital building through the main access?	The minimal requirements concerning students circuit are included in Section 3.3 – Medical Circuits of the Competition Brief. Each participant will decide how to organize the medical circuits, with respect to the current legislative framework. Solving all medical circuits is part of the evaluation criteria for the current competition.
54.	In the brief it's being said that an amphitheater for students will be included in the hospital building. This one	The amphitheater will host a maximum of 100 persons.

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	doesn't seem to appear in the Proposed functional Structure. How many square meter does it have?	Annex 1.A.2. Areas & staff summary – Amendment (Sheet Administration Unit & Research) presents an estimate of the required surfaces. The surfaces should be read as estimates and not as compulsory. Given the architectural solution, the participants have the liberty to optimize the surfaces included in the Competition Brief.
55.	Is it possible to make developments on the long sloping park with trees?	No buildings will be proposed in the area covered by the TRU (Territorial Reference Unit) ZCP_Vt (including the park between terraces II and III).
56.	Reference is made in the design brief to certain international standards by which this clinic should be designed. Please, if possible, indicate a list of these studies or links to them.	The proposal will respect the Romanian legal framework and building codes. Within the context of the Completion Brief, the syntagma <i>'international standards'</i> refers to international best practice that can be implemented within the current project. As far as the current legal framework allows, the proposals will include best practice solutions, thus facilitating a knowledge transfer.
57.	Which topographic plan is considered valid, as none seems complete?	Annex 6.1 University Hospital Complex – Topographic survey includes the land survey for the entire complex.
58.	What is the degree of accessibility (in the view of the contest organizers) of this hospital complex and of the new park created within the project (on platform 2)?	The traffic study presents a series of scenarios concerning the impact of the Comprehensive Transplant Centre upon the general traffic in the central area of Cluj-Napoca. (for further details see Annex 4.2 – Traffic Study). These aspects will be further detailed and argued throughout Stage 2 – Feasibility Study & Stage 3 Built Area Zonal Urban Plan. As for

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		the park, the participants can decide upon its accessibility to the general public, with respect to the current legislative framework.
59.	Is the budget allocated for the equipment of the Transplant Center intended for medical equipment (ultrasound, MRI, etc.)? ..or it is limited to fixed and mobile furniture, sanitary installations, technical installations, kitchen equipment, etc.	The cost estimate of the total investment value follows similar indicators to those used for the Cluj Regional Emergency Hospital and includes all necessary equipment. This estimate serves as a draft for the Competition Brief. The actual investment value will be detailed during Stage 2 – Feasibility Study for the Investment Objective 1 – Comprehensive Transplant Centre Building.
60.	Was the theme of the contest elaborated following a previous feasibility study? ... did the areas required for each compartment result from a preliminary study and do they comply with the medical regulations?	The Competition Brief is based on a Medical Brief provided by the Contracting Authority. According to Annex 2.A.3.2 - Description of the contracted services and deadlines, the feasibility study is part of the contracted services following the completion of the competition. (namely, Stage 2 for the Investment Objective 1).
61.	On the plot related to the construction of the hospital, on the side from the church on Str. P Hasdeu, we are under the incidence of ZCP_Vt (Protected Built Area Vt), and my question is if in that area we are allowed to build at least underground levels, but the above-ground arrangement should be preserved as a green, unbuilt space?	No buildings will be proposed in the area covered by the TRU (Territorial Reference Unit) ZCP_Vt (including the park between terraces II and III). A repositioning of the limits of the TRU can be discussed in Stage 3 – Protected Built Area Zonal Urban Plan (Investment Objective 1: Comprehensive Transplant Centre Building).

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62.	Is there any obligation for the heliport to be on the ground or on the building?	Each participant can decide upon the position of the heliport. The Competition Brief imposes no limitations in this aspect.
63.	Is it possible to intervene with a proposal to change the contour of Aleea Studentilor street?	Yes. The participants can make proposals that will contribute to creating a better urban space.
64.	What will the emergency department be used for?	The Emergency Room Unit will receive the medical emergencies related to the specialties covered by the Comprehensive Transplant Centre.
65.	Will the outpatient, imaging and operating room departments be used only for transplant functions or for general functions?	These functions can be open to the general use, as far as the activity of the Comprehensive Transplant Centre will allow it.
66.	What is the estimated number of surgeries, consultations or patients per day, or per month?	The Contracting Authority will publish the answer by July 2nd, 2020.
67.	Will the internal kitchen serve patients and medical staff in the living room / office, or will it be necessary to arrange a canteen-type dining area?	The proposal will include a cafeteria for the employees of the Centre and visitors, without including a second Food Unit. Further details as well as an estimate of the necessary surfaces can be found in Annex 1.A.2 Areas & staff summary – Amendment (Sheet Food Unit).

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68.	What is the estimated number of students who will participate in the activities of the center, specific to each department or activity?	There will be a maximum of 100 students simultaneously on site (of which: 40 students in the Renal Transplant and Urology Unit).
69.	Is the filter area related to the practices imposed by Covid 19 or is it another procedure?	The triage area is part of the Emergency Room Unit and ensures that all incoming emergencies are triaged according to their gravity. For further details see Annex 1.A.2 Areas & staff summary – Amendment.
70.	Will the center be able to offer accommodation to donors?	The living donors will have the status of patient, thus being admitted in the Comprehensive Transplant Centre.
71.	How high and multi-storey can the project be?	The Competition Brief does not impose any restrictions concerning the height regime of the maximum height of the buildings. Nonetheless, the participants will bear in mind that these aspects must be detailed and argued throughout Stage 3 – Built Area Zonal Urban Plan / Investments Objective.

NOTE:

1) Please note that the competition documentation has been rectified, according to the announcement published on the official website of the competition on 11.06.2020: "AMENDMENT NOTICE FOR THE COMPETITION DOCUMENTATION CLUJ-NAPOCA COMPREHENSIVE TRANSPLANT CENTRE," available here: <https://www.oar.archi/en/concursuri/anunturi/cluj-napoca-comprehensive-transplant-centre>

In this regard, amendments were made to the documentation contained in Annexes 1 (Annex 1.A.) and 2 (Annex 2.A.). We reproduce below the complete list of rectified documents (Documentation schedule, Annex 2.A.11.), according to the announcement available at the link mentioned above:

- Annex 1.A. – Competition brief (1.A.1. Competition brief – Amendment, 1.A.2. Areas & staff summary - Amendment)
- Annex 2.A. – Competition rules (2.A.1. Competition rules - Amendment, 2.A.3. Financial proposal - Amendment, 2.A.6. Design contract - Amendment, 2.A.7. Cost estimate - Amendment, 2.A.8 Area estimate - Amendment, 2.A.11 Table of contents - Amendment)

2) The organizing team has noticed a material error within the table of contents of the Competition brief of the "Centrul de Transplant Integrat Cluj-Napoca" (Annex 1.R., according to the rectification notice of 11.06.2020), chapter 2. Informații privind amplasamentul, inconsistent with the contents of the English version, Competition Brief, "Cluj-Napoca Comprehensive Transplant Centre," chapter 2. Site information, regarding the correspondence of the numbering of the subchapters (2.1 - 2.8 in Romanian, respectively 2.1. - 2.7 in English). The error occurred after marking the subject Accesibilitatea sitului as subchapter 2.3. in Romanian, while in English, Accessibility of the site represents point 2.2.4 within subchapter 2.2.

Although the content is identical for both languages, for the alignment of the titles and numbering of the theme chapters, we publish the following erratum that concerns chapter 2 of the Romanian Competition brief, with reference to the version of the Competition brief in English (the official language of the competition), that suffers no change as a result of this erratum:

2. INFORMAȚII PRIVIND AMPLASAMENTUL

2.1. Descriere succintă a amplasamentului

2.2. Evoluția istorică și stilistică a zonei

2.2.1. Evoluția parcelarului

2.2.2. Evoluția Ansamblului Clinicilor Universitare

2.2.3. Recomandări ale studiului istoric privind intervenția pe parcelă

2.2.4 (2.3.) Accesibilitatea sitului. Impactul investiției asupra mobilității urbane

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- 2.3. (2.4.) Structura funcțională a zonei
- 2.4. (2.5.) Deservirea cu utilități
- 2.5. (2.6.) Prevederi ale documentațiilor de urbanism
- 2.6. (2.7.) Natura terenului. Caracteristici geo-climatice
 - 2.6.1. (2.7.1.) Studii geotehnice
 - 2.6.2. (2.7.2.) Condiții de fundare
 - 2.6.3. (2.7.3.) Apa subterană
 - 2.6.4. (2.7.4.) Nivelul de contaminare a apei
- 2.7. (2.8.) Date privind structura existentă pe amplasament
 - 2.7.1. (2.8.1.) Prevederi ale proiectului tehnic pentru Centrul Multifuncțional Akademia
 - 2.7.2. (2.8.2.) Situația observată pe teren

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Arch. Andreea Tănase
Professional Advisor

Approved by the Contracting Authority,
The Cluj County Council