

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

QUESTIONS AND ANSWERS | ROUND 2

No.	Question	Answer
1.	Where can I ask questions about the competition for the Comprehensive Transplant Centre?	To register your questions regarding the competition documentation, use the form provided on the competition website. You can register all questions through the same entry or send each question separately. Please note that the competition website does not issue automatic confirmations for registration of questions or registrations for the competition. The OAR competitions team sends the confirmations periodically, manually, after verifying the data registered by the participants. If you suspect a technical error of another kind upon registering a question, please write us an e-mail at concursuri@oar.archi according to the Competition Rules.
2.	If I have not yet visited the site and have not participated in the first round of questions can I participate in the competition in association with a large EU hospital design firm?	Please note the clarification document for Round 1 Questions and Answers, published in English and Romanian on the official website of the competition, Questions and Answers section. To clarify the eligibility aspect, please consult the answers to questions 1-14 of the QA & 1 document, published on 26.06.2020.

		<p>Please consider the provision in point 3.4.5. of the Regulation: "The answers to the requests for clarification or questions may offer details or supplement certain provisions of the Competition documentation and shall become an integral part of the Competition documentation."</p> <p>Registration can be done throughout the competition and does not condition participation in the competition. (Competition Rules, points 3.2.1, 3.2.4.). Registering in the competition allows the competitor to receive Q&A documents by e-mail and live updates on the conduct of the competition. (Competition rules, point 3.2.3). If you suspect that the competition website is not functional, please write to us at concursuri@oar.archi. (according to the Competition Rules point 1.6.1.)</p> <p>Participation in the site visit is not mandatory and does not condition participation in the competition. The document "Questions and Answers," Round I published on 26.06.2020 includes questions asked by participants during the site visit, as well as other questions registered by the deadline through the competition website, and which were not asked during the actual visit. said, according to points 1.6.2, 3.4.1, 3.4.2 of the Competition Rules.</p>
3.	I would like to check the possibility of sending the works by some electronic system, in a digital way. Due to the pandemic situation it could be more sensible.	<p>According to the Competition rules, point 3.8.2: „(1) The projects shall be handed over personally or sent by courier to the headquarters of the Secretariat acknowledging the receipt of the projects, at the following address: Cluj County Council, Calea Dorobanților no. 106, Cluj-Napoca (tel. +4 0728 330 140). (2) The deadline for submitting the projects to the Competition Secretariat, either personally or by courier, is the one</p>
4.	Regarding to the delivery of the documentation on August 28, is there a possibility that foreigners could send a	

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	<p>proofed document showing that the shipment has been made, even though, it arrives later than the 28th of August, due to shipping problems?</p>	<p>indicated in the Competition schedule. Exceeding the deadline shall entail the rejection of the offer.”</p>
5.	<p>Is it possible to extend the delivery time for competition projects?</p>	<p>In order to maintain anonymity according to Law 98/2016 and for the correct and coherent application of the double anonymization procedure described by the Competition rules, the packages containing the competition projects must be sent physically, according to the Competition Regulation. This provision derives both from the compliance with the standards of the International Union of Architects, the UIA Regulations for the organization of architectural competitions, point 4.3.: " It is critical that the submissions be physically present during the jury’s evaluation process," and by the fact that the launch of the competition (28.05.2020) took place during the Covid-19 pandemic, and not before its outbreak, in which case the force majeure can no longer be invoked to change the procedure during the competition.</p>
6.	<p>We are an international architecture studio, and due to the traffic restrictions that have occurred recently, we want to request the extension of the deadline for submitting projects by another 30 days.</p>	
7.	<p>We are very sorry to let you know that we have had a problem with our drafting team due to the ongoing Covid situation. Furthermore, international flights are still suspended, express mail companies cannot guarantee delivery to Cluj Napoca in under 12 days from our country. We are working very hard on the project despite the circumstances, we would like to know if you may have an extension and/or we may provide submittal in soft copy only due to the situation? We are very excited about this project and we would not like to lose this opportunity.</p>	<p>We kindly ask all participants to ensure the timely transmission of packages, until the date set in the competition calendar, according to the provisions of the Competition Rules.</p>
8.	<p>Would it be possible to arrange another site visit? We believe that for a competition of such international</p>	<p>The Contracting Authority will organize a second site visit on August 1st, 2020, ensuring exclusively the access of competitors (without</p>

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	<p>magnitude, especially in the conditions of restrictions related to the pandemic, it would be appropriate to allow the competitors who couldn't make it another possibility.</p>	<p>supplementing the Q&A rounds). To participate in this additional visit, interested participants will register at concursuri@oar.archi, by sending an e-mail entitled Site Visit II Cluj-Napoca Comprehensive Transplant Center. A detailed announcement with regard to the site visit will be released as soon as possible.</p>
<p>9.</p>	<p>I am writing on behalf of an architectural firm working in Turkey. We have a lot of experience in designing hospital buildings and we have done many projects. We want to participate in the Transplantation Center competition. Is it possible to participate in this competition as a member of the UIA registered architects in Turkey?</p>	<p>Please note the detailed answer to questions 5-10, in the Round 1 Questions and Answers document, published in English and Romanian on the official website of the competition on 26.06.2020. We briefly reiterate the following clarifications:</p> <p>1) The participation restriction expressed in point 1.3.1. of the Competition Rules ("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.") 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.</p>
<p>10.</p>	<p>Our company has the branch in Hong Kong and originated in UK, may I know if we are eligible to apply this application?</p>	<p>2) Certified architects from Romania, the European Union, the European Economic Area and the Swiss Confederation can participate in the competition provided that 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 regarding the organization and exercise of the profession of architect.</p>
<p>11.</p>	<p>Please tell me if he can take part in the competition from Ukraine.</p>	<p>2) Certified architects from Romania, the European Union, the European Economic Area and the Swiss Confederation can participate in the competition provided that 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 regarding the organization and exercise of the profession of architect.</p>

		<p>3) 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 or a similar organization in his country - 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, in which case the project will be submitted and signed by the architect in question.</p> <p>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 consult point 2.3 of the procedure described on the Romanian Order of Architects website, available at the following link: https://www.oar.archi/exercitarea-profesiei/recunoastere-calificari-internationale-si-echivalare-sau-dobandire-drept-de-semnatura-recognition-of-international-qualification-and-right-of-signature.</p> <p>Additionally, please read in full the detailed answer to questions 5-10, in the Round 1 Questions and Answers document.</p>
12.	What is "SPIAM" office abbreviation for?	The SPIAAM abbreviation stands for: Service for surveillance and prevention of infections associated to medical assistance, namely the Epidemiology Office.

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13.	Is it possible to demolish the facilities on Aleea Studentilor opposite to the land? or incorporate them into my design with modifications?	The buildings situated on Aleea Studentilor, situated across the street from the competition plot, are private properties not subjected to the competition. The participants do not have the liberty of including these properties into their design.
14.	Can i place the MRI room underground in the basement?	As long as the proposal respects the legal framework and ensures a valid set of medical circuits, the participants decide upon the functional layout of the building.
15.	In the case of continuous hospitalization, in salons with 2 beds the toilet (with the separation of the toilet and the shower area) can be common for 2 adjoining rooms?	Each 2-bed patient room will have its own bathroom (with the toilet separated from the shower area).
16.	In paragraph 4.1 one of the requirements of the technical proposal are 1:100 scale plans and sections. Given that it takes up quite a large space on an A0 sheet, can the scale be changed from 1:100 to 1:150 or 1:200?	The Competition Brief asks the participants to present at 1:100 just an excerpt from the plan that details the access area and the operating theatre. The scale of the drawings will not be changed. The plans detailing each level of the building, according to the requirements of the Competition Brief, are presented at a scale of 1:500.
17.	Do the areas of the operating rooms given by the Brief include the areas of instrument washers, personal washbasins and access filter? Can the shower toilets provided for hospital wards be used in groups?	The surface of the operating room includes the surface of the operating room itself and the storage area. As you can see in 1.A.2. Areas & staff summary – Amendment (Sheet Operating Unit), we recommend organizing a single access point for the medical personnel, with all the adequate filters. As long

		<p>as they serve all operating rooms and allow for correct medical circuits, the lavatories can be grouped.</p> <p>As for the bathrooms, each patient room will have its own bathroom (with the toilet separated from the shower area for the 2-bed patient room).</p> <p>At the same time, we would like to remind the participants that the surfaces included in the Competition Brief act as guidelines. We recommend the participants to see and optimize these surfaces through their proposals, aiming for an average built area of 90 sqm / hospital bed.</p>
<p>18.</p>	<p>What is the status of the Mikó Garden? Is it considered a public park or does it operate according to a schedule?</p>	<p>The part of the Miko Garden situated in near the Student Accommodation Complex and the Geography School has a public access, but it is not covered by the current competition. The park of the University Hospital Complex (between terraces II and III) is aimed at the patients of the clinics working on site. The general public will access the park under the same restrictions as the entire precincts. For further details please consult the answer to question 23 as well.</p>
<p>19.</p>	<p>Where are the medical gases currently in the Hospital Complex? Is it supposed to be a new location for the new hospital or a connection to the existing point?</p>	<p>In what concerns the medical gas supply system, the Comprehensive Transplant Centre will work independently, having its own supply system.</p>

		Each solution will decide upon the placement of the medical gas supply system on site.
20.	Does the emergency room need a separate septic operator block?	The Emergency Department does not need a separate operating unit.
21.	Does the urban redevelopment project involve the elimination of medical functions from existing buildings?	<p>At the moment, the functional structure of all medical facilities that will remain in situ is not known. With this point of view in mind, in the competition phase, the participants will address the aspects that concern the current situation, respectively the scenario in which the existing medical functions remain in situ until 2030 (estimated).</p> <p>Any scenarios that look at how the University Hospital Complex will develop once certain medical functions transfer to the Regional Emergency Hospital can be further explored in Phase 1 – Masterplan of the Investment Objective 2: University Hospital Complex: Landscape and Urban Design proposal.</p>
22.	Does the operating room need separate operating rooms for organ procurement and transplantation?	The operating rooms will not be particularly assigned to organ procurement. The manner in which each specialty will use its assigned operating rooms will be decided on a case by case basis.

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23.	<p>What accessibility is allowed to the sick recreation area by the general public?</p>	<p>According to the current legal framework (NP015/1997 – Norms for the design and engineering of hospital buildings), any hospital precincts should have a perimeter closure that allows for controlled access points on site.</p>
24.	<p>Is there a need for fencing and controlled access for the entire Hospital Complex? If not, are there certain areas within the Complex that should be strictly demarcated? The Leon Daniello Pneumoftiziology Clinical Hospital must be delimited from the rest of the ensemble, as it is today? In turn, would the new Comprehensive Transplant Center need fencing and controlled access to the premises?</p>	<p>Thus, the solutions proposed by each competitor will comply with this requirement: allowing for the opportunity to control and restrict public access on site, when necessary. The separation of the buildings within the site is not required: both the Comprehensive Transplant Centre and the Leon Daniello Clinical Hospital of Pneumoftiziology will be integrated in the University Hospital Complex.</p> <p>The access of the public in the recreation area / the park will comply to the general requirements for public access on site stated above.</p>
25.	<p>Could a topographic study including level curves be made available to competitors?</p>	<p>For the competition phase, the participants will use the land survey included in Annex 6.1 University Hospital Complex – Land survey. Updating the land survey is part of the services contracted following the completion of the competition. For further details, please see Annex 2.A.3.2 Description of the contracted services and deadlines.</p>

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26.	Could it be assumed that after 2030, with the development of medical facilities in Floresti, the UPU building could be eliminated?	The participants can explore this option in a phased proposal, that can be further detailed in Phase 1 – Masterplan of the Investment Objective 2: University Hospital Complex: Landscape and Urban Design proposal. The proposal presented in the competition will look at the period 2020-2030, assuming that all medical functions remain on site.
27.	Would it be possible to travel in a stroller or with a stretcher between certain functions / hospitals in the Hospital Complex?	For the medical specialties located in different buildings, the transfer of patients from one clinic to the other will be made via an ambulance.
28.	Would the Emergency Room Unit in the new Transplant Center replace or supplement the existing UPU?	The Emergency Department of the Comprehensive Transplant Centre will not replace the Emergency Unit of Cluj-Napoca Clinical Emergency County Hospital. The Emergency Department of the Comprehensive Transplant Centre will only address those emergencies related to the medical specialties that are located in the Centre.
29.	How many accesses with the Ambulance would be needed for the existing pavilions in Complex?	The ambulance will have a direct access for each of the three terraces of the University Hospital Complex. Each participant will decide how these access points are organized. At the same time, the participants will make sure that patients can be transferred in site, by ambulance, in between the clinics.
30.	Is there a requirement for personal car access for staff / patients inside the Complex, or can it be assumed that it would be sufficient to park personal cars in the new	The urban design and landscaping proposal will allow the medical personal to access the site by car, also including a minimum number of over-ground parking spaces. There are no specific requirements concerning the over-

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	<p>underground car park, following that the rest of the Complex will allow access only for supplies / ambulances?</p>	<p>ground parking spaces, as they will be correlated to the landscaping and urban design solution.</p> <p>The underground parking of the Comprehensive Transplant Centre is addressed to the medical personnel and patients of the Centre. Depending on the solution, the underground parking can be used by the other medical facilities on site, without this being a specific requirement.</p>
<p>31.</p>	<p>Is natural ventilation desired for the hospital wards?</p>	<p>Yes. The patient room will have natural ventilation.</p>
<p>32.</p>	<p>The plot that is the object of the competition is delimited differently in the Brief (Illustration 7), in the Landbook Extract, and through the physical limits (fences, borders). What is the limit we can consider for the competition?</p>	<p>For the competition phase, the participants will refer to the limits of the competition plot, as defined by the land survey included in Annex 6.1 University Hospital Complex – Land survey. Updating the land survey is part of the services contracted following the completion of the competition. For further details, please see Annex 2.A.3.2 Description of the contracted services and deadlines.</p>
<p>33.</p>	<p>Is the building marked with no. 11 - The unit for contagious diseases (Illustration 6 in the Brief) part of the delimitation of the Hospital Complex? What is its current function / use? Could the narrow strip of land on the northern boundary of the competition plot (delimited by</p>	<p>From a historical perspective, the building no. 11 – Infectious Diseases Shed (Illustration 6 of the Competition Brief) belongs to the University Hospital Complex, as defined by the Historical Monuments List (code: CJ-II-a-A-07297). From an administrative perspective, the land and the building do not belong to Cluj County. It is a private property that accommodates housing and commercial functions.</p>

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	<p>topo points 1, 38, 37, 36 of the Landbook extract of the plot) be attached to the competition plot?</p>	<p>For the competition phase, the participants will refer to the limits of the competition plot, as defined by the land survey included in Annex 6.1 University Hospital Complex – Land survey. Any proposals related to plot merging can be discussed in Phase 3 - Protected Built Area Zonal Urban Plan).</p>
<p>34.</p>	<p>For lung transplant operations / thoracic surgery, 2 rooms x 60sqm in Brief are required in the Romanian version, while the English version mentions 2 rooms x 100sqm. Which version is correct?</p>	<p>The correct version is the amended one: the one that refers to two thoracic surgery rooms of 60 sqm each.</p> <p>The surfaces included in the Competition Brief act as a guideline. The competitors have the freedom to propose the optimization of the usable areas indicated by the design brief and its annexes, in order to achieve an optimal ratio between the gross floor area and the number of beds, located around the value of 90sqm Gross Floor Area / bed.</p>
<p>35.</p>	<p>In Annex 2.A.8 updated to the gastroenterology and liver transplant department, a number of 40 beds in Division I remained erroneously. A number of 20 beds is specified, according to the Competition brief.</p>	<p>The correct option is the one that refers to 20 beds for the Gastroenterology Division. The synthesis table that the participants need to include on their competition boards will be modified accordingly, referring to 20 bed for the Gastroenterology Division.</p>
<p>36.</p>	<p>Verifying the different tender documents, we discovered that there some differences about the border of the land. In the survey drawing there are two different border lines. One of them seems to be the proposed limits of the “design” land (as it is the contour of the colored hatch).</p>	<p>The information included in the Competition Brief follows the regulations 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>

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<p>There is another contour line, named as fence (maybe the fence of the interrupted works of Akademia Centre). In the excerpt of the PUG the contour lines which define the zones ZCP_M1 and ZCP_Vt are a little bit different from the above described lines. The image inserted in the land book extract is overlapping on the first contour line (limits of the “design land”). We attach to this mail an extract from Google Earth image of the University Hospital complex. By this image is clear that the residual zone ZCP_Vt (having triangular shape on the SW border of the land) do not more exist, due to the its modification by the initial works of Akademia Centre. We would like to understand if this little area, still named as ZCP_Vt in the PUG, even though totally modified in its situation, can be interested by building process, as seems correct to do, preserving and designing it renovation as ZCP_Vt only the larger terraced area located at NW of the design land.</p>	<p>With respect to the limits of the limits of the TRU (Territorial Reference Unit) ZCP_Vt, the General Urban Plan of Cluj-Napoca does not allow any changes through inferior ranking planning documentations (such as a Protected Built Area Zonal Urban Plan). Hence, no buildings will be proposed on the land covered by TRU ZCP_Vt. For further details, please also see the answers to the first Q&A session.</p>
<p>37. By previous mail we asked if it is possible to change the arrangement of the portion of land marked as ZCP_Vt, close to the Orthodoxe Church. Your office answered me as below: "The information included in the Competition Brief follows the regulations of the General Urban Plan of Cluj-Napoca, available online here: https://primariaclujnapoca.ro/strategii-urbane/plan-urbanistic-general/cadrane/c-a-4-iii/. With respect to the</p>	<p>The answer to question 44 has a general character. As we mentioned in our previous answer, according to the current legal framework in Romania, the limits of any Territorial Reference Unit related to green areas established through a General Urban Plan cannot be changed via inferior ranking planning documentations. The legal framework allows for a correlation of the limits of the TRUs with the property limits of the plots that belong to the TRU.</p>

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	<p>limits of the limits of the TRU (Territorial Reference Unit) ZCP_Vt, the General Urban Plan of Cluj-Napoca does not allow any changes through inferior ranking planning documentations (such as a Protected Built Area Zonal Urban Plan). Hence, no buildings will be proposed on the land covered by TRU ZCP_Vt. For further details, please also see the answers to the first Q&A session." So we controled again the first Q&A session document, finding an answer to the 44th question in which, at the contrary, it is specified that modification of the arragment of that part of the zone Vt, by the changement of the borders, eliminating the disfunctionality of the existing situation, saving the quantity of the green, is allowed. Please, can you give a final answer to this question?</p>	<p>As such, the participants will respect the limits and restrictions related to TRU ZCP_Vt, according to the specifications of the General Urban Plan of Cluj-Napoca. The participants can make any proposals deemed necessary in order to correlate the limits of the TRU to the property limits of the plots.</p> <p>The dysfunctionalities that you mention can be analyzed and detailed during Stage 3 – Protected Built Area Zonal Urban Plan. On the long run, the conclusions can afterwards be included in the upgraded version of the General Urban Plan of Cluj-Napoca (currently in the procurement stage).</p>
38.	<p>Regarding the answer given in the round of questions: In the areas under the incidence of UTR ZCP_Vt (including the park between terraces II and III) no constructions will be proposed. A possible repositioning of the boundaries of the territorial reference units can be proposed only in Stage 3 - PUZCP related to Investment Objective 1 - Construction of the Comprehensive Transplant Center building. Our question is: Can we reposition the limits of the territorial reference units for ZCP_Vt in the competition phase?</p>	

<p>39. Can there be differences between the people who filled in the DEAU / ESPD form as a subcontractor and the people presented as the project team in the negotiations? Can they be included in the project team made up of specialists and other people compared to those who filled in this form on the occasion of participating in the competition?</p>	<p>In the competition phase, the obligation to complete the DEAU / ESPD form applies to all entities defined as associates, if applicable. In addition, at the free choice of the participants, the form can also be filled in by the subcontractors. If the subcontractors that the participant is considering fill in the DEAU / ESPD form in the competition phase, they become designated / nominated subcontractors, in case of winning the competition.</p> <p>The procurement procedure documentation does not show the obligation to involve subcontractors in the competition phase. In the negotiation phase, the winning participant will be required to submit the documents referred to in point 4.2.15 of the Competition Rules and clarified by answering question 33 of the Q&A Round 1 document.</p> <p>The replacement / involvement of subcontractors by the contractor during the implementation period of the contract may occur in the situations provided by GD 395/2016 on Methodological Norms for applying the provisions regarding the award of the public procurement contract / framework agreement of Law no. 98/2016 on public procurement - Section 1, Subcontracting, art. 150-161.</p> <p>Section 1 Subcontracting Article 150 (1) In applying the provisions of art. 218 of the Law, the contracting authority has the obligation to establish mandatory contractual clauses regarding the assignment of a claim in favor of the subcontractors related to the part / parts of the contract that are fulfilled by them.</p>
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(2) In order to determine the value of the claim, the tenderer has the obligation to include in his tender the name of the subcontractors and their contact details, the part / parts of the contract to be fulfilled by them, the value to which the respective part / parts rise. , as well as the agreement of the subcontractors on these matters.

Article 151

Replacement / involvement of subcontractors by the contractor during the implementation period of the contract may occur in the following situations:

- a)** replacement of subcontractors nominated in the tender and whose activities have been indicated in the tender as being carried out by subcontractors,
- b)** the declaration of new subcontractors after the signing of the public procurement contract in the conditions in which the works / services to be subcontracted were provided in the offer without initially indicating the option of their subcontracting,
- c)** renunciation / withdrawal of subcontractors from the public procurement contract.

Article 152

In the situations provided in art. 151, the contracting authority has the obligation to request the presentation of the contracts concluded between the contractor and the subcontractors subsequently declared, which must contain at least the following elements:

- a) the activities to be subcontracted;
- b) the names, contact details, legal representatives of the new subcontractors;
- c) the value related to the services of the new subcontractors.

	<p>Article 153 In the situations provided in art. 151, the new subcontractors have the obligation to present a declaration on their own responsibility by which they assume the observance of the provisions of the specifications and of the technical proposal submitted by the contractor to the offer, related to the activity subject to subcontracting.</p> <p>Article 154 The contracts mentioned in art. 152 and the declarations mentioned in art. 153 will be presented at least 15 days before the start of the execution of the works / provision of services by the new subcontractors.</p> <p>Article 155 In the situations provided in art. 151, the new subcontractors have the obligation to submit the certificates and other documents necessary for verifying the non-existence of exclusion situations and the resources / capabilities corresponding to the parties involved in the public procurement contract.</p> <p>Article 156 The replacement / involvement of the subcontractors by the contractor during the implementation period of the contract is done with the consent of the contracting authority.</p> <p>Article 157 The situation provided in art. 151 lit. a) does not represent a substantial change, as it is defined in art. 221 of the Law.</p> <p>Article 158 (1) In the situation provided in art. 151 lit. a), the value related to the subcontracted activities will be at most equal to the value declared in the</p>
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	<p>offer as being subcontracted, to which can be added only the adjustment of the existing prices in the contract.</p> <p>(2) In the situation provided in art. 151 lit. a), the object of the new subcontract must not change the object of the previous subcontract.</p> <p>(3) The object and value of the new subcontracting contract shall not contain the works performed / services provided by the initial subcontractor nor the value related to them.</p> <p>Article 159</p> <p>In the situation provided in art. 151 lit. b), the contractor has the right to involve new subcontractors during the execution of the contract, provided that their nomination does not represent a substantial modification of the public procurement contract under the conditions of art. 221 of the Law.</p> <p>Article 160</p> <p>The situation provided in art. 151 lit. b) does not represent a substantial change as it is defined in art. 221 of the Law, if the following cumulative conditions are met:</p> <ul style="list-style-type: none">a) the introduction of a new subcontractor has no impact on the fulfillment of the qualification / selection criteria or on the application of the award criterion reported at the time of the evaluation of the tenders;b) the introduction of a new subcontractor does not change the price of the contract between the contracting authority and the contractor;c) the introduction of a new subcontractor is strictly necessary for the fulfillment of the public procurement contract;d) by introducing a new subcontractor, the general character of the object of the public procurement contract is not changed, which implies that the
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		<p>purpose of the contract, as well as the main indicators that characterize the result of the respective contract remain unchanged.</p> <p>Article 161</p> <p>In the situation provided in art. 151 lit. c), in case a subcontracting contract is terminated unilaterally / terminated by one of the parties, the contractor has the obligation to take over the part / parts of the contract related to the subcontracted activity or to replace this subcontractor with a new subcontractor under art. 151 lit. a).</p>
40.	<p>Does the project team need two urban planners, specialists with a signed RUR certificate, symbol D, Dz0 and G5, or can there be a single certified urban planner for the preparation and coordination of these types of documentation?</p>	<p>For the urban planning experts, the requirements concerning the certification related to the Registry of Urban Planners can be covered by a single person. For Further details please see Annex 2.5 Project team.</p> <p>Involving a specialist certified by the Registry of Urban Planners under the symbol F6 – protecting and developing the built heritage is not necessary, since this certification refers to regional planning and not urban planning documentations.</p>
41.	<p>Considering the obligation to draw up a Zonal Urban Plan on a protected built area, is it not necessary the presence in the team of a specialist with the right to sign certified by RUR, symbol F6 - protection and development of the built heritage?</p>	<p>Involving a specialist certified by the Registry of Urban Planners under the symbol F6 – protecting and developing the built heritage is not necessary, since this certification refers to regional planning and not urban planning documentations.</p>
42.	<p>There is a drop of 11.5 m (378 to 366.5) from the beginning of Aleea Studentilor to the end of Victor Babes St, cornice height of 22m is referenced to which level?</p>	<p>The maximum height of the buildings situated on the plot that is part of the competition will be defined during Stage 3 – Protected Built Area Zonal Urban Plan. At the moment, the participants do not have to comply to the maximum height stated by TRU BPA M1 (22m), but they must take into consideration the historical monument regime of the University Hospital Complex.</p>

<p>43.</p>	<p>The competition recommendations state: B1+ B2 (13,000 msq), GF + FF + SF + Recessed floor (14,000 msq). Keeping to these areas can we configure different levels = B1 + B2 + B3 (19,500 msq) GF + FF + SF (7500 msq) taken from level 366.5?</p>	<p>The surfaces included in the Competition Brief act as a guideline. The competitors have the freedom to propose the optimization of the usable areas indicated by the design brief and its annexes, in order to achieve an optimal ratio between the gross floor area and the number of beds, located around the value of 90sqm Gross Floor Area / bed.</p> <p>At the same time, the competitors can define the maximum height of the proposed building for the benefit of the project, but they must take into consideration the historical monument regime of the University Hospital Complex.</p>
<p>44.</p>	<p>Does the traffic study prepared by UTCN in 2019 need to be redone?</p>	<p>According to Annex 2.A.3.2. Description of the contracted services and deadlines – Amendment – in Phase 3 - Protected Built Area Zonal Urban Plan, the winner of the competition has to draft all necessary studies in order to ensure the authorization of the urban planning documentation. To the extent to which the information included in the current Traffic Study is not detailed enough for the other contract phases, the winning team will have to draft a new one.</p>
<p>45.</p>	<p>We understand that the estimated value of the Design Services contract subject to this competition is 3.248.500 EUR (as stated in Annex 2.A.1. Competition rules, section 4.2.4.). However, according to Annex 2.A.7. Justification of the investment value, the “Design services and technical assistance total cost estimate” is 4.716.000</p>	<p>The value of 4.716.000 euros represents the total value of the design services, including those services that will be covered by the Contracting Authority. The difference of 1.467.500 euros represents the total value of the services covered by the Contracting Authority, namely:</p>

	<p>EUR. We would like to know which “technical assistance” services exactly will be contracted separately with in the remaining 1.467.500 EUR, just to understand what expertise are meant to fall within the Design Contract, and which are intended to be sourced separately. For example, are the structural and MEP engineering consultants meant to be covered by the Design contractor, or will they be contracted separately by the Contracting Authority? Question number 18 of the Round 1 of Q&A addressed this issue but it was not answered clearly. On a side matter, we understand that the value of the maximum cost against which the Financial Proposal (Annex 2.A.3.1.) will be measured is the 3.248.500 EUR value of the Design Services contract (and NOT the 4.716.000 EUR Design services and technical assistance total cost estimate). Is this correct?</p>	<ul style="list-style-type: none"> • Investment Objective 1: Comprehensive Transplant Centre Building: Item 3.8.2: Site management - 1.350.000 euro • Investment Objective 2: University Hospital Complex: landscaping and urban design proposal Item 3.7.2: Financial audit – 23.500 euro Item 3.8.2: Site management – 94.000 euro <p>All costs related to the experts involved in the design project will be covered by the winning team, from the competition fee. The maximum value against which the Financial Proposal will be assessed is 3.248.500 euros.</p>
46.	<p>We have a question regarding the total area of the Comprehensive Transplant Centre building. As stated on section 3.3.2. of Annex 1.A.1. Competition Brief, the Net Usable Area is 20.090 m2. Having a long experience in hospital design, we expect the total Gross Floor Area to be far higher than the stated 26.570 m2 if we were to preserve the Usable Area in the value expressed above. However, we also see that Total Investment Value expressed in section 3.5.1. of the same document was calculated on basis of a Gross Floor Area of 27.000 m2.</p>	<p>The surfaces included in the Competition Brief act as a guideline. The competitors have the freedom to propose the optimization of the usable areas indicated by the design brief and its annexes, in order to achieve an optimal ratio between the gross floor area and the number of beds, located around the value of 90sqm Gross Floor Area / bed.</p> <p>The final total investment value will be defined during Phase 2 – Feasibility Study, following a more thorough analysis. The final total investment value included in the Competition Brief has as a starting point the cost indicators adopted within the feasibility study carried</p>

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	<p>Taking in consideration that having a Net Usable Area of 20.090 m2 with a Gross Floor Area of 27.000 m2 will surely be impossible to achieve, we wanted to ask what would be the preferable compromise from the point of view of the Contracting Authority: A) Preserving a Net Usable Area of 20.090 m2 and having a greater Gross Floor Area and therefore a higher Total Investment Value; or B) decreasing the Net Usable Area by reducing the area of some of the interior spaces but preserving the total Gross Floor Area and the Total Investment Value. We would like to know which option will make the investment more feasible for the Contracting Authority during the development of the future project.</p>	<p>out by the Ministry of Health for the Cluj Regional Emergency Hospital, by reporting them to an average value/built sqm. The Contracting Authority started the competition with the assumption that the total investment value will be modified in the following stages of the project.</p> <p>The value that remains fix throughout the project is the one related to the design services (3.248.500 euros).</p>
<p>47.</p>	<p>Comments on the contract: Art. 2.3 - We propose the elimination of the references to the task book, non-existent within this contract award procedure and the replacement of the respective phrase with “competition brief and competition rules”.</p>	<p>The Contracting Authority shall specify the following:</p> <p>The following clauses of the contract are amended as follows:</p> <p><i>2.3 The provider has the obligation to prepare the documentation according to the competition brief and the competition rules. If, during the performance of the public procurement contract, it is found that certain elements of the technical proposal are inferior or do not correspond to the requirements of the competition brief and the competition rules, the provisions of the competition brief and the competition rules prevail.</i></p>
<p>48.</p>	<p>Comments on the contract: Art. 6.1 - We propose the elimination of the references to the task book, non-existent within this contract award procedure and the replacement of the respective phrase with “the competition brief and the competition rules”. The</p>	

	<p>proposal is valid for all references in the contract to the specifications.</p>	
<p>49.</p>	<p>Comments on the contract: Art. 13.1 - We propose the elimination of the references to the task book, non-existent within this contract award procedure and the replacement of the respective phrase with “competition brief and competition rules”.</p>	<p>4. Definitions 4.1. - <i>In this contract the following terms will be interpreted as follows:</i> f) <i>standards - the standards, technical regulations or other similar ones provided in the competition brief, the competition rules and in the technical proposal;</i></p> <p>6. Contract documents 6.1. - <i>The documents of this contract are:</i> d) the competition brief and the competition rules;</p> <p>9. Intellectual property rights 9.1. <i>The provider has the obligation to compensate the Acquirer against any:</i> a) <i>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. 9.1. lit. a), unless such an infringement results from compliance with the competition brief or compliance with the competition rules.</i></p> <p>11.4 <i>Any omission or error in the lists of quantities in the technical project and in the technical specifications provided in the competition brief or in the competition rules, proven during the execution to be necessary for the completion of the investment, will be borne by the designer within the determined value. 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 executor. For the purpose of recovering these amounts, the acquirer will have at its disposal the performance bond of the contract, and in</i></p>

		<p><i>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 Acquirer to pay the amount, and if the designer does not respond, the acquirer is entitled to resort to any legal means to recover these amounts of money.</i></p> <p>13. Reception and checks <i>13.1. - The Acquirer has the right to verify the provision of services in order to establish their compliance with the provisions of the technical proposal, the competition brief and the competition rules.</i></p> <p>18.4 - (2) - <i>The exchanged subcontractors have the obligation to submit a declaration on their own responsibility by which they assume the provisions of the competition brief, the provisions of the competition rules and the provisions of the technical proposal submitted by the contractor to the tender, related to the subcontracted activity.</i></p>
50.	<p><i>Comments on the contract: Art. 7.1 - We propose the detailing of the phrase “technical proposal” and the eventual reference to the concept presented in the competition. Otherwise, it is necessary to define the notion of “technical proposal” in art. 4.1.</i></p>	<p>The Contracting Authority shall specify the following:</p> <p>Art. 4. Definitions of is amended with regard to the definition for the technical proposal as follows:</p>

		<p>technical proposal – document of the procurement procedure, prepared based on the requirements of the competition brief and the competition rules, established by the Acquirer;</p>
<p>51.</p>	<p><i>Comments on the contract: Art. 9 - The clause from letter a) must be adapted to the specifics of the contract, respectively to the protection of the intellectual property rights of the designer, the assignment of the patrimonial copyrights, the observance of his moral rights, the provisions in the current form not being related to the object of the contract. The clause in letter b) is much too general and requires a restriction of applicability with the indication of concrete situations, the phrase "costs and expenses of any kind" being abusive.</i></p>	<p>The Contracting Authority shall specify the following:</p> <p>Art. 9 is amended as follows:</p> <p>9. Intellectual property rights</p> <p>9.1. The provider has the obligation to compensate the purchaser against any:</p> <p>a) claims and legal actions, resulting from the infringement of intellectual property rights (patents, names, trademarks, design documents prepared by the provider or other documents prepared by the provider, etc.), related to equipment, materials, installations or equipment used for or in connection with the services provided, only in cumulative compliance with 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>

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		<p><i>(iii) the damages relate exclusively to direct damages suffered by the purchaser and due to the sole fault of the provider; or</i></p> <p><i>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. 9.1. lit. a), except in the situation where such a violation results from the observance of the Specifications drawn up by the purchaser.</i></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, design documents prepared by the provider or other documents prepared by the provider etc.) related to the services provided.</p>
52.	<p>Comments on the contract: Art. 10.2 - We propose the possibility of opening the guarantee account at the disposal of the authority at a commercial bank, not only at the treasury.</p>	<p>The Contracting Authority shall specify the following:</p> <p>The clauses of art. 10.2 paragraph 1 are maintained.</p> <p>According to the provisions of Law no. 98/2016 on public procurement art. 40 paragraph (5): “If the contracting authority has the quality of public authority, public institution or economic operator with full or majority state capital, the contractor has the obligation to open the account at the disposal of the contracting authority, provided in paragraph (4) , at the unit of the State Treasury within the fiscal body competent in its administration.”</p>
53.	<p>Comments on the contract:</p>	<p>The Contracting Authority shall make the following statement:</p>

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	<p>Art. 10.2 - We propose the modification of the clause of art. 10 paragraph 1, final thesis, for the purpose of depositing by the contractor the amount resulting from the application of the percentage of 0.5% on the contract price, excluding VAT. Given that VAT is only collected by the contractor and then transferred to the state budget, applying the percentage to the price including VAT falsely increases the value of this percentage by 19%. Any guarantees perceived to ensure the proper execution of a contract or of another nature do not represent operations in the scope of VAT, not being deliveries of goods or services within the meaning of art. 126 paragraph (1) of the Fiscal Code. Since successive deductions will follow this reasoning, the initial filing must also follow it.</p>	<p>Clause 10.2 shall be amended as follow as follows:</p> <p><i>10.2. (1) The amount of the performance bond of the contract represents 5% of its price without VAT; If during the execution of the contract, the value of the contract is justifiably supplemented, the contractor has the obligation to complete the guarantee of good execution in correlation with the new value of the contract.</i></p> <p><i>The guarantee of good execution can be constituted by guarantee instrument, bank transfer or successive deductions from the amounts due for partial invoices.</i></p> <p><i>If the value of the performance bond is less than 5000 lei, the Acquirer has the right to accept its constitution by depositing some cash amounts at the cashier's office.</i></p> <p><i>If the guarantee is provided by a guarantee instrument, it becomes an annex to the contract, and if the guarantee is constituted by successive deductions from invoices submitted for payment, the contractor has the obligation to open an account at the disposal of the contracting authority, to the treasury, and the initial amount to be deposited by the contractor in the account thus opened is 0.5% of the contract price excluding VAT.</i></p>
<p>54.</p>	<p>Comments on the contract: Article 10.2. paragraph 2 - We propose to reformulate the clause "successive deductions from the amounts without VAT due and ascribed to to the contractor."</p>	<p>The Contracting Authority shall make the following statement:</p> <p>It was clarified by answering question 53 that the amounts due are excluding VAT.</p>

		<p>The clause remains unchanged.</p>
<p>55.</p>	<p>Comments on the contract: Art. 10.4 - We propose to complete the clause with a new letter in order to issue the performance guarantee related to the Documentation for obtaining the building permit after obtaining this permit. At the same time, we request the establishment of a maximum term for retaining the performance guarantee for the situation in which the execution works are not completed within the estimated 60 months, for reasons not related to the contractor's conduct (contesting the tender, delays in execution, etc.).</p>	<p>The Contracting Authority shall specify the following: In the case of design service contracts, the Contracting Authority has the obligation, according to GD 395/2016 art. 42, to issue / return the performance guarantee as follows: „a) the value of the performance bond related to pre-feasibility and / or feasibility studies, within 14 days from the date of delivery and acquisition / approval of the respective technical-economic documentation or from the date of completion of all service contract obligations, if not raised until that date claims on her; b) the value of the good execution guarantee related to the technical project and / or the execution details, within 14 days from the date of concluding the reception report at the end of the works executed based on the project respectively, if it has not raised claims on it by that date, but not later than 3 years from the submission of the respective technical documentation, if the contracting authority has not assigned during this period the works contract in question.”</p> <p>Therefore, we do not consider it necessary to take over the specific legislation within the terms of the contract.</p>
<p>56.</p>	<p>Comments on the contract: Art. 2.3 - We propose the elimination of the references to the task book, non-existent within this contract award</p>	<p>The Contracting Authority shall specify the following: The following clauses of the contract are amended as follows:</p>

<p>procedure and the replacement of the respective phrase with “competition brief and competition rules”.</p>	<p>2.3 <i>The provider has the obligation to prepare the documentation according to the competition brief and the competition rules. If, during the performance of the public procurement contract, it is found that certain elements of the technical proposal are inferior or do not correspond to the requirements of the competition brief and the competition rules, the provisions of the competition brief and the competition rules prevail.</i></p> <p>4. Definitions</p> <p>4.1. - <i>In this contract the following terms will be interpreted as follows:</i></p> <p>f) <i>standards - the standards, technical regulations or other similar ones provided in the competition brief, the competition rules and in the technical proposal;</i></p> <p>6. Contract documents</p> <p>6.1. - <i>The documents of this contract are:</i></p> <p>d) the competition brief and the competition rules;</p> <p>9. Intellectual property rights</p> <p>9.1. <i>The provider has the obligation to compensate the Acquirer against any:</i></p> <p>a) <i>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. 9.1. lit. a), unless such an infringement results from compliance with the competition brief or compliance with the competition rules.</i></p> <p>11.4 <i>Any omission or error in the lists of quantities in the technical project and in the technical specifications provided in the competition brief or in the</i></p>
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	<p><i>competition rules, proven during the execution to be necessary for the completion of the investment, will be borne by the designer within the determined value. 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 executor. 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 Acquirer to pay the amount, and if the designer does not respond, the acquirer is entitled to resort to any legal means to recover these amounts of money.</i></p> <p>13. Reception and checks</p> <p><i>13.1. - The Acquirer has the right to verify the provision of services in order to establish their compliance with the provisions of the technical proposal, the competition brief and the competition rules.</i></p> <p><i>18.4 - (2) - The exchanged subcontractors have the obligation to submit a declaration on their own responsibility by which they assume the provisions of the competition brief, the provisions of the competition rules and the provisions of the technical proposal submitted by the contractor to the tender, related to the subcontracted activity.</i></p>
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<p>57.</p>	<p>Comments on the contract: Art. 11.3 - We propose the detailing of the clause regarding the authority's support of the equivalent costs of the approvals - to mention if they will be re-invoiced by the contractor or if they will be paid directly by the authority based on calculation notes / invoices of the notifying authorities. The procedure for signing by the beneficiary of the project the requests for issuing approvals or the express mandate of the contractor is to be clarified in this respect.</p>	<p>The procedure for signing by the beneficiary of the project the applications for issuing the approvals or the express mandate of the contractor in this respect will be defined in the negotiation phase without prior publication of the contract with the winner of the competition.</p> <p>The fees will be borne by the Cluj County Council, being thus usual two variants. 1. Payment is made by the provider, on behalf of the Cluj County Council and subsequent submission of documents for reimbursement (takes about 5 days) or 2. the provider notifies the designated representative of the beneficiary on the fee to be paid and payment is made directly by Cluj County Council (duration about 5 days).</p>
<p>58.</p>	<p>Comments on the contract: Art. 11.4 - We propose to complete the clause with "The contractor is not responsible for price changes or technical specifications related to the proposed equipment or removal from production lines of equipment (medical or technical installations) between the date of design and execution of works and the purchase of equipment."</p>	<p>According to Annex 2.A.3.2. Description of contracted services and deadlines - Rectification / Sections regarding technical assistance:</p> <p>The technical assistance from the designer begins with the conclusion of the public procurement contract and ends 60 days from the signing of the acceptance report to the completion of the construction works; (...) Updating the General Estimate / Feasibility Study at the request of the beneficiary whenever necessary;</p> <p>These provisions are valid for both investment objectives.</p>

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<p>59.</p>	<p>Comments on the contract:</p> <p>Art. 11.5 - To be completed with the value of 1,000,000 euros according to the competition rules.</p>	<p>The Contracting Authority shall make the following statement:</p> <p>Art. 11.5 is amended as follows:</p> <p><i>11.5 The Provider (the Provider covering all subcontractors or each member of the association individually) undertakes, based on art. 31 of the republished Law 10/1995, to conclude in maximum 30 days from the signing of the contract, a professional civil liability policy of minimum 1.000.000 euros, for the project that is the object of the contract, without priority. The insurance will cover both the execution period of the present contract and the eventual periods of extension of the benefits, in order to cover the risks provided in art. 11.4. Proof of payment of insurance premiums is provided whenever the purchaser 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 / exit from the validity period of the policy may result in suspension of payments made by the purchaser.</i></p>
<p>60.</p>	<p>Comments on the contract:</p> <p>Art. 12 - The responsibilities of the purchaser must be completed with his obligations to sign the applications for obtaining permits / agreements / building permits / HCL for PUZ within maximum 2 days from the contractor's request, to submit to the County Council for approval the feasibility studies in the shortest term from the date of their submission but not more than days from the</p>	<p>The mentioned contractual clauses will be detailed and negotiated within the negotiation procedure.</p>

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	<p>submission, to conclude contracts with the project verifiers and to bear the costs with the technical verification of the projects in order to avoid any delays in the process of project verification, to bear the costs with site management, BREEM evaluation and certification, etc.</p>	
<p>61.</p>	<p>Comments on the contract: Art. 13.2 - we propose to complete the clause with the establishment of contact persons from the purchaser even within the contract or in an annex to it.</p>	<p>The mentioned contractual clauses will be detailed and negotiated within the negotiation procedure.</p>
<p>62.</p>	<p>Comments on the contract: Article 14.2. - we propose to complete the clause with “the deadlines in the performance schedule take into account the actual design deadlines and do not include the deadline for issuing approvals / authorizations / HCL approvals, deadlines that do not depend on the designer” and with “exceeding the legal deadline for resolving applications issuance of notices / authorizations / HCL may lead to the chain extension of all other interdependent terms, without the fault and liability of the contractor.”</p>	<p>The Financial Proposal (Annex 2.R.3) unequivocally shows that the deadlines for design missions do not include deadlines for issuing approvals. We specify that, together with all the procurement documents, the Financial Proposal becomes an Annex to the design services contract.</p> <p>The Contracting Authority specifies that art. 14.2 is amended, as follows:</p> <p>14.2. - (1) The services provided under the contract or, where applicable, any phase thereof scheduled to be completed within a period set out in the performance schedule must be completed within the time agreed by the parties, which shall be calculated from the date of commencement of services. <i>The deadlines in the performance schedule take into account the actual design deadlines and do not include the deadline for issuing approvals / authorizations / HCJ (County Council Decision) approvals, deadlines that do not depend on the Provider.</i></p> <p>(2) If:</p>

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		<p><i>a) any reasons for delay that are not due to the provider; or</i></p> <p><i>b) other unusual circumstances, likely to occur other than by breach of contract by the provider entitle the provider to request the extension of the period of service provision or any phase thereof, the parties shall review, by mutual agreement, the period of service and sign a additional act.</i></p>
63.	<p>Comments on the contract: Art. 15 - we propose the modification of the clause “within 30 days from the delivery of the invoices to the beneficiary”, the term “registration” being able to be interpreted as accounting registration and not as delivery from the contractor.</p>	<p>The Contracting Authority specifies that art. 15 is amended as follows:</p> <p><i>15. The Acquirer will make the payment of the amounts provided in art.2.2 to the provider in lei, within maximum 30 days from the registration of the invoices at the Beneficiary's Registry for the services provided and received according to the law by the beneficiary.</i></p>
64.	<p>Comments on the contract: Art.16.1 - In order to avoid any confusion, we propose the modification of the clause “payments are those provided in art. 2”, differences may occur between the financial proposal and the contract price following the negotiations.</p>	<p>The Contracting Authority specifies that art. 15, as follows:</p> <p><i>16.1. For the services provided, the payments due by the Acquirer to the provider are those provided in art. 2.</i></p>
65.	<p>Comments on the contract: Art. 18.1 - we ask you to clarify what the “designated” subcontractor refers to. Must the designated subcontractor have participated in the competition?</p>	<p>Designated subcontractors are those subcontractors nominated on the date of submission of the project (during the competition phase).</p>

<p>66. Comments on the contract: Art. 18.1 paragraph 2-4 We propose the elimination of these clauses or the limitation of the applicability of these clauses only to exceptional situations, only the two contracting parties (contractor and subcontractor) being able to objectively analyze the fulfillment of obligations / payment deadlines, as in case of a dispute the court intervenes.</p>	<p>The Contracting Authority states that the change is not accepted. The clause mentioned in question 56 (Art.18.1, paragraphs 2-4) remains unchanged.</p> <p>Please take into account the provisions of GD 395/2016 on Methodological Norms for applying the provisions regarding the award of the public procurement contract / framework agreement of Law no. 98/2016 on public procurement - Section 1, Subcontracting, art. 150-161.</p> <p>Section 1 Subcontracting Article 150 <i>(1) In applying the provisions of art. 218 of the Law, the contracting authority has the obligation to establish mandatory contractual clauses regarding the assignment of a claim in favor of the subcontractors related to the part / parts of the contract that are fulfilled by them.</i> <i>(2) In order to determine the value of the claim, the tenderer has the obligation to include in his tender the name of the subcontractors and their contact details, the part / parts of the contract to be fulfilled by them, the value to which the respective part / parts rise. , as well as the agreement of the subcontractors on these matters.</i></p> <p>Article 151 <i>Replacement / involvement of subcontractors by the contractor during the implementation period of the contract may occur in the following situations:</i> a) replacement of subcontractors nominated in the tender and whose activities have been indicated in the tender as being carried out by subcontractors,</p>
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	<p><i>b) the declaration of new subcontractors after the signing of the public procurement contract in the conditions in which the works / services to be subcontracted were provided in the offer without initially indicating the option of their subcontracting,</i></p> <p><i>c) renunciation / withdrawal of subcontractors from the public procurement contract.</i></p> <p>Article 152</p> <p><i>In the situations provided in art. 151, the contracting authority has the obligation to request the presentation of the contracts concluded between the contractor and the subcontractors subsequently declared, which must contain at least the following elements:</i></p> <p><i>a) the activities to be subcontracted;</i></p> <p><i>b) the names, contact details, legal representatives of the new subcontractors;</i></p> <p><i>c) the value related to the services of the new subcontractors.</i></p> <p>Article 153</p> <p><i>In the situations provided in art. 151, the new subcontractors have the obligation to present a declaration on their own responsibility by which they assume the observance of the provisions of the specifications and of the technical proposal submitted by the contractor to the offer, related to the activity subject to subcontracting.</i></p> <p>Article 154</p> <p><i>The contracts mentioned in art. 152 and the declarations mentioned in art. 153 will be presented at least 15 days before the start of the execution of the works / provision of services by the new subcontractors.</i></p> <p>Article 155</p>
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In the situations provided in art. 151, the new subcontractors have the obligation to submit the certificates and other documents necessary for verifying the non-existence of exclusion situations and the resources / capabilities corresponding to the parties involved in the public procurement contract.

Article 156

The replacement / involvement of the subcontractors by the contractor during the implementation period of the contract is done with the consent of the contracting authority.

Article 157

The situation provided in art. 151 lit. a) does not represent a substantial change, as it is defined in art. 221 of the Law.

Article 158

(1) In the situation provided in art. 151 lit. a), the value related to the subcontracted activities will be at most equal to the value declared in the offer as being subcontracted, to which can be added only the adjustment of the existing prices in the contract.

(2) In the situation provided in art. 151 lit. a), the object of the new subcontract must not change the object of the previous subcontract.

(3) The object and value of the new subcontracting contract shall not contain the works performed / services provided by the initial subcontractor nor the value related to them.

Article 159

In the situation provided in art. 151 lit. b), the contractor has the right to involve new subcontractors during the execution of the contract, provided that their nomination does not represent a substantial modification of the public procurement contract under the conditions of art. 221 of the Law.

		<p>Article 160 <i>The situation provided in art. 151 lit. b) does not represent a substantial change as it is defined in art. 221 of the Law, if the following cumulative conditions are met:</i></p> <ul style="list-style-type: none"> <i>a) the introduction of a new subcontractor has no impact on the fulfillment of the qualification / selection criteria or on the application of the award criterion reported at the time of the evaluation of the tenders;</i> <i>b) the introduction of a new subcontractor does not change the price of the contract between the contracting authority and the contractor;</i> <i>c) the introduction of a new subcontractor is strictly necessary for the fulfillment of the public procurement contract;</i> <i>d) by introducing a new subcontractor, the general character of the object of the public procurement contract is not changed, which implies that the purpose of the contract, as well as the main indicators that characterize the result of the respective contract remain unchanged.</i> <p>Article 161 <i>In the situation provided in art. 151 lit. c), in case a subcontracting contract is terminated unilaterally / terminated by one of the parties, the contractor has the obligation to take over the part / parts of the contract related to the subcontracted activity or to replace this subcontractor with a new subcontractor under art. 151 lit. a).</i></p>
67.	<p>Comments on the contract: Art. 18.2 paragraph 1 - we propose the modification of the clause - the elimination of the phrase “at the conclusion of</p>	<p>The Contracting Authority specifies that art.: ”18.2. - (1) The provider has the obligation to present at the conclusion of the contract all the contracts concluded with the designated subcontractors.” refers to the designated/nominated subcontractors.</p>

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	<p>the contract” within 5 days from the conclusion of the contract.</p>	<p>The clause remains unchanged.</p>
<p>68.</p>	<p>Comments on the contract: Art. 18.4 paragraph 1 - we propose the modification of the clause, in the sense of admitting that the value of the services paid to a new subcontractor can exceed the value provided in the offer. The only one who can be prejudiced is the contractor, but the limitation to contract with a subcontractor at a higher price can affect the whole contract, provided that the change of subcontractor is mandatory.</p>	<p>The Contracting Authority shall make the following statement:</p> <p>Art.158 of HG395/2016 shows that: „(1) In the situation provided in art. 151 lit. a), the value related to the subcontracted activities will be at most equal to the value declared in the offer as subcontracted, to which can be added only the price adjustment existing in the contract. (2) In the situation provided in art. 151 lit. a), the object of the new subcontract must not change the object of the previous subcontract. (3) The object and the value of the new subcontracting contract shall not contain the works executed / the services provided by the initial subcontractor nor the value related to them.”</p> <p>The clause remains unchanged.</p>
<p>69.</p>	<p>Comments on the contract: Art. 18.4 paragraph 3 - we propose to reduce the term from 15 days to 5 days. If it is a replacement of the subcontractor because the first subcontractor has not fulfilled its obligations, the provision of services by the new</p>	<p>According to the provisions of GD 395/2016, chapter Subcontracting, we mention the following:</p> <p>Art.154 „<i>The contracts mentioned in art. 152 and the declarations mentioned in art. 153 shall be submitted at least 15 days before the start of the execution of the works / provision of services by the new subcontractors.</i>”</p>

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	<p>subcontractor shall ideally start as soon as possible, in order to recover any possible delay.</p>	<p>The clause remains unchanged.</p>
<p>70.</p>	<p>Comments on the contract: Article 19.1. - we propose to amend the clause in the sense of not applying penalties to the price including VAT, but to the price without VAT. At the same time we propose the completion with a new clause, in mirrored for the acquirer - "If, through his sole fault, the acquirer fails to fulfill its obligations under the contract and does not pay the invoices according to art. 15, the contractor is entitled to penalties, in the amount of 0.1% / day delay from the value of the unpaid invoice".</p>	<p>The Contracting Authority shall make the following statement:</p> <p>Clause 19.1 does not change: <i>19.1. If, due to his sole fault, the provider fails to fulfill its obligations under the contract, the Acquirer has the right to deduct from the contract price, as penalties, an amount equivalent to 0.1% / day delay from the price of the design phase unpaid (VAT included).</i></p> <p>Clause 19.2 is inserted: <i>19.2 If, through his sole fault, the Acquirer fails to fulfill his obligations under the contract and does not pay the invoices in accordance with the provisions of Article 15, the contractor is entitled to penalties for delay, in the amount of 0.1% / day delay in value unpaid invoice.</i></p>
<p>71.</p>	<p>Comments on the contract: Article 20.1. - We propose to complete the termination clause with: "The party invoking the termination of the contract shall notify the other contracting party in writing"</p>	<p>The Contracting Authority shall make the following amendment to art. 20:</p> <p>20. Ways of terminating the contract</p> <p><i>20.1 (1) The non-execution of the obligations established in charge of each of the parties in the present contract entails its legal termination, without delay and without the intervention of the court.</i></p>

		<i>(2) The party invoking the termination of the contract shall notify the other Contracting Party in writing.</i>
72.	Art. 20.3 - We propose to complete the clause with "and to return the performance guarantee recorded until the date of unilateral termination."	The Contracting Authority shall specify: <i>In the case provided for in clause 20.2, the provider has the right to claim only the appropriate payment for the part of the contract fulfilled until the date of unilateral termination of the contract and the return of the performance guarantee recorded until the date of unilateral termination.</i>
73.	The urbanism certificate no. 3530 / 19.07.2017, valid for 24 months from the date of issuance, has expired, even if it was communicated to the applicant only on 01.08.2019. Does the contracting authority assume the responsibility for substantiating the solution on the content of this Urbanism Certificate?	The Zonal Urban Plan documentation will be drawn up in accordance with the legal provisions, i.e. Order no. 562/2003 for the approval of the Technical Regulation "Methodology of elaboration and the framework content of the urban planning documentations for protected built areas (Zonal Urban Plan). After signing the contract, the provider has the obligation to obtain a new urbanism certificate.
74.	According to the Urbanism Certificate no. 3530 / 19.07.2020, the Zonal Urban Plan must be drawn up according to the Elaboration Methodology and the framework content, indicative GM -010-2000. According to the Competition Regulation and related to the classification of the land in the protected built area of Cluj-Napoca, the urban planning documentation must be	From an urbanistic point of view, the regulation that applies to the site is that of the General Urban Plan of Cluj-Napoca, approved in 2014. According to it, the studied site requires detailing of urban regulations, through a Zonal Urban Plan - protected built area, that will be elaborated by the provider, according to the specifications of the competition brief. Thus, the competition documentation will be elaborated on the provisions enunciated in the provided Urban Planning Certificate (Annex 3). With the mention that, after

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	<p>drawn up according to the provisions of Order no. 562/2003 for the approval of the Technical Regulation “Methodology for elaboration and framework content of urban planning documentation for protected built areas (PUZ)”. Does the contracting authority assume the responsibility for the elaboration of the correct documentation, but somewhat in contradiction with the provisions of the Urbanism Certificate?</p>	<p>signing the contract, the provider has the obligation to obtain a new certificate.</p>
75.	<p>How will the taxes paid back for obtaining the building permits / building authorizations?</p>	<p>The fees will be borne by the Cluj County Council, being thus usual two variants. 1. Payment is made by the provider, on behalf of the Cluj County Council and subsequent submission of documents for reimbursement (takes about 5 days) or 2. the provider notifies the designated representative of the beneficiary on the fee to be paid and payment is made directly by Cluj County Council (duration about 5 days).</p>

Note:

With regard to question number 66 of the document Questions and Answers Round (published on 26.06.2020 on the official page of the competition [in English](#) and [Romanian](#)): “What is the estimated number of operations, consultations or patients per day, or per month?” we present the following answer:

For the Department of Pneumophthisiology and Thoracic Surgery, the estimated average number of patients (in continuous hospitalization) is approximately 800 patients / year for the Thoracic Surgery Department and 1300 patients / year for the Pneumophthisiology Department.

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For the Department of Renal Transplantation and Urology, the estimated number of patients is approximately 850 patients / month. The rest of the specialties did not provide an exact figure.

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Professional Advisor

**Approved by the Contracting Authority,
The Cluj County Council**