

REPUBLIC OF NORTH MACEDONIA

Project: North Macedonia Emergency Covid-19 Response Project

Loan No: 9109-MK

Request for Bids

Goods

International Competitive Bidding

**Procurement of the modular prefabricated containers
RFB No: MK/ERCP # 1.1.7**

Purchaser: Ministry of Labour and Social Policy of the Republic of North Macedonia

Issued on: October 2020

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PART 1 – Bidding Procedures

Section I -Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
 - 1.2 Throughout this bidding document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by

decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or

- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of

constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this

procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in

accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
 - (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
 - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (i) **Conformity:** documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
 - (j) any other document required **in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
 - 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
 - 13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
 - 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
 - 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
 - 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the**

BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the

price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the

substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of Validity
of Bids**

18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included

in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
 - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2. The inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB22.1;
- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject

to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power

of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;

- (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

29. Determination of Responsiveness

29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary

information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

33. Margin of Preference

33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

- 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is

submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notifications addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

42. Purchaser's Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period,

the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Purchaser

44.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a

debriefing to all unsuccessful Bidders whose request is received within this deadline.

- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

- 45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid,

always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**46. Performance
Security**

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

**47. Procurement
Related
Complaint**

47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : MK/ERCP # 1.1.7</p> <p>The Purchaser is: Ministry of labour and Social Policy of the Republic of North Macedonia</p> <p>The name of the RFB is: Procurement of the modular prefabricated containers</p> <p>The number and identification of lots (contracts) comprising this RFB is: n/a</p>
ITB 1.2(a)	n/a
ITB 2.1	<p>The Borrower is: Republic of North Macedonia</p> <p>Loan or Financing Agreement amount: 90 million EUR</p> <p>The name of the Project is: North Macedonia Emergency Covid-19 Response Project</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: 3
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p style="text-align: center;">Ministry of Labour and Social Policy Attn. Maja Bundaleski, Procurement Officer Address: Koco Racin 14/9, 1000 Skopje, Republic of North Macedonia Telephone: +389(2) 3296-807 E-mail: maja.bundaleski@mtsp.gov.mk</p>

	<p>Requests for clarification should be received by the Purchaser no later than: 7 days prior to the submission deadline.</p> <p>7 calendar days before the final date for bid submission</p>
	C. Preparation of Bids
ITB 10.1	<p>The language of the Bid is “English”.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its Bid: n/a
ITB 13.1	Alternative Bids “ shall not be ” considered.
ITB 14.5	The prices quoted by the Bidder “ shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	n/a
ITB 14.7	The Incoterms edition is: 2020
ITB 14.8 (b)(i) and (c)(v)	Place of destination: As given in the Table 1 “List of Goods and Delivery Schedule”, Section VII of this BD “Schedule of Requirements”
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): As given in the Table 1 “List of Goods and Delivery Schedule”, Section VII of this BD “Schedule of Requirements”
ITB 15.1	The Bidder “ is ” required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years
ITB 17.2 (a)	Manufacturer’s authorization is: “ required ”
ITB 17.2 (b)	After sales service is: “ required ”

ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): n/a
ITB 19.1	A Bid Security shall not be required. A Bid-Securing Declaration “shall be” required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be n/a
ITB 19.3 (d)	Other types of acceptable securities: “None”
ITB 19.9	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of 5 years .
ITB 20.1	In addition to the original of the Bid, the number of copies is: 0
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: authorization showing the signatory's right to sign the bid.
	D. Submission and Opening of Bids
ITB 22.1	For <u>Bid submission purposes</u> only, the Purchaser’s address is: Ministry of Labour and Social Policy (archive) Attn. Maja Bundaleski, Procurement Officer Address: Dame Gruev 14, 1000 Skopje, Republic of North Macedonia The deadline for Bid submission is: Date : November 4, 2020 Time: 11:00 hours Macedonian Time (GMT+1) Bidders “shall not” have the option of submitting their Bids electronically.
ITB 25.1	The Bid opening shall take place at: Ministry of Labour and Social Policy

	<p>Address: Dame Gruev 14, 1000 Skopje, Republic of North Macedonia</p> <p>Date : November 4, 2020</p> <p>Time: 11:00 hours Macedonian Time (GMT+1)</p>
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by 2 representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the “ average ” price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Macedonian denars</p> <p>The source of exchange rate shall be: <u>National Bank of the Republic of North Macedonia</u></p> <p>http://www.nbrm.gov.mk/default-mk.asp?pmenu=kurslistMKIKL</p> <p>The date for the exchange rate shall be: The bid submission deadline.</p>
ITB 33.1	A margin of domestic preference “ shall not ” apply.
ITB 34.2(a)	<p>Evaluation will be done for Items</p> <p>Note:</p> <p>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule No.</p> <p>(b) Deviation in payment schedule: No.</p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: No.</p> <p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the No.</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment No.</p>

	(f) the performance and productivity of the equipment offered; No.
	F. Award of Contract
ITB 42	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 45.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: Sanja Andovska Title/position: Procurement Manager Client: Ministry of Labor and Social Policy of the Republic of North Macedonia Email address: sanja.andovska@mtsp.gov.mk</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.

Section III -Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

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1. Margin of Preference (ITB 33)-Not Applicable**2. Evaluation(ITB 34))-Not Applicable****3. Qualification (ITB 37)****3.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(i) Financial Capability

- Bidders must be able to prove financial stability and solvency in the form of approved and notarized financial statements for the last three (3) years (2017, 2018 and 2019). In a case of Joint Venture this qualification criteria must be fulfilled by all partners of the Joint Venture

(ii) Experience and Technical Capacity

- The bidder should have performed at least two assignments in the past ten years, similar to the one described in this bidding document (name of the assignment, description, duration, contract amount, reference). Total value of the contract must be at least 75% of equal or higher value than the bid price offered. The similarity shall be based on the specific type of equipment. Substantial completion shall be based on 100% delivery completed under the contract. The list shall be supported with certificates on fulfilled contract obligations. In a case of Joint Venture (JV) the qualifications of the JV partners will be cumulated, and the fulfillment of this criteria will be determined if the Leading partner has completed at least one (1) successful contract
- Bidders must provide documentary evidence that they have been in their current form of business, for at least three years prior the date of issuing of IFB for this Contract. In a case of Joint Venture this qualification criteria must be fulfilled by all partners of the Joint Venture

All documents should be submitted in original or in copy

Section IV -Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
RFB No.: MK/ERCPC # 1.1.7

To: Ministry of Labour and Social policy of the Republic of North Macedonia

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (n) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: MK/ERCP # 1.1.7

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: MK/ERCP # 1.1.7

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C Bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							RFB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1	Type 1 – Construction, transport and montage of modular prefabricated containers – (entrance for patients and reception desk) – “turn key” project; dimensions: 6000 mm length, 4800 mm wight and 2600 mm height (external dimension) or „equivalent “.			19				

2	<p>Type 2 – Construction, transport and montage of modular prefabricated containers (reception/administration) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			19				
3	<p>Type 3 – Construction, transport and montage of modular prefabricated containers – (P2 lab, preparing area, biosafety cabinet, tampon zone, toilet and wardrobe) – turn key” project; dimensions: 6000 mm length, 7200 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			19				
4	<p>Type 4 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with wardrobe – toilet and shower) – “turn key” project; dimensions: 2400mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			38				

5	Type 5 – Construction, transport and montage of modular prefabricated containers – (doctor’s office) – “turn key” project; dimensions: 4800 mm length, 6000 mm and 2600 mm height (external dimension) or „equivalent“.			19				
6	Type 6 – Construction, transport and montage of modular prefabricated containers – (triage office for interventions and X-ray) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.			19				
7	Type 7 – Construction, transport and montage of modular prefabricated containers – (isolation room) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.			19				
8	Type 8 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with mild clinical condition) – “turn key” project; dimensions: 7200 mm length 6000 mm width and 2600 mm height (external dimension) or „equivalent“.			54				

9	<p>Type 9 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with severe clinical condition) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			30				
10	<p>Type 10 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with 3 sinks, 2 toilet bowls, cabinet for persons with disabilities) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			35				
11	<p>Type 11 – Construction, transport and montage of modular prefabricated containers (hallway – stationary department) – “turn key” project; dimensions: length according to the disposition of the drawings with 2400 mm width and height 2600 mm (external dimension) or „equivalent “.</p>			19 pcs				

12	<p>Type 12 – Construction, transport and montage of modular prefabricated containers – (hallway – clean department) –“turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			19				
13	<p>Type 13 – Construction, transport and montage of modular prefabricated containers – (hallway – triage department) – “turn key” project; dimensions: 12000 mm length, 2400 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			19				

<p>14</p>	<p>Gable (dual-pitched) roof construction and eaves – turn-key project, horizontal projection approximately in addition columns according to the types</p> <p>Construction, transport and montage of roof construction, fabricated of steel lattice structure (dimensioning according to static calculation), minimum slope 10%, steel-galvanized-plasticized sheet metal covering, d=0.5mm, with set of moldings and slat, positioned on steel sub-construction.</p> <p>The roof construction must include: full patching, horizontal and vertical gutters and lightning strikes protection.</p>			<p>11.457,00 m2</p> <p>aprox</p>				
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15	<p>Preparation of construction site: removing (clearing), disposing, leveling and substrate (ground) preparation for montage of modular prefabricated containers. The position includes: - Remove and dispose the vegetation to the landfill site. Establish and set out the facility pursuant the earthworks regulations approximately according to the drawings attached herein. - Excavate 3rd (III) category land dispose approximately according to the drawings attached herein. - Embankment and intersection of the ground. - Procurement, transport and embankment of gravel under the ground slab (foundation), including: applying, planning and inserting with vibrations d.=10-20cm until minimum bearing capacity. - Construction of reinforced concrete ground slab, d.= 20cm, approximately according to the drawings attached herein. - Insertion of water supply and sanitation plug to the facility - Providing pedestrian access routes</p>			13.326,00 m2 aprox				
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported*

(Group C Bids, Goods already imported)											Date: _____
Currencies in accordance with ITB 15											RFB No: _____
Currencies in accordance with ITB 15											Alternative No: _____
Currencies in accordance with ITB 15											Page N° _____ of _____
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser’s Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>

1	<p>Type 1 – Construction, transport and montage of modular prefabricated containers – (entrance for patients and reception desk) – “turn key” project; dimensions: 6000 mm length, 4800 mm wight and 2600 mm height (external dimension) or „equivalent “.</p>			19							
2	<p>Type 2 – Construction, transport and montage of modular prefabricated containers (reception/administratio n) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			19							

3	Type 3 – Construction, transport and montage of modular prefabricated containers – (P2 lab, preparing area, biosafety cabinet, tampon zone, toilet and wardrobe) – turn key” project; dimensions: 6000 mm length, 7200 mm width and 2600 mm height (external dimension) or „equivalent“.			19							
4	Type 4 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with wardrobe – toilet and shower) – “turn key” project; dimensions: 2400mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.			38							

5	<p>Type 5 – Construction, transport and montage of modular prefabricated containers – (doctor’s office) – “turn key” project; dimensions: 4800 mm length, 6000 mm and 2600 mm height (external dimension) or „equivalent“.</p>			19							
6	<p>Type 6 – Construction, transport and montage of modular prefabricated containers – (triage office for interventions and X-ray) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>			19							

7	<p>Type 7 – Construction, transport and montage of modular prefabricated containers – (isolation room) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>			19							
8	<p>Type 8 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with mild clinical condition) – “turn key” project; dimensions: 7200 mm length 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>			54							

9	<p>Type 9 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with severe clinical condition) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			30							
10	<p>Type 10 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with 3 sinks, 2 toilet bowls, cabinet for persons with disabilities) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>			35							

11	<p>Type 11 – Construction, transport and montage of modular prefabricated containers (hallway – stationary department) – “turn key” project; dimensions: length according to the disposition of the drawings with 2400 mm width and height 2600 mm (external dimension) or „equivalent“.</p>			19 pcs							
12	<p>Type 12 – Construction, transport and montage of modular prefabricated containers – (hallway – clean department) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>			19							

13	<p>Type 13 – Construction, transport and montage of modular prefabricated containers – (hallway – triage department) – “turn key” project; dimensions: 12000 mm length, 2400 mm width and 2600 mm height (external dimension) or „equivalent“.</p>			19							
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<p>14</p>	<p>Gable (dual-pitched) roof construction and eaves – turn-key project, horizontal projection approximately in addition columns according to the types</p> <p>Construction, transport and montage of roof construction, fabricated of steel lattice structure (dimensioning according to static calculation), minimum slope 10%, steel-galvanized-plasticized sheet metal covering, d=0.5mm, with set of moldings and slat, positioned on steel sub-construction.</p> <p>The roof construction must include: full patching, horizontal and vertical gutters and lightning strikes protection.</p>			<p>11.457,0 0 m2</p> <p>aprox</p>							
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<p>15</p>	<p>Preparation of construction site: removing (clearing), disposing, leveling and substrate (ground) preparation for montage of modular prefabricated containers. The position includes: - Remove and dispose the vegetation to the landfill site. Establish and set out the facility pursuant the earthworks regulations approximately according to the drawings attached herein. - Excavate 3rd (III) category land dispose approximately according to the drawings attached herein. - Embankment and intersection of the ground. - Procurement, transport and embankment of gravel under the ground slab (foundation), including: applying, planning and inserting with vibrations d.=10-20cm until minimum bearing capacity. - Construction of reinforced concrete ground slab, d.= 20cm,</p>			<p>13.326,0 0 m2 aprox</p>							
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	approximately according to the drawings attached herein. - Insertion of water supply and sanitation plug to the facility - Providing pedestrian access routes													
												Total Bid Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]***

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B Bids) Currencies in accordance with ITB15						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity - peaces	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item without Sales and other taxes (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1	Type 1 – Construction, transport and montage of modular prefabricated containers – (entrance for patients and reception desk) – “turn key” project; dimensions: 6000 mm length, 4800 mm wight		19						

	and 2600 mm height (external dimension) or „equivalent “.								
2	Type 2 – Construction, transport and montage of modular prefabricated containers (reception/administration) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.		19						
3	Type 3 – Construction, transport and montage of modular prefabricated containers – (P2 lab, preparing area, biosafety cabinet, tampon zone, toilet and wardrobe) – turn key” project; dimensions: 6000 mm length, 7200 mm width and 2600 mm height (external dimension) or „equivalent “.		19						
4	Type 4 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with wardrobe – toilet and shower) – “turn key” project; dimensions: 2400mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.		38						
5	Type 5 – Construction, transport and montage of modular prefabricated containers – (doctor’s office) – “turn key” project; dimensions: 4800 mm length, 6000 mm and 2600 mm height (external dimension) or „equivalent “.		19						

6	<p>Type 6 – Construction, transport and montage of modular prefabricated containers – (triage office for interventions and X-ray) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>		19						
7	<p>Type 7 – Construction, transport and montage of modular prefabricated containers – (isolation room) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>		19						
8	<p>Type 8 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with mild clinical condition) – “turn key” project; dimensions: 7200 mm length 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>		54						
9	<p>Type 9 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with severe clinical condition) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p>		30						

10	<p>Type 10 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with 3 sinks, 2 toilet bowls, cabinet for persons with disabilities) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>		35						
11	<p>Type 11 – Construction, transport and montage of modular prefabricated containers (hallway – stationary department) – “turn key” project; dimensions: length according to the disposition of the drawings with 2400 mm width and height 2600 mm (external dimension) or „equivalent “.</p>		19 pcs						
12	<p>Type 12 – Construction, transport and montage of modular prefabricated containers – (hallway – clean department) –“turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p>		19						
13	<p>Type 13 – Construction, transport and montage of modular prefabricated containers – (hallway – triage department) – “turn key” project; dimensions: 12000 mm</p>		19						

	length, 2400 mm width and 2600 mm height (external dimension) or „equivalent “.								
14	<p>Gable (dual-pitched) roof construction and eaves – turn-key project, horizontal projection approximately in addition columns according to the types</p> <p>Construction, transport and montage of roof construction, fabricated of steel lattice structure (dimensioning according to static calculation), minimum slope 10%, steel-galvanized-plasticized sheet metal covering, d=0.5mm, with set of moldings and slat, positioned on steel sub-construction.</p> <p>The roof construction must include: full patching, horizontal and vertical gutters and lightning strikes protection.</p>		11.457,00 m2 aprox						
15	<p>Preparation of construction site: removing (clearing), disposing, leveling and substrate (ground) preparation for montage of modular prefabricated containers.</p> <p>The position includes:</p> <ul style="list-style-type: none"> - Remove and dispose the vegetation to the landfill site. <p>Establish and set out the facility pursuant the earthworks regulations approximately according to the drawings attached herein.</p> <ul style="list-style-type: none"> - Excavate 3rd (III) category land dispose approximately according to the drawings attached herein. 		13.326,00 m2 aprox						

	<ul style="list-style-type: none"> - Embankment and intersection of the ground. - Procurement, transport and embankment of gravel under the ground slab (foundation), including: applying, planning and inserting with vibrations d.=10-20cm until minimum bearing capacity. - Construction of reinforced concrete ground slab, d.= 20cm, approximately according to the drawings attached herein. - Insertion of water supply and sanitation plug to the facility - Providing pedestrian access routes 									
									Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services -Not applicable

Currencies in accordance with ITB15						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place ofFinal destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder*[insert complete name of Bidder]*Signature of Bidder *[signature of person signing the Bid]*Date *[insert date]*

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: MK/ERCP # 1.1.7

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *Ministry of Labour and Social Policy of the Republic of North Macedonia*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of **5 years** starting on **01.01.2021** if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: MK/ERCP # 1.1.7

To: Ministry of Labour and Social Policy of the Republic of North Macedonia

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V -Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: “*none*”.

Under ITB 4.8(b) and ITB 5.1: “*none*”

Section VI -Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating

¹ For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

No	Final Destination (Project Site) as specified in BDS	modul ar hospit al (triag e)	modula r hospita l (triage + station ary center)	Delivery(as per Incoterms) Date		
				Quantity	Quantity	Earliest Delivery Date
1	Gevgelija(Type B)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
2	Kumanovo (Type C)		1	60 days after the contract effectiveness	60 days after the contract effectiveness	
3	Kavadarci (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
4	Strumica (Type C)		1	60 days after the contract effectiveness	60 days after the contract effectiveness	
5	Kicevo (Type D)		1	60 days after the contract effectiveness	60 days after the contract effectiveness	
6	Debar (Type A)	1		90 days after the contract effectiveness	90 days after the contract effectiveness	
7	Gostivar (Type C)		1	60 days after the contract effectiveness	60 days after the contract effectiveness	
8	Struga (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
9	Kocani (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	

10	Ohrid (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
11	Tetovo (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
12	Shtip (Type D)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
13	Bitola (Types D+D+A)	1	2	90 days after the contract effectiveness	90 days after the contract effectiveness	
14	Veles (Type D)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
15	Prilep (Type C)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
16	Resen (Type B)		1	90 days after the contract effectiveness	90 days after the contract effectiveness	
17	Institute for Lung Diseases-Kozle (Type A)	1		90 days after the contract effectiveness	90 days after the contract effectiveness	

2.List of Related Services and Completion Schedule-Not applicable

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services

3. Technical Specifications

The Supplier shall deliver to the final Project sites the goods described below

Technical specifications for construction, transport and montage of modular prefabricated containers for Regional Covid Centers for Triage, Laboratory and Stationary Center with outpatients and inpatients units.

Type A: Additional capacity for admission, triage and testing, cities: Bitola, Debar and PHI Institute for lung diseases in children Kozle Skopje (now COVID centar for children)

Type B: Additional capacity for admission, triage and testing with inpatients rooms for 13-15 patients, cities: Gevgelija and Resen

Type C: Additional capacity for admission, triage and testing with inpatients rooms for 33-35 patients, cities: Kumanovo, Kavadarci, Strumica, Gostivar, Struga, Kochani, Ohrid, Tetovo and Prilep

Type D: Additional capacity for admission, triage and testing with inpatients rooms for over the 45 patients, cities: Veles, Bitola, Stip, Kichevo.

*Clinical hospital in Bitola is calculated with two separate Type D and one Type A additional capacity, according their needs

	Construction, transport and montage of modular prefabricated containers for Regional Covid Triage, Laboratory and Stationary Center with outpatients and inpatients units	<u>Type A</u> <u>In psc</u>	<u>Type B</u> <u>In psc</u>	<u>Type C</u> <u>In psc</u>	<u>Type D</u> <u>In psc</u>	<u>Total quantity</u> <u>In psc</u>	
	MINIMAL requirements						<u>OFFERED</u>
1.	Type 1 – Construction, transport and montage of modular prefabricated containers – (entrance for patients and reception desk) – “turn key” project; dimensions: 6000 mm length, 4800 mm	3	2	9	5	19	

<p>wight and 2600 mm height (external dimension) or „equivalent“.</p> <p>The containers shall have the following equipment:</p> <p>Construction:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent“, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal 							
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	<p>conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-4 0mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, 						
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	<p>fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002 <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, 							
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<p>dimensions 80/120 cm and parapet at height of 90cm, interior venetian blinds and mating 50% of glass surface with foil, exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC – double-leaf door – 180/210cm with 50% filled panel and 50% mating glass 4x16x4 set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – minimum 3,5 KW <p>Electrical installation:</p> <ul style="list-style-type: none"> - 6 LED lights x 18w; - 1 electrical switch; 						
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	<ul style="list-style-type: none"> - minimum 6 single-phase upgraded power outlet; - 1 single-phase upgraded power outlet– air conditioner; - 1 PVC wall switchboard with minimum 3 automatic fuses; - 1 Input IP board; 						
2.	<p>Type 2 – Construction, transport and montage of modular prefabricated containers (reception/administration) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; 	3	2	9	5	19	

<p>- Steel construction depth, minimum 3mm;</p> <p>Fabricated of:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <p>- Cement table 10mm with amortization, connecting the steel beam</p> <p>- Thermal isolation 10 cm, extruded polystyrene;</p> <p>- Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation</p>						
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<p>- Cement table 20mm</p> <p>- OSB boards;</p> <p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <p>- PVC – single-leaf double hung</p>							
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	<p>window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, interior venetian blinds and mating 50% of glass surface with foil, exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC – single-leaf interior door – 120/210cm with 50 % filled panel and 50% mating glass 4x16x4 set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. - Combined: PVC – sliding/single-leaf, pass through windows glass system, dimensions 100/100 cm (positioning in sole container), with parapet desks minimum 30cm 							
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	<p>width on each side.</p> <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system, minimum 3,5 KW <p>Electrical installation:</p> <ul style="list-style-type: none"> - 3 LED lights x 18w; - 1 electrical switch; - minimum 6 single-phase upgraded power outlet; - 1 single-phase upgraded power outlet – air conditioner; - 1 PVC wall switchboard with minimum 3 automatic fuses; - 1 Input IP board; 						
3.	<p>Type 3 – Construction, transport and montage of modular prefabricated containers – (P2 lab, preparing area, biosafety cabinet, tampon zone, toilet and wardrobe) – turn key” project; dimensions: 6000 mm length, 7200 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p>	3	2	9	5	19	

<p>- Structural steel dimensioning according to static calculation;</p> <p>- Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent“, conformed to MKC EN10025-2:2009;</p> <p>- Steel construction depth, minimum 3mm;</p> <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002; <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; 						
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<p>- Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation</p> <p>- Cement table 20mm</p> <p>- OSB boards;</p> <p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm,</p>							
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<p>polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002 Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, interior venetian blinds and mating 50% of glass surface with foil, exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC – single-leaf double hung window, with insulated glass, dimensions 60/60cm and parapet at height of 150cm. The number of elements and their positioning should be in accordance with the drawings attached herein. 							
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	<ul style="list-style-type: none"> - PVC – single-leaf interior door 105/210cm with 50% filled panel and 50% mating glass 4x16x4 set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. - Combined: PVC – sliding/single-leaf, pass through windows glass system, dimensions 100/100 cm (positioning in sole container), with parapet desks minimum 30cm width on each side. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – 							
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	<p>minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Installations: Water supply and sanitation:</p> <ul style="list-style-type: none"> - The number of elements and their positioning, including full installation of water supply and sanitation (ex. Single-lever battery tap, toilet bowl with flush, 50-liter hot water boiler etc), should be in accordance with the drawings attached herein. <p>Electrical installation:</p> <ul style="list-style-type: none"> - 10 LED lights x 18w; - electrical switch - The number of elements and their positioning should be in accordance with the drawings attached herein. - Minimum 12 single-phase upgraded power outlet; 						
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	<ul style="list-style-type: none"> - single-phase upgraded power outlet – air conditioner - 1 PVC wall switchboard with minimum 6 automatic fuses; - 1 Input IP board; 						
4.	<p>Type 4 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with wardrobe – toilet and shower) – “turn key” project; dimensions: 2400mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “:</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, 	6	4	18	10	38	

<p>covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, 							
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<p>chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002. <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 60/60 cm and parapet at height of 150cm. The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC – single-leaf interior door – 							
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<p>105/210cm with 50 % filled panel and 50% mating glass 4x16x4 set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Heating type – electrical panels <p>Installations:</p> <p>Water supply and sanitation:</p> <ul style="list-style-type: none"> - The number of elements and their positioning, including full installation of water supply and sanitation (ex. Single-lever battery tap, toilet bowl with flush, 50-liter hot water boiler etc), should be in accordance with the drawings attached herein. <p>Electrical installation:</p> <ul style="list-style-type: none"> - 3 LED lights x 18w; - 1 electrical switch; - minimum 6 single-phase upgraded power outlet; 						
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	<ul style="list-style-type: none"> - 1 single-phase upgraded power outlet – air conditioner; - 1 PVC wall switchboard with minimum 6 automatic fuses; - 1 Input IP board; 						
5.	<p>Type 5 – Construction, transport and montage of modular prefabricated containers – (doctor’s office) – “turn key” project; dimensions: 4800 mm length, 6000 mm and 2600 mm height (external dimension) or „equivalent “:</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered 	3	2	9	5	19	

<p>with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, 							
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<p>fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002. <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, and exterior mosquito net. The number of elements and their positioning should be in accordance 							
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<p>with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC – single-leaf interior door – 105/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Installations:</p> <p>Water supply and sanitation:</p> <ul style="list-style-type: none"> - 1 sink, full water supply and sanitation installation, battery tap; <p>Electrical installation:</p> <ul style="list-style-type: none"> - 6 LED lights x 18w; 							
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	<ul style="list-style-type: none"> - 1 electrical switch; - minimum 6 single-phase upgraded power outlet; - 1 single-phase upgraded power outlet – hot water boiler; - 1 PVC wall switchboard with minimum 6 automatic fuses; - 1 Input IP board; - 						
6.	<p>Type 6 – Construction, transport and montage of modular prefabricated containers – (triage office for interventions and X-ray) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p>	3	2	9	5	19	

<p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <p>- Cement table 10mm with amortization, connecting the steel beam</p> <p>- Thermal isolation 10 cm, extruded polystyrene;</p> <p>- Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation</p> <p>- Cement table 20mm</p> <p>- OSB boards;</p> <p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m²,</p>						
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<p>abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002. <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, exterior mosquito net. The number of elements and their positioning should 							
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<p>be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC – single-leaf interior door – 120/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Installations: Water supply and sanitation:</p> <ul style="list-style-type: none"> - sinks, full water supply and sanitation installation, battery tap; The number of elements and their 							
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	<p>positioning should be in accordance with the drawings attached herein.</p> <p>Electrical installation:</p> <ul style="list-style-type: none"> - 12 LED lights x 18w; - Electrical switch; - single-phase upgraded power outlet; - single-phase upgraded power outlet – air conditioner; - PVC wall switchboard with automatic fuses; <p>The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - 1 Input IP board; 						
7.	<p>Type 7 – Construction, transport and montage of modular prefabricated containers – (isolation room) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p> <p>The containers shall have the following equipment:</p>	3	2	9	5	19	

<ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent“, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; Fabricated of: <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002; Floor: <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-4 						
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<p>0mm-3mm, structural steel dimensioning according to static calculation</p> <ul style="list-style-type: none"> - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm. <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 							
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<p>U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC – single-leaf interior door – 120/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – minimum 3,5 KW. <p>Installations:</p> <p>Electrical installation:</p> <ul style="list-style-type: none"> - 3 LED lights x 18w (internal); - 4 alternating electrical switches; - Minimum 3 single-phase 						
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	<p>upgraded power outlet;</p> <ul style="list-style-type: none"> - single-phase upgraded power outlet – air conditioner; The number of elements and their positioning should be in accordance with the drawings attached herein. - 1 PVC wall switchboard with minimum 3 automatic fuses; - 1 Input IP board; 						
8.	<p>Type 8 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with mild clinical condition) – “turn key” project; dimensions: 7200 mm length 6000 mm width and 2600 mm height (external dimension) or „equivalent“.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent“, conformed 	/	2	27	25	54	

<p>to MKC EN10025-2:2009;</p> <ul style="list-style-type: none"> - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002; <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; 							
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<p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002. <p>Carpentry:</p>							
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<p>- PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of 90cm, mating 50% of glass surface with foil, and exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>- PVC – single-leaf interior door – 120/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <p>- Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Installations:</p> <p>Electrical installation:</p> <p>- 9 LED lights x 18w;</p> <p>- Electrical switch;</p>						
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	<ul style="list-style-type: none"> - single-phase upgraded power outlet; - single-phase upgraded power outlet – cooling and heating system; The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC wall switchboard with automatic fuses; - 1 Input IP board; 						
9.	<p>Type 9 – Construction, transport and montage of modular prefabricated containers – (hospital inpatient room for patients with severe clinical condition) – “turn key” project; dimensions: 9600 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; 	/	2	18	10	30	

<p>- Steel construction depth, minimum 3mm;</p> <p>Fabricated of:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <p>- Cement table 10mm with amortization, connecting the steel beam</p> <p>- Thermal isolation 10 cm, extruded polystyrene;</p> <p>- Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation</p> <p>- Cement table 20mm</p> <p>- OSB boards;</p>							
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<p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <p>- PVC – single-leaf double hung window, with insulated glass, dimensions 80/100 cm and parapet at height of</p>							
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<p>90cm, mating 50% of glass surface with foil, and exterior mosquito net. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>- PVC – single-leaf interior door – 120/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <p>- Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Installations:</p> <p>Electrical installation:</p> <p>- 12 LED lights x 18w;</p> <p>- Electrical switch;</p> <p>- single-phase upgraded power outlet;</p> <p>- single-phase upgraded power outlet – cooling and heating system; The number of</p>						
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	<p>elements and their positioning should be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC wall switchboard with automatic fuses; - 1 Input IP board. 						
10.	<p>Type 10 – Construction, transport and montage of modular prefabricated containers – (men/women toilets with 3 sinks, 2 toilet bowls, cabinet for persons with disabilities) – “turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, 	3	4	18	10	35	

<p>sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and 							
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<p>welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002. <p>Carpentry:</p> <ul style="list-style-type: none"> - PVC – single-leaf double hung window, with insulated glass, dimensions 60/60 cm and parapet at height of 150cm. The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC – single-leaf interior door – 120/210cm with 50 % filled panel and 50% mating glass 4x16x4 set with: shackle, door knob, lock and floor border and 							
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	<p>rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system: - Heating type – electrical panels Installations: Water supply and sanitation: - The number of elements and their positioning should be in accordance with the drawings attached herein. (ex. Single battery tap, toilet bowl with flash, 50 liter hot water boiler etc.) Electrical installation: - 3 LED lights x 18w; - Electrical switch; - single-phase upgraded power outlet; - single-phase upgraded power outlet – air conditioner; The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC wall switchboard with minimum 6 automatic fuses; - 1 Input IP board.</p>						
11.	Type 11 – Construction, transport and montage of modular prefabricated	3 pcs	2 pcs	9 pcs	5 pcs	19 pcs	

<p>containers (hallway – stationary department) – “turn key” project; dimensions: length according to the disposition of the drawings with 2400 mm width and height 2600 mm (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002; 							
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<p>Floor:</p> <ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-4 0mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m2, abrasive group 4.00mm3, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm. <p>Ceiling:</p>							
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<p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <p>- PVC – double-leaf door – 180/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <p>- Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Installations:</p> <p>Electrical installation:</p> <p>- LED lights x 18w;</p> <p>- Electrical switch;</p>							
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	<ul style="list-style-type: none"> - single-phase upgraded power outlet; - single-phase upgraded power outlet – cooling and heating system; The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC wall switchboard with automatic fuses; - 1 Input IP board. 						
12.	<p>Type 12 – Construction, transport and montage of modular prefabricated containers – (hallway – clean department) –“turn key” project; dimensions: 2400 mm length, 6000 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; 	3	2	9	5	19	

<p>- Steel construction depth, minimum 3mm;</p> <p>Fabricated of:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002;</p> <p>Floor:</p> <p>- Cement table 10mm with amortization, connecting the steel beam</p> <p>- Thermal isolation 10 cm, extruded polystyrene;</p> <p>- Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-40mm-3mm, structural steel dimensioning according to static calculation</p> <p>- Cement table 20mm</p> <p>- OSB boards;</p>							
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<p>- Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m², abrasive group 4.00mm³, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm.</p> <p>Ceiling:</p> <p>- Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <p>- PVC – double-leaf door – 180/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their</p>						
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	<p>positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <ul style="list-style-type: none"> - Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein. <p>Installations:</p> <p>Electrical installation:</p> <ul style="list-style-type: none"> - 3 LED lights x 18w; - Electrical switch; - single-phase upgraded power outlet; - single-phase upgraded power outlet – cooling and heating system; The number of elements and their positioning should be in accordance with the drawings attached herein. - PVC wall switchboard with automatic fuses; - 1 Input IP board. 						
13.	<p>Type 13 – Construction, transport and montage of modular prefabricated containers – (hallway – triage department) – “turn</p>	3	2	9	5	19	

<p>key” project; dimensions: 12000 mm length, 2400 mm width and 2600 mm height (external dimension) or „equivalent “.</p> <p>The containers shall have the following equipment:</p> <ul style="list-style-type: none"> - Structural steel dimensioning according to static calculation; - Anticorrosive iron steel, epoxy coated with 4 layers of paint, constructive S 235JR or „equivalent “, conformed to MKC EN10025-2:2009; - Steel construction depth, minimum 3mm; <p>Fabricated of:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm, exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum: 0,43 U(W/m²K) RAL 9002/9002; <p>Floor:</p>							
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<ul style="list-style-type: none"> - Cement table 10mm with amortization, connecting the steel beam - Thermal isolation 10 cm, extruded polystyrene; - Steel beam dimensions: 100 mm x 40 mm x 3 mm; 100 mm x 20 mm x 3 mm; 80 mm x 50 mm x 3 mm; 50 mm-4 0mm-3mm, structural steel dimensioning according to static calculation - Cement table 20mm - OSB boards; - Homogeneous Vinyl PVC Flooring, minimum 2mm, strengthened with pur xr protection, exploited class 34/43, min. 3000gr/m2, abrasive group 4.00mm3, suitable for wheelchairs, fire resistant, electrostatic, antibacterial, chemicals and sliding conformed to: EN13501, ISO26987-EN423, ISO846. Glued and welded with electrodes, cove former profile, radius 25mm, height 10 cm, depth 2mm. <p>Ceiling:</p> <ul style="list-style-type: none"> - Ecological wall panels (PUR) minimum 60mm, which save heat, 							
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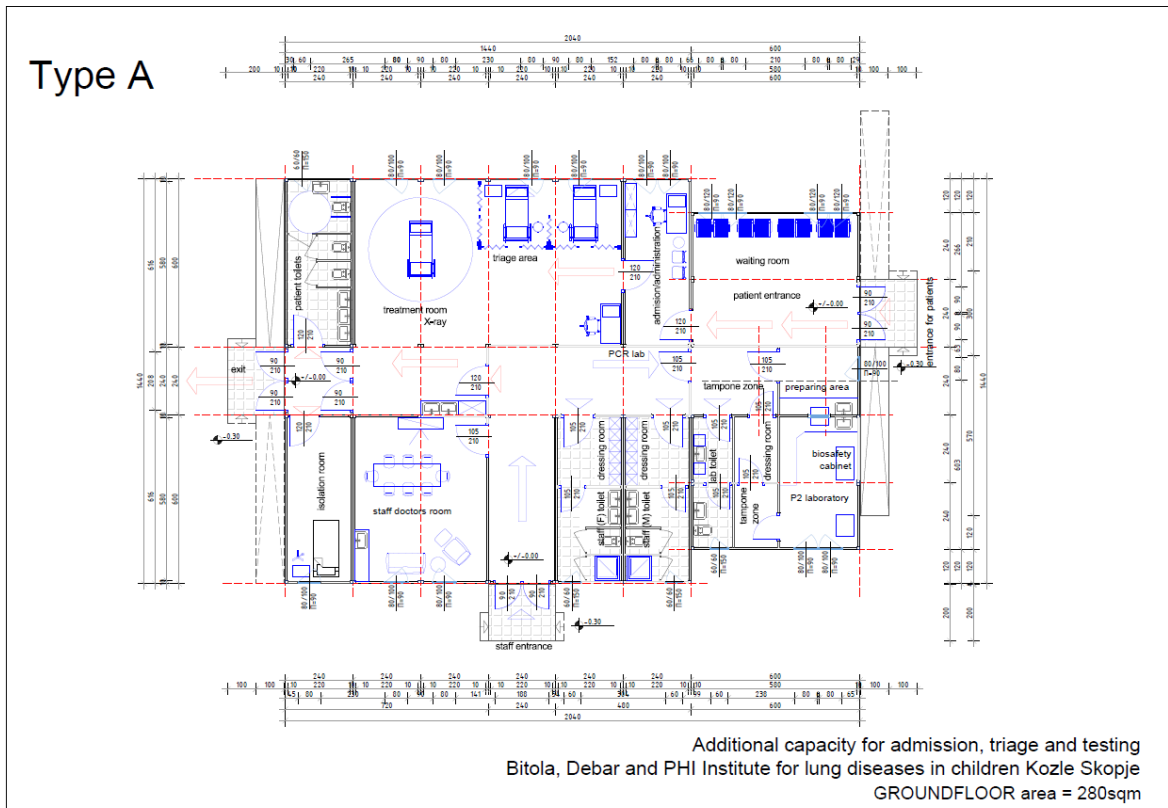
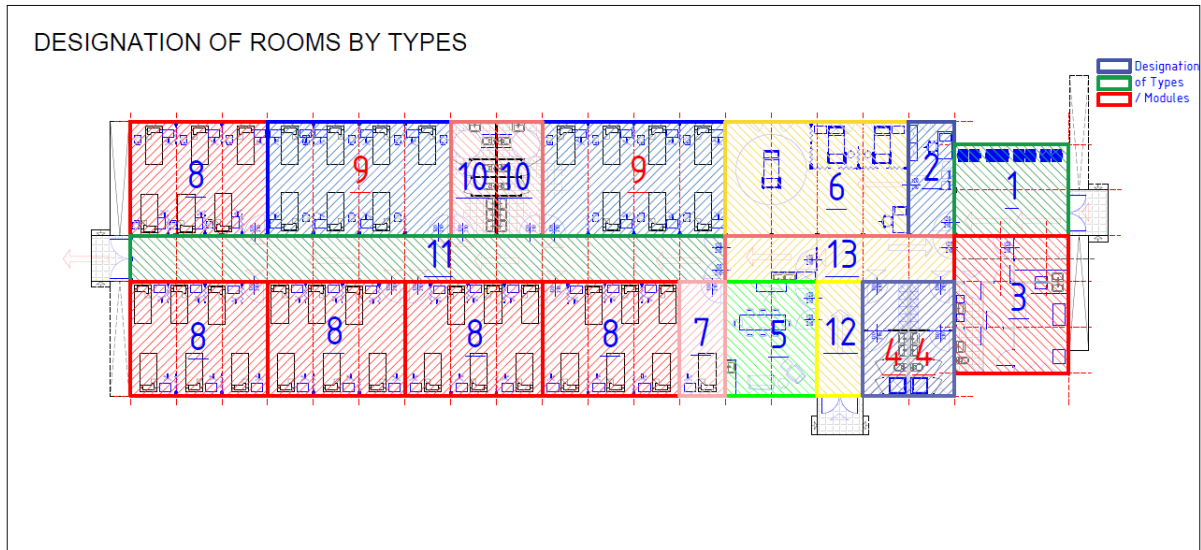
<p>sound isolation included, covered with exterior and interior facade. Interior depth of plasticized stake, minimum 0,4mm exterior minimum 0,4mm, polyurethane weight, minimum 42 kg/m³, thermal conductivity, maximum 0,43 U(W/m²K) RAL 9002/9002.</p> <p>Carpentry:</p> <p>- PVC – single-leaf interior door – 120/210cm filled panel, set with: shackle, door knob, lock and floor border and rooms numbering, dimensions 12/24 cm. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Cooling and heating system:</p> <p>- Air conditioning inverter system – minimum 3,5 KW. The number of elements and their positioning should be in accordance with the drawings attached herein.</p> <p>Installations:</p> <p>Electrical installation:</p> <p>- 5 LED lights x 18w; - Electrical switch; - single-phase upgraded power outlet; - single-phase upgraded power outlet – cooling and heating system; The number of</p>							
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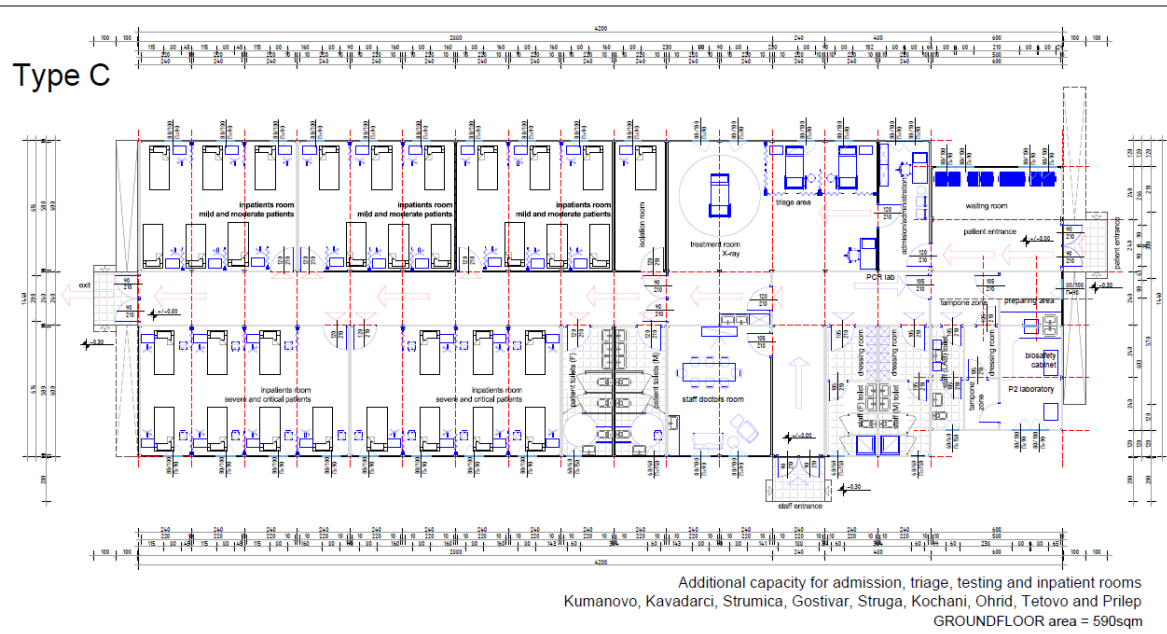
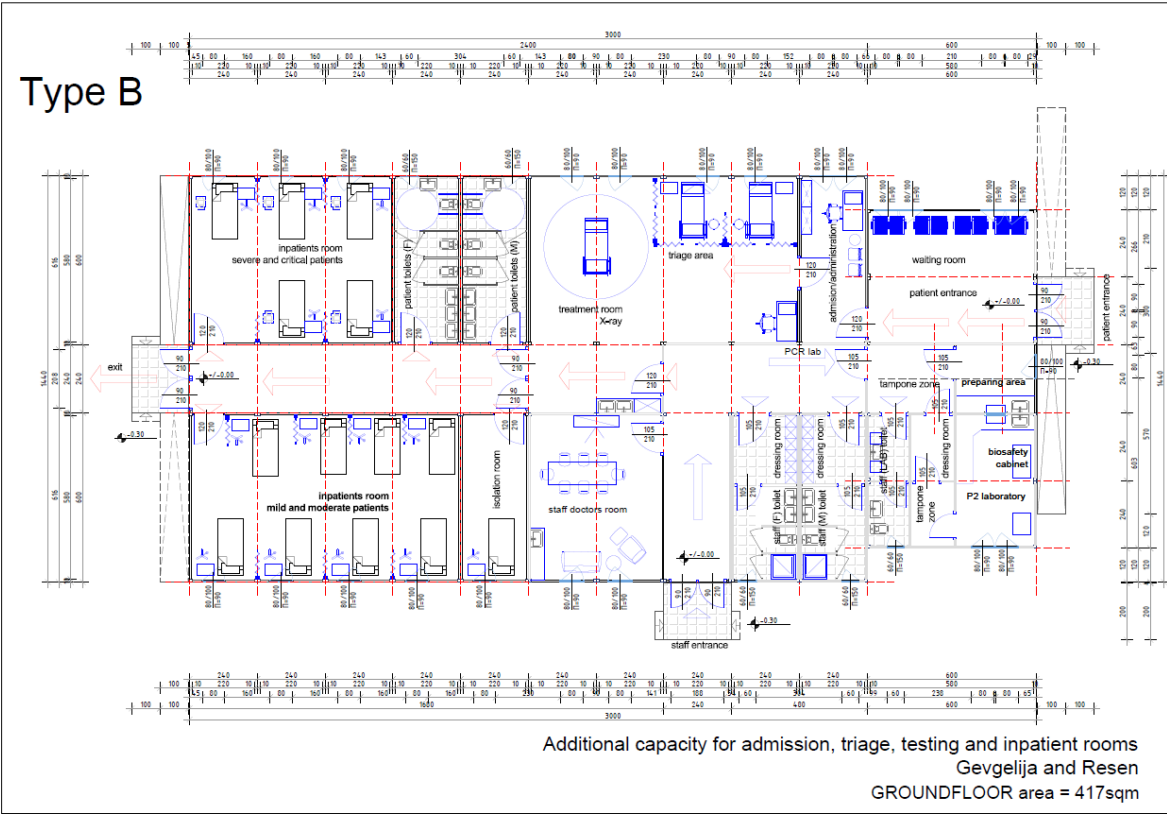
	<p>elements and their positioning should be in accordance with the drawings attached herein.</p> <ul style="list-style-type: none"> - PVC wall switchboard with automatic fuses; - 1 Input IP board. 						
14.	<p>Gable (dual-pitched) roof construction and eaves – turn-key project, horizontal projection approximately in addition columns according to the types</p> <p>Construction, transport and montage of roof construction, fabricated of steel lattice structure (dimensioning according to static calculation), minimum slope 10%, steel-galvanized-plasticized sheet metal covering, d=0.5mm, with set of moldings and slat, positioned on steel sub-construction.</p> <p>The roof construction must include: full patching, horizontal and vertical gutters and lightning strikes protection.</p>	3 pcs of 315m2 approx.	2 psc of 452m2 approx.	9 psc of 637m2 approx.	5 psc of 775m2 approx.	Approximately 11.457,00 m2	
15	<p>Preparation of construction site: removing (clearing), disposing, leveling and substrate (ground) preparation for montage of modular prefabricated containers.</p> <p>The position includes:</p>	3 pcs of 378 m2 aprox.	2 psc of 548 m2 aprox.	9 psc of 749 m2 aprox.	5 psc of 871 m2 aprox.	Approximately 13326,00 m2	

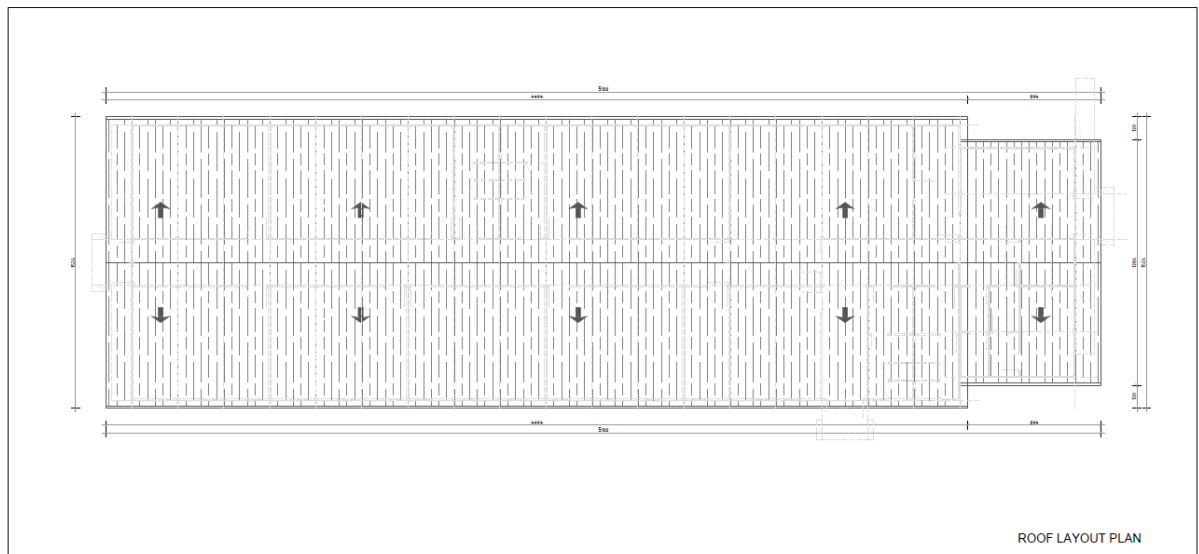
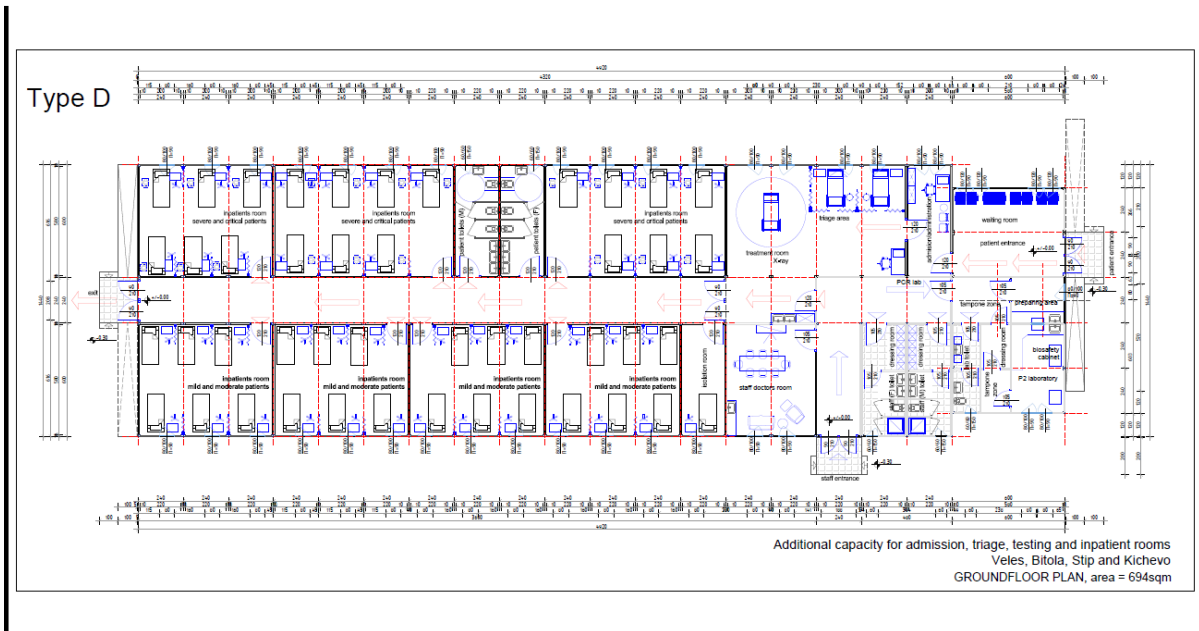
<ul style="list-style-type: none"> - Remove and dispose the vegetation to the landfill site. Establish and set out the facility pursuant the earthworks regulations approximately according to the drawings attached herein. - Excavate 3rd (III) category land dispose approximately according to the drawings attached herein. - Embankment and intersection of the ground. - Procurement, transport and embankment of gravel under the ground slab (foundation), including: applying, planning and inserting with vibrations d.=10-20cm until minimum bearing capacity. - Construction of reinforced concrete ground slab, d.= 20cm, approximately according to the drawings attached herein. - Insertion of water supply and sanitation plug to the facility - Providing pedestrian access routes 						
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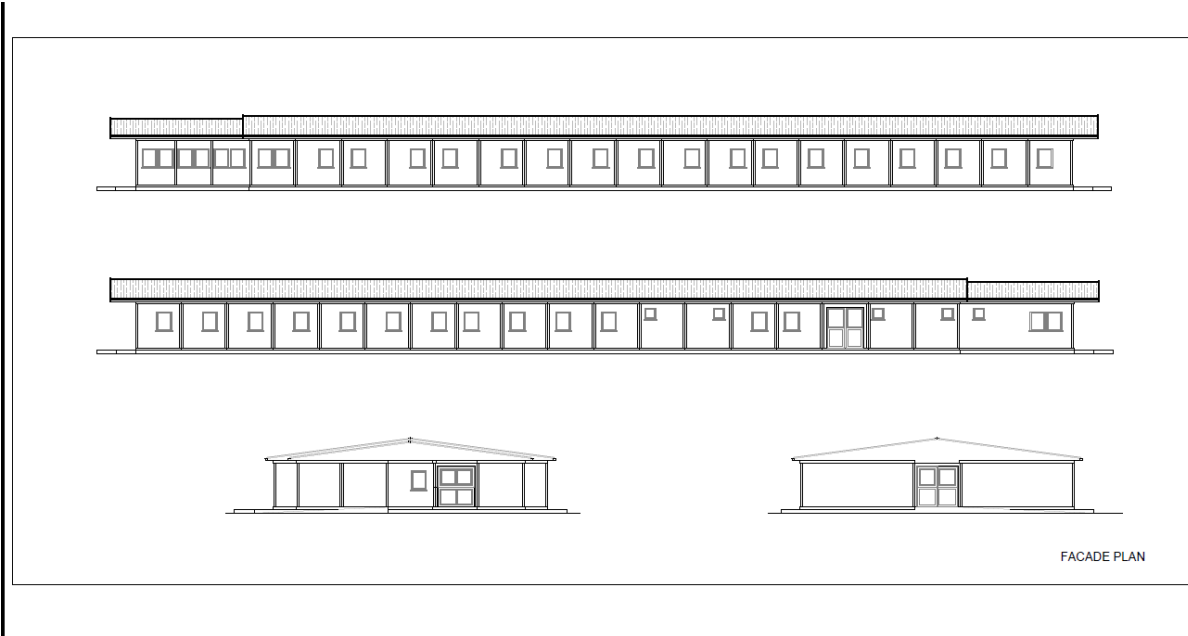
4. Drawings

This bidding document includes *the following* drawings.









5. Inspections and Tests

The following inspections and tests shall be performed:

- Final inspections and acceptance of the delivered goods will be carried out to the final destinations (project locations). The Purchaser shall, with the full cooperation and assistance of the Supplier conduct a formal acceptance of the Goods to verify their compliance with the terms of the Contract.
- If the products do not meet the requirements of the technical specification within fifteen (15) days of acceptance by the Purchaser, they shall request replacement.
- Acceptance notice is issued when the goods have met the requirements of the technical specifications of the Purchaser's offer
- The product warranty period will formally commence on the date of issue of the Letter of Acceptance.

6. Environmental category of the Project

In order to address the environmental and occupational safety aspects that will arise from the implementation of the project “North Macedonia Emergency COVID-19 Response Project P173916” the Environmental and Social Management Framework (ESMF) was prepared in accordance with the requirements of the World Bank. In addition to the requirements of the WB Environmental and Social Standards, the requirements of the WHO (for use of the necessary PPE and adequate medical waste management) are also included within the ESMF. **The ESMF document could be found on the Ministry of Labor and Social Policy web site: <http://mtsp.gov.mk/ercp.nspk>.**

The main environmental and social risks from the Project are: the occupational health and safety issues related to testing and handling of supplies; medical waste management and community health and safety issues related to the handling, transportation and disposal of healthcare wastes and other generated types of waste during the all project’s phases; medium scale construction impacts (due to short term construction works in area located in hospital borders where will be installed mobile COVID 19 hospitals) related to air, water, noise emissions and waste generation (different types of hazardous and non - hazardous waste), traffic safety, OH&S and community health and safety.

Non-segregation of wastes, treatment, and uncontrolled medical waste disposal should contaminate soil and groundwater from leachates, surface runoff and transmission of infectious diseases. Appropriate mitigation measures should be implemented during all project phases, especially during the operational and decommissioning phase of the mobile COVID 19 hospitals.

According the assessment of ES risk, both the Environmental and Social risks are categorized as Substantial. It requires appropriate precautionary measures to be planned and implemented.

Within one of the components of the Project, the limited short term civil works will be implemented trough posting the mobile prefabricated containers – mobile hospitals. There is no substantial environmental and social risks envisaged due to the type of activities (there is a need only for posting concrete platform and connection to water, energy and other gases utilities), time frame for implementation (they are short term activities), location of the mobile hospitals (within the borders of existing ones HCFs). **The main risks will be occupational H&S, and general construction risks and that is why the general ESMP Checklist with general civil work measures and COVID 19 precautionary measures are defined.**

For each of the mobile COVID 19 hospitals, the Ministry of Labor and Social Policy prepared site specific ESMP Checklist that will be attached as integral part of the signed contract and as analogue with all technical and commercial conditions which should be signed by the contracting parties.

Purpose of the ESMP Checklist

Taking into account the Environmental and Social category of the Project, the The Borrower developed site-specific 17 Environmental and Social Management Plan (ESMP) Checklists, setting out how the environmental and social risks and impacts during the construction of the 17 mobile COVID - 19 hospitals will be managed through the project lifecycle.

ESMP checklist will be used for the projects for construction of the mobile COVID 19 hospitals in compliance with the World Bank safeguard requirements. The ESMP checklist consists of three phases:

- 1) General identification and scoping phase, in which the construction of the mobile COVID 19 hospital works that need to be carried out. At this stage according to the carried out works the potential negative/adverse impacts can be identified. The ESMP checklist has 3 parts: Part 1 – Information on Institutional and Administrative framework for the Project, Part 2 – Environmental and Social Screening and Part 3- Monitoring Plan. The second part of the ESMP Checklist contains all of the typical activities and their relation with the typical environmental issues and appropriate mitigation measures. Considering the current situation with COVID 19, in addition to the measures for safety and protection at work, the OH& S plan shall also include measures for prevention of COVID 19. The COVID 19 prevention measures contains recommendations from the World Bank / WHO, as well as recommendations from the Macedonian Occupational Safety and Health Association (MOSHA) in the form of a Guide that the Contractor of the construction works needs to implement. The Contractor is required to follow/update and implement the measures that are currently in force and adopted by the Government as binding at national level. Official site for information related to COVID 19 on national level is www.koronavirus.gov.mk.
- 2) The second phase contains the project specifications and the bill of quantities for the construction of the mobile hospital works and other services related to the subproject.
- 3) During the implementation phase the Contractor implements ESMP Checklists mitigation and monitoring, while environmental compliance (with ESMP Checklist and environmental and health and safety (H&S) regulation) and other qualitative criteria are implemented on the respective site and application checked/supervised by the site supervisor, which include the site supervisory engineer or supervisor of the project.

During the construction of the mobile hospital the mitigation and monitoring measures prescribed in the ESMP Checklists are implemented by the Contractor. The compliance of the environmental and qualitative criteria are examined by the supervisor i.e. engineer. The Contractor's environmental compliance is proven through the Monitoring and Mitigation plans provided in tables below.

The site specific ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP) CHECKLIST - North Macedonia Emergency COVID-19 Response Project P173916 for each mobile hospital (17 mobile hospitals) could be found on the website of the Ministry of Labor and Social Policy: <http://mtsp.gov.mk/ercp.nsp.x>.

**Checklist for the ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN
(ESMP) CHECKLIST - North Macedonia Emergency COVID-19 Response Project
P173916**

PART 1: ENVIRONMENTAL / SOCIAL SCREENING			
Will the site activity include/involve any of the following potential issues/risks:	Activity	Status	Additional references
	A. General conditions		See Section A
	B. General construction of the mobile COVID 19 hospital activities		
	<ul style="list-style-type: none"> • Site specific vehicular traffic • Increase in dust and noise from construction activities • Generation of waste • Transport of materials and waste 	<input type="checkbox"/> Yes <input type="checkbox"/> No	If “Yes”, See Section A, B below
	C. Are the construction of the mobile COVID 19 hospital activities taking place near water bodies such as rivers, lakes, etc.?		
	<ul style="list-style-type: none"> • Increase in sediments loads in water bodies • Changes of water flow • Pollution of water due to temporary waste disposal or spill leakages • Need for cutting the trees in the hospital 	<input type="checkbox"/> Yes <input type="checkbox"/> No	If “Yes”, See Section A, B, C below
	D. Vicinity of any historical building/s or areas		
	<ul style="list-style-type: none"> • Risk of damage to known/unknown historical buildings/areas 	<input type="checkbox"/> Yes <input type="checkbox"/> No	If “Yes”, See Section A, B, D below
	E. Traffic and Pedestrian Safety		
	<ul style="list-style-type: none"> • Site specific vehicular traffic 	<input type="checkbox"/> Yes <input type="checkbox"/> No	If “Yes”, See Section A, B, E below

PART 1: ENVIRONMENTAL / SOCIAL SCREENING		
	<ul style="list-style-type: none"> • Site is in a populated area 	
	F. Usage of hazardous or toxic materials and generation of hazardous waste⁴ <ul style="list-style-type: none"> • Removal and disposal of toxic and/or hazardous waste during the renovation activities • Storage of machine oils and lubricants 	<input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes”, See Section A, B, F below
	G. Replacement/Removal of mercury lights	<input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes”, See Section A, B, G below
	H. Dismantling of underground installations	<input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes”, See Section A, B, H below
	I. Does the project have a GRM in place, to which all workers have access, designed to respond quickly and effectively?	<input type="checkbox"/> Yes <input type="checkbox"/> No If “Yes”, See Section A, B, H below

PART 2: ENVIRONMENTAL/SOCIAL MITIGATION PLAN

	PARAMETER	MITIGATION MEASURES CHECKLIST
A. General Conditions	Community safety and OH&S for workers	Community OH&S measures: (a) The public in the Municipality should be notified of the works through appropriate notification in the media and/or at publicly accessible sites (including the site of the works, municipal information table and municipal website XXXXXX); (b) The local construction and environment inspectorates and communities in the Municipality should be notified for the project activities construction of the mobile hospital; (c) All legally required permits have been acquired for the project activities; (d) Preparation of the Traffic Management Plan (XXXXXX explanations if it is needed) (e) Preparation and implementation of the Site Management Plan;

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<ul style="list-style-type: none"> • Appropriate installation of signposting of the project site will inform workers of key rules and regulations to follow; • Ensure appropriate marking out and out of the reconstruction site; • Placed warning tapes signaling forbidden entrance of unemployed persons. <p>(f) All work will be carried out in a safe and disciplined manner designed to minimize impacts on workers, patients, health workers, citizens at the project location and environment;</p> <p>OH&S measures for workers:</p> <p>(g) Community and Worker's OH&S measures should be applied (first aid, protective clothes for the workers, appropriate machines and tools);</p> <p>(h) Workers who will be engaged, will comply with international good practice (will always wear hats, masks and safety glasses, harnesses and safety boots);</p> <p>(i) Equipment should be handled only by experienced and trained personnel, thus reducing the risk of accidents;</p> <p>Implementation of the proposed measures for protection from COVID 19 adopted by the Government of the Republic of North Macedonia at the proposal of the Commission for Infectious Diseases and the Ministry of Health;</p> <p>(j) Stay up to date with the newest instructions/recommendations provided by the official authorities</p> <p>(k) Nomination of one person from the Contractor that will responsible for following the measures adopted by the Government and will apply them in the operation of the construction site at the project location.</p> <p>(l) To ensure implementation of all necessary requirements by providing the necessary protection personal equipment for all workers on site according the proposed measures: keeping records on COVID 19 cases, support workers who are in quarantine and regular informing the official institutions if any case occur.</p> <p>(m) Implementation of measures for COVID - 19 for different aspects are given in Error! Reference source not found. that are related with OH&S during COVID – 19 pandemic.</p> <p>Firefighting measures:</p> <p>(n) There is an appointed person on the site responsible for the fire protection;</p> <p>(o) Procedures in the case of fire are well known to all employees;</p>

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<p>(p) Constant presence of firefighting devices should be ensured in case of fire or other damage. Their position is communicated to workers and marked. The level of fire-fighting equipment must be assessed and evaluated through a typical risk assessment;</p> <p>(q) The part of the project location that is not under construction should be kept clean.</p>
	Accidents prevention	<p>(a) Construction machinery and equipment should be in proper working condition;</p> <p>(b) At the project location there should be Spill prevention kit which will prevent further extension of the spillage;</p> <p>(c) Firefighting distinguishers should be in proper condition;</p> <p>(d) Work site should be protected by a warning type.</p>
	Labor issues	<p>(a) Identify numbers and types of workers;</p> <p>(b) Consider ways to minimize/control movement in and out of construction area/site;</p> <p>(c) If workers are accommodated on site require them to minimize contact with people outside the construction area/site or prohibit them from leaving the area/site for the duration of their contract;</p> <p>(d) Implement procedures to confirm workers are fit for work before they start work, paying special to workers with underlying health issues or who may be otherwise at risk;</p> <p>(e) Check and record temperatures of workers and other people entering the construction area/site or require self-reporting prior to or on entering;</p> <p>(f) Provide daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene and distancing measures;</p> <p>(g) Require workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell;</p> <p>(h) Prevent a worker from an affected area or who has been in contact with an infected person from entering the construction area/site for 14 days;</p> <p>(i) Preventing a sick worker from entering the construction area/site, referring them to local health facilities if necessary or requiring them to isolate at home for 14 days.</p>
B. General construction	Air Emission and Air Quality	<p>(a) Ensure all vehicles and machinery use petrol from official sources (licensed gas stations) and on fuel determined by the machinery and vehicles producer;</p> <p>(b) Ensure all transportation vehicles and machinery is regularly maintained and attested;</p> <p>(c) All machinery needs to be equipped with appropriate emission control equipment;</p> <p>(d) When transporting waste/materials the vehicles must be covered in order to decrease the dust emission;</p>

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<ul style="list-style-type: none"> (e) To minimize dust the construction materials should be stored in appropriate places and be covered; (f) Usage of protective masks for the workers if the dust seems to be appeared; (g) Washing of road transport vehicles and wheels will be conducted regularly, in previously identified sites equipped with, minimally, oil and grease collector; (h) Clearing activities must be done during agreed working times and permitting weather conditions to avoid drifting of dust into neighboring area.
	Noise disturbance	<ul style="list-style-type: none"> (a) The level of noise should not exceed more than the national limit level (according to national legislation for areas of I degree of noise protection – due to hospital areas and EU requirement); (b) The construction of the mobile COVID19 hospital work should be not permitted during the nights, the operations on site shall be restricted to the hours 7.00 -19.00; (c) Noise suppression measures must be applied to all construction equipment. During operations the engine covers of generators, air compressors and other powered mechanical equipment should be closed. Should the vehicles or equipment not be in good working order, the constructor may be instructed to remove the offending vehicle or machinery from the site; (d) Mechanical equipment is effectively maintained. (e) The workers should be provided with ear protective devices (ear muffs and/or ear plugs)
	Waste management	<ul style="list-style-type: none"> (a) Containers for each identified waste category are provided in sufficient quantities and positioned for separate collection; (b) Communal service enterprise for waste collection (XXXX) is the responsible for communal and inert waste collection and transportation within the Municipality of XXXX. The waste disposal will be performed in the XXXX landfill. For the expected waste types from cleaning and construction of the mobile hospital activities the waste collection and disposal pathways and sites will be identified; (c) The different waste types that could be generated at the construction site need to be identified and classified according to the List of Waste (Official Gazette no.100/05); (d) The main waste would be classified under the Waste Chapter 17 “Construction and demolition wastes (including excavated soil from contaminated sites)” with the waste code 17 05 04 – Excavated soil, eventually 17 06 05* – Construction material containing asbestos 17 09 04 – Mixed waste from construction site, 17 01 – Waste from concrete, 18 01 03* infection waste , 18 01 06* chemicals consisting of or containing dangerous

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<p>substances, 18 01 09 medicines other than cytotoxic and cytostatic, asphalt;</p> <p>(e) The ACM waste (roof sheets or side wall panels) need to be collected, packaged and immediately removed from the project site;</p> <p>(f) The personal in charge for removal of ACM roof sheets or side wall panels should be trained on proper safety dismantling of the roof sheets minimizing the health risks;</p> <p>(g) The demolition and remove of the ACM should be done very quickly by trained personal;</p> <p>(h) The ACM waste should be placed in polyethylene bags or other containers of at least 0.15 mm thickness.</p> <p>(i) Printed asbestos warning labels must appear on the outer surface of the container/bag warning that it is an "Asbestos waste";</p> <p>(j) The contract with the company for Asbestos containing waste collection and transportation should be signed for collection and transport of asbestos sheets;</p> <p>(k) After the removal of the asbestos waste all surfaces in the project site need to be dusted with a damp cloth or vacuumed with a HEPA filter;</p> <p>(l) The workers who perform clean up should wear protective clothes;</p> <p>(m) The contract with the Public Communal Enterprise Utility "Landfill Drisla" should be signed for final disposal of asbestos containing roof sheets and/or side wall panels;</p> <p>(n) Generated medical waste from each HCFs is collected and transported by an authorized company for medical waste transportation and treatment in the incinerator for medical waste in PE Drisla Skopje Small amount of solid municipal waste can be found (beverages, food), as well as packaging waste (bottles, paper, glass, etc.);</p> <p>(o) The construction waste will be separated from the general waste, liquid and chemical waste on site, by sorting in appropriate containers;</p> <p>(p) The medicines other than cytotoxic and cytostatic from the mobile COVID 19 hospital will be separated from the general waste on site, by sorting in appropriate containers;</p> <p>(q) The records of waste disposal will be regularly updated and archived;</p> <p>(r) Only licensed collectors of waste (with whom the hospital in XXXX will sign the Contract) will collect and dispose of the medicines other than cytotoxic and cytostatic;</p> <p>(s) Only licensed collectors of waste will collect and dispose of the construction waste</p>

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<ul style="list-style-type: none"> (t) All of the records of the disposed waste will be kept as proof for proper management; (u) Construction waste from site needs to be instantly removed and reused if possible; (v) For the possible hazardous waste (motor oils, vehicle fuels) an authorized collector needs to be appointed to collect and dispose of it properly; (w) The materials should be covered during the transportation to avoid waste dispersion; (x) Burning of medical waste should be prohibited; (y) Burning of construction waste should be prohibited; (z) Estimate potential waste streams; (aa) Consider the capacity of existing facilities, and plan to increase capacity, if necessary, through construction, expansion etc.; (bb) Specify that the design of the facility considers the collection, segregation, transport and treatment of the anticipated volumes and types of healthcare wastes; (cc) Require that receptacles for waste should be sized appropriately for the waste volumes generated, and color coded and labeled according to the types of waste to be deposited; (dd) Develop appropriate protocols for the collection of waste and transportation to storage/disposal areas in accordance with WHO guidance; (ee) Identification of any off-site disposal of medical waste, including how material is gathered and stored, routes taken to the disposal facility, and disposal procedure (ff) Review of training procedures for healthcare workers and other relevant HCF employees for medical waste management and disposal (gg) Preparation of a facility specific ICWMP (hh) Design training for staff in the segregation of wastes at the time of use; (ii) Where possible avoid the use of incinerators; (jj) If small-scale incineration is the only option, this should be done using best practices, and plans should be in place to transition to alternative treatment as soon as practicable (such as steam treatment prior to disposal with sterile/non-infectious shredded waste and disposed of in suitable waste facilities); (kk) Do not use single-chamber, drum and brick incinerators; (ll) If small-scale incinerators are used, adopt best practices to minimize operational impacts.
	Water and soil	<ul style="list-style-type: none"> (a) In the event when hazardous spillage occurs, it needs to be stopped and removed, then the site needs to be cleaned and the procedures and measures for hazardous waste management need to be followed;

	PARAMETER	MITIGATION MEASURES CHECKLIST
		<ul style="list-style-type: none"> (b) In the case of any run-off coming from the works, in order to avoid contamination of the area it needs to be collected on site and placed in a temporary retention basin; (c) The temporary or final disposal of any waste stream near the water courses is forbidden; (d) Servicing of vehicles and machinery is forbidden to be conducted on the construction-site; (e) Prevent as much as possible, oil and other pollutants leakages to water and soil.
	Nature protection	<ul style="list-style-type: none"> (a) Collection of the generated waste on daily basis, selection of waste, transportation and final disposal on appropriate places; (b) After finishing with construction/installation activities, the location should be return to the pre work condition and if not possible than it will be adequately managed. (c) A Vegetation Restoration Plan shall be done for the project locations where the trees are planned to be removed; (d) The vehicles that are excessively noisy shall not be operated until corrective measures have been taken; (e) Minimization of the construction area as much as possible (carefully planning and design of the project activity according the Traffic Management Plan for a certain period of time
	Transport and Materials Management	<ul style="list-style-type: none"> (a) The routes for the machines are clearly defined; (b) Access of the construction and material delivery vehicles are strictly controlled, especially during the wet weather; (c) Ensure all transportation vehicles and machinery have been equipped with appropriate emission control equipment, regularly maintained and attested (d) Distribution of materials for the construction of the mobile COVID 19 hospital need to be announced and coordinated with the Municipality of XXXXXX. The Contractor will take safety measures to prevent accidents; (e) All materials prone to dusting are transported in closed or covered trucks; (f) All materials prone to dusting and susceptible to weather conditions are protected from atmospheric impacts either by windshields, covers, watered or other appropriate means; (g) Project area is regularly swept and cleaned. Spilled materials are immediately removed from a project area and cleaned. Access roads are well maintained and safety for and safe for the movement of healthcare workers and patients.

	PARAMETER	MITIGATION MEASURES CHECKLIST
C. Traffic and Pedestrian Safety	Direct or indirect hazards to public traffic and children and parents and construction of the mobile hospital activities	<p>The construction site including the regulation of the traffic will be accordingly secured by the Contractor. This includes but is not limited to:</p> <ul style="list-style-type: none"> (a) The citizens from the neighboring buildings (XXXXXX) need to be timely informed of the upcoming works; (b) In the operational phase the citizens will need to obey the established traffic regime; (c) In an event where the traffic around the project area will be interrupted the Contractor in cooperation with the Municipality of XXXXXX need to organize alternative routes; (d) Placing of sign posts, warning signs, barriers (vertical signalization and signs at the construction site): the citizens will be warned about the potential hazards; (e) Adequate warning tapes and signage need to be provided and placed; (f) Forbidden of entrance of unemployed persons within the fence; (g) Set up a special traffic regime for the vehicles of the contractor during the period of construction of the mobile hospital (together with the municipal staff and police department) and installation of signs to ensure safety, traffic flow and access to land and facilities; (h) During the operational phase a special traffic regime for the vehicles entering the hospital needs to be prepared; (i) Ensure pedestrian safety. Special focus for safety of citizens if the project activities take place during the citizens works (fence off the site, install safe corridors, etc.). <p>Passageways for pedestrians and vehicles within and outside construction areas must be segregated and provide for easy, safe, and appropriate access.</p>

<p>D. Usage of hazardous or toxic materials and generation of hazardous waste and infectious waste during operation</p>	<p>Toxic / hazardous materials management and Hazardous waste management</p>	<ul style="list-style-type: none"> (a) Temporarily storage on site of all hazardous or toxic substances (including wastes) will be in safe containers labeled with details of composition, properties and handling information. Chemicals and medical waste are managed, used and disposed, and precautionary measures taken as required in the Material Safety Data Sheets (MSDS); (b) The containers with hazardous substances including medical waste must be kept closed, except when adding or removing materials/waste. They must not be handled, opened, or stored in a manner that may cause them to leak; (c) The medical waste and the waste containing disinfectants during the operational phase needs to be stored in labeled containers that will not leak; (d) The containers holding ignitable or reactive wastes must be located at least 15 meters from the facility's property line. Large amounts of fuel will not be kept at the site; (e) The containers of hazardous substances shall be placed in a leak-proof container to prevent spillage and leaking. This container will possess secondary containment system such as bunds (e.g. banded-container), double walls, or similar. Secondary containment system must be free of cracks, able to contain the spill, and be emptied quickly; (f) Hazardous waste (medical waste) should not be mixed and will be transported and disposed/incinerated only by licensed companies in line with the national regulation; (g) Possible hazardous waste (motor oils, vehicle fuels, lubricants) should be collected separately and authorized company should be sub-contracted to transport and finally dispose the hazardous waste; (h) Hazardous waste will be disposed only to licensed landfills or processed in licensed processing Plants; (i) Paints with toxic ingredients or solvents or lead-based paints will not be used; (j) Provide cleaning staff with adequate cleaning equipment, materials and disinfectant (k) The safe health-care waste management should applied for the Infectious waste (hazardous health-care waste) according the national legislation, guidance from the National Health Care Institute and WHO recommendations (l) Review general cleaning systems, training cleaning staff on appropriate cleaning procedures and appropriate frequency in high use or high-risk areas; (m) Where cleaners will be required to clean areas that have been or are suspected to have been contaminated with COVID-19, provide appropriate PPE: gowns or aprons, gloves, eye protection (masks, goggles or face screens) and boots or closed work shoes. If
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	PARAMETER	MITIGATION MEASURES CHECKLIST
		<p>appropriate PPE is not available, provide best available alternatives;</p> <ul style="list-style-type: none"> (n) Train cleaners in proper hygiene (including handwashing) prior to, during and after conducting cleaning activities; how to safely use PPE (where required); in waste control (including for used PPE and cleaning materials). (o) Waste segregation, packaging, collection, storage disposal, and transport is conducted in compliance with the prepared ICWMP for each HCF and WHO COVID-19 Guidelines; (p) Provide proper collection of samples, transport of samples and appropriate laboratory biosafety in order to prevent spread of disease to medical workers or laboratory workers, or population during the transport of potentially affected samples. (q) Provide compliance with the precaution measures for infection prevention and control in isolation and treatment of infected cases spreads COVID-19 infections in HCFs; (r) Transport of wastes, transport of people who have tested positive with COVID-19 and movement of health workers and other staff in contact with patients with COVID-19, has the potential to spread the virus in the community. Transport of medical supplies and equipment is not expected to result in virus transmission.); (s) Implementation of the guidelines for proper waste management within the Waste Management Plan of HCFs, by healthcare workers, patients, etc. (t) All contaminated (potentially infectious) materials should be autoclaved in leak-proof containers, e.g., autoclavable, color-coded plastic bags, before disposal. (u) No pre-cleaning should be attempted of any contaminated (potentially infectious) materials to be autoclaved and reused. Any necessary cleaning or repair must be done only after autoclaving or disinfection. (v) The operational and maintenance of microwave and autoclave will apply good practices in line with the IFC Environmental Guidelines for Health Care Facilities (w) All HCFs should prepare waste management procedures in accordance with the national requirements that outline waste segregation procedures, on site handling, collection, transport, treatment and disposal, and training of staff. Wastes should be segregated at the point of generation by risk, including segregation of organic, recyclables, biological infectious and hazardous health care wastes which are temporary stored for pickup by contracted waste management company on site (x) The treatment of healthcare waste produced during the care of COVID-19 patients should be collected safely in designated containers and bags, treated and then safely disposed.

	PARAMETER	MITIGATION MEASURES CHECKLIST
E. Mortuary	Arrangements are insufficient/ Processes are insufficient	<p>(a) Implement good infection control practices (see WHO Infection Prevention and Control for the safe management of a dead body in the context of COVID-19);</p> <p>(b) Use mortuaries and body bags, together with appropriate safeguards during funerals (see WHO Practical considerations and recommendations for religious leaders and faith-based communities in the context of COVID-19).</p>
F. Grievance Mechanism	Types of Grievance	<p>(a) PIU within the MLSP as responsible institution for implementation of the project activities will establish two types of Grievances: Health Care Workers Grievance Form and General public Grievance Form. Grievance forms will be available at the location where the activities will take place, as well as on the MLSP website</p> <p>(b) Any comments/concerns/grievance can be submitted to the MLSP on-line, verbally (personally or by telephone) or in writing by filling in the Project Grievance Form (by personal delivery, post, fax or e-mail to the MLSP contact person). Individuals who submit comments or grievances have the right to request that their name be kept confidential. Grievances may be submitted anonymously, although in such cases, the person will not receive any response. All comments and grievances will be responded to either verbally or in writing, in accordance with the preferred method of communication specified by the complainant, if contact details of the complainant are provided.</p> <p>(c) The complainant will be informed about the proposed corrective action and follow-up of corrective action within 15 calendar days upon the acknowledgement of grievance. The acknowledgment will be done within 48 hours.</p>
G. Procurement	Procurement of goods and supplies	<p>(a) Procure goods and supplies based on technical specifications provided by WHO interim guidance for Coronavirus disease 2019</p> <p>(b) Determination if adequate stores of hand sanitizes and PPE are available in all HCF</p> <p>(c) Identification of supply lines for required PPE</p> <p>(d) Adequate handwashing facilities with soap (liquid), water and paper towels for hand</p> <p>(e) drying plus closed waste bin for paper towels are available. Alcohol-based hand rub should be provided where handwashing facilities cannot be accessed easily and regularly.</p> <p>(f) Label containing information on how materials/medical facilities/equipment should be safely handled should be available on site</p>

	PARAMETER	MITIGATION MEASURES CHECKLIST
H. Decommissioning	Decommissioning of mobile COVID 19 hospitals	<p>(g) The facility will be sprayed with disinfectant prior to demolition/dismantling and generated waste will be managed according the Decommissioning Plan</p> <p>(h) All workers participating in these activities will adhere to the typical occupational health and safety requirements outlined in the construction stage section and at minimum ensure adequate PPE is worn, including helmets, boots, gloves and masks</p> <p>(i) Decommissioning plan or procedure should be prepared for each sub-project;</p> <p>(j) This decommissioning process should be implemented according to the requirements given in ESF/Safeguards Interim Note: COVID-19 Considerations in Construction/Civil Works Projects, issued on April 7, 2020</p> <p>(k) Interim Advice for IFC Clients on Preventing and Managing Health Risks of COVID-19 in the Workplace, issued on April 6, 2020</p> <p>(l) Interim Advice for IFC Clients on Supporting Workers in the Context of COVID-19, issued on April 6, 2020</p> <p>(m) All medical equipment will be decommissioned as per the manufactures requirements and disposed where relevant in accordance with the manufacturer’s requirements.</p>

PART 3: MONITORING PLAN					
What parameter is to be monitored?	Where is the parameter to be monitored?	How is the parameter to be monitored (what should be measured and how)?	When is the parameter to be monitored (timing and frequency)?	By Whom is the parameter to be monitored– (responsibility)?	How much is the cost associated with implementation of monitoring
Preparatory phase					
Community safety and OH&S for workers	On the site	By checking if there is a Board with information about the Investor, Contractor and Supervisor,	Before works commencement	Supervisor Representative from the Municipality of XXXX	Included in the project budget

PART 3: MONITORING PLAN					
What parameter is to be monitored?	Where is the parameter to be monitored?	How is the parameter to be monitored (what should be measured and how)?	When is the parameter to be monitored (timing and frequency)?	By Whom is the parameter to be monitored – (responsibility)?	How much is the cost associated with implementation of monitoring
		fencing and marking the location, To prevent health and safety risks – mechanical injuries and to provide safe access and mobility of all which will be affected near the project location in Municipality of XXXX			
Obtained all required permits	In the premises of Contractor At the city Administration in XXX	Inspection of all required documents/permits according the national legislation	Before works start	Supervisor Representative from the Municipality of XXXX	Included in the project budget
Accidents prevention	On the site where mobile COVID 19 hospital will be constructed	By checking if there are spill kits, firefighting appliances, the vehicles and equipment is in working condition at the project location in Municipality of XXXX	Before works commencement	Supervisor Representative from the Municipality of XXXX	Included in the project budget
Construction of the mobile COVID 19 hospital phase					
Dust, particulate matter	At the Site of mobile COVID 19 hospital	Measurement of particulate matters by accredited laboratory	Upon complaint or negative inspection finding	Municipal Environmental Inspector	Contractor budget
Noise disturbance	On site of mobile COVID 19 hospital	Measuring levels of noise should be carried out in the case of complaints and negative findings of the inspection.	Regularly	Accredited company for measuring the level of noise environmental inspector, Construction inspector, MLSP PIU	Part of the regular Contractor cost
Waste management	On the site of mobile COVID 19 hospital	Review the documentation – identification of the	At the beginning of works, than periodically	Supervisor Municipality of XXX	Included in the project budget

PART 3: MONITORING PLAN					
What <i>parameter is to be monitored?</i>	Where <i>is the parameter to be monitored?</i>	How <i>is the parameter to be monitored (what should be measured and how)?</i>	When <i>is the parameter to be monitored (timing and frequency)?</i>	By Whom <i>is the parameter to be monitored— (responsibility)?</i>	How much <i>is the cost associated with implementation of monitoring</i>
		waste type according the List of waste, - Visual inspection that the waste is collected separately in adequately labeled containers, leakages. - review of the waste Contracts and licenses of companies contracted for the collection and disposal of waste		Environmental Inspector	
Water and soil (accidental spillage, leakages of hazardous materials, waste waters, etc.)	At the site of the construction and where the machines and vehicles are operating	Visual checks on site	During the civil works, daily	Supervisor of the construction works; Authorized environmental inspector, MLSP PIU	Included in the project budget
Nature protection - Vegetation Restoration Plan for the project locations where the trees are planned to be removed	On the construction site	Prepared Vegetation Restoration Plan and implemented measures for planting trees as compensation measure	According the timeframe of the planned activities	Municipality of XXX Environmental Inspector	Included in the project budget
Transport and Materials Management (implementation of safety measures to prevent accidents)	On construction site	Visual checks on how the materials are disposed of and whether they are properly transported	Regularly, Daily	Supervisor Environmental Inspector	Part of the regular Contractor cost
Direct or indirect hazards to public traffic on construction of the mobile	On the site	Check the documentation: - Whether all competent authorities have been notified,	Continuously	Contractor – Bidder	Included in the project budget

PART 3: MONITORING PLAN					
What <i>parameter is to be monitored?</i>	Where <i>is the parameter to be monitored?</i>	How <i>is the parameter to be monitored (what should be measured and how)?</i>	When <i>is the parameter to be monitored (timing and frequency)?</i>	By Whom <i>is the parameter to be monitored— (responsibility)?</i>	How much <i>is the cost associated with implementation of monitoring</i>
COVID 19 hospital activities		- Whether all the necessary permits and approvals have been obtained, Visual check of the transport of materials, corridors and crossings, traffic regulation, etc.			
Toxic / hazardous materials management and Hazardous waste management	On site visual assessment (hazardous waste containers and documentation)	-Proper handling and storage is checked according to Material Safety Data Sheets (MSDS) -Visual inspection and review of documents in terms of: - Adequate collection and storage of hazardous and toxic substances (including fuel) and waste - Transportation, disposal and incineration of hazardous waste only by authorized companies, - Review of declarations of purchased paint and solvents (avoidance of hazardous paint and solvents)	Continuously, when the remains are removed	Supervising engineer, Inspection	Part of the regular Contractor cost Included in the project budget
Operation Phase of the installed mobile COVID 19 hospital					
Plan for regular maintenance of the installations (water supply, sewage network, electricity, heating) within the hospital	On site visual assessment and checks of the documentation	Overview of the Plan for regular and preventive maintenance	Before the start of the operation of the hospital	Representatives from the Municipality of XXXX and Director of the Hospital in City of XXXX	Hospital budget

PART 3: MONITORING PLAN					
What <i>parameter is to be monitored?</i>	Where <i>is the parameter to be monitored?</i>	How <i>is the parameter to be monitored (what should be measured and how)?</i>	When <i>is the parameter to be monitored (timing and frequency)?</i>	By Whom <i>is the parameter to be monitored— (responsibility)?</i>	How much <i>is the cost associated with implementation of monitoring</i>
				Communal inspector Responsible persons employed in the hospital	
Prepared Fire Protection Plan and implementing protection measures	In the mobile COVID 19 hospital	Review of the Plan and proposed fire protection measures	At the beginning of hospital operation.	Director of the Hospital in City of XXXX Responsible persons employed in the hospital	Hospital budget
Prepared Waste management plan and Infection Control and Waste Management Plan (special attention to infectious waste)	On site visual assessment and checks of the documentation	<ul style="list-style-type: none"> - Adequate collection and storage of hazardous and toxic substances (including medical infectious waste) and other waste streams - Signing contract for transportation, disposal and incineration of hazardous waste (including medical infectious waste) only by authorized companies, - Review of declarations of purchased disinfectants - implementation of waste management procedures that outline waste segregation procedures, on site handling, collection, transport, treatment and disposal, and training of staff. 	Before the start of the operation of the mobile hospital	Director of the Hospital in City of XXXX Representatives from the Municipality of XXX Communal inspector Health care inspector Responsible persons employed in the hospital	Hospital budget

PART 3: MONITORING PLAN					
What <i>parameter is to be monitored?</i>	Where <i>is the parameter to be monitored?</i>	How <i>is the parameter to be monitored (what should be measured and how)?</i>	When <i>is the parameter to be monitored (timing and frequency)?</i>	By Whom <i>is the parameter to be monitored— (responsibility)?</i>	How much <i>is the cost associated with implementation of monitoring</i>
Labour procedures management applied for all medical staff	On site visual assessment and checks of the documentation	Visual evaluation and check if all health care measures for medical workers and applied The medical PPE provided in appropriate quantity to each medical person	Every day before the starting the medical care activities, cleaning activities, etc. in the mobile hospital	Representative from the mobile hospital Labour related inspector	Hospital budget
Procured goods and supplies in hospital based on technical specifications provided by WHO interim guidance for Coronavirus disease 2019	In the mobile hospital	Visual check of label containing information on how materials/medical facilities/equipment should be safely handled	After the purchase of the procurement	HCF Management	Hospital budget
Decommissioning phase of the mobile COVID 19 hospital					
Decommissioning of mobile COVID 19 hospitals according the Decommissioning Plan	At the site of mobile hospital decommissioning	Visual check if the proposed measures from Decommissioning Plan are implemented for demolition/dismantling of the hospital and installed equipment	During the decommissioning phase	HCF Management; Building Contractor	Included within the project budget

PART 3 - Contract

Section VIII -General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the **Special Conditions of Contract(SCC)**.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

2. **Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. **Fraud and Corruption**

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. **Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties,

license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other

information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and

expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until

actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30. Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs

(including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's Country is: Republic of North Macedonia
GCC 1.1(j)	The Purchaser is: Ministry of Labour and Social Policy (MLSP)
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: As given in the Table 1 "List of Goods and Delivery Schedule", of the "Schedule of Requirements"
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: n/a
GCC 4.2 (b)	The version edition of Incoterms shall be 2020
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: Attention: xxx Telephone: xxxx Electronic mail address: xxxx
GCC 9.1	The governing law shall be the law of: Republic of North Macedonia
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: Rules, the following sample clause should be inserted: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity

	<p>thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) <i>Contracts with Supplier national of the Purchaser's Country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ul style="list-style-type: none"> (i) Two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) One original and two copies of the Supplier's Warranty Certificate; <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed "shall not" be adjustable.</p>
GCC 16.1	<p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in _____[<i>currency</i>], as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) On Delivery and acceptance: Ninety (90) percent of the Contract Price shall be paid in installments on receipt of the Goods and upon submission of the documents specified in GCC Clause 13 and within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser..

GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is 0.01%</p>
GCC 18.1	<p>A Performance Security “shall” be required</p> <p>The amount of the Performance Security shall be: 10% of the Contract amount,</p> <p>Not later than 28 days after the issuance of the acceptance certificate by the Purchaser and after the submission of a new Performance Security in the amount of 3% of the contract value that will cover the warranty period, the Performance Security in the amount of 10 % of the contract value will be released</p>
GCC 18.3	<p>The Performance Security shall be in the form of Bank Guarantee</p> <p>The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price</p>
GCC 18.4	Discharge of the Performance Security shall take place: n/a
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: The packing, marking, and documentation within and outside the packages should be in accordance with Internationally accepted practice for this kind of Goods
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are: n/a

GCC 26.1	<p>The inspections and tests shall be:</p> <ul style="list-style-type: none"> - Final inspections and acceptance of the delivered goods will be carried out to the final destinations (project locations). The Purchaser shall, with the full cooperation and assistance of the Supplier conduct a formal acceptance of the Goods to verify their compliance with the terms of the Contract. - If the products do not meet the requirements of the technical specification within fifteen (15) days of acceptance by the Purchaser, they shall request replacement. - Acceptance notice is issued when the goods have met the requirements of the technical specifications of the Purchaser's offer - The product warranty period will formally commence on the date of issue of the Letter of Acceptance.
GCC 26.2	The Inspections and tests shall be conducted at: final destinations (project site)
GCC 27.1	The liquidated damage shall be: 0.5 % per week
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10%</p> <p>The liquid damages shall not be applied for those days of delay, which according to the Purchaser judgment are not Suppliers default, for example if the delay is caused by bad weather conditions. In such case, the Purchaser must approve the delay in writing (by mail)</p>
GCC 28.3	<p>The period of validity of the Warranty of the goods shall be 2 years from the date of the letter of acceptance</p> <p>For purposes of the Warranty, the places of final destinations shall be: As given in the Table 1 "List of Goods and Delivery Schedule", of the "Schedule of Requirements"</p> <p>During the warranty period the on site (project sites) response time will be within 24 hours and the period for correction of defects in the warranty period is 72 hours upon the written notification by the Purchaser to the Supplier.</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 10 days.

GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be 50 % of the reduction in the Contract Price.
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Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within two (2) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 2 Business Days deadline, we will provide the debriefing within three (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by three (3) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) [<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts five (5) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: **[insert complete name of the Bidder]* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]* _____

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]* _____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]* _____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]* _____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To:*[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**.....

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]*for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:*[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
- or

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.