**Tender Documents**

**Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning**

**IOP/40-2021/RD**

Tender Documents (TD)

**Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning**

**IOP/40-2021/RD**

**Without Prequalification**

**Employer:** The Republic of Serbia -Public Investment Management Office

**Project:** Public Sector Research and Development

**Country**: The Republic of Serbia

**Loan No:** Law on ratification of financing agreement (Public Sector Research and Development) between the Republic of Serbia and the European Investment Bank (hereinafter called “the Bank”) (“Official Gazette RS”. international agreements- number 5/2010-1), Component: Improvement of scientific infrastructure in the field of medical science through the purchase of new capital equipment, adaptation of existing and/or construction of new facilities

This Tender Documents is forProcurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning.

1. The Employer has received financing from the Bank toward the cost of Public Sector Research and Development, Component: Improvement of scientific infrastructure in the field of medical science through the purchase of new capital equipment, adaptation of existing and/or construction of new facilities, Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning.

2. The Employer now invites sealed Proposals from eligible Bidders for Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning.

Description of the main contract features:

Namely, The National Centre for the Production of Positron Pharmaceuticals should be based on a compact isochronous cyclotron, which ensures proton beams of 15-19 MeV proton energy and a proton current of 150 μА as a minimum, measured at any target. The cyclotron being offered should be equipped with a minimum of four extraction lines, with corresponding targets for the production of short-lived and ultrashort-lived positron emitters (18F, 11C), and also with a station for the irradiation of solid targets, which can be used to produce long-lived positron emitters such as 64Cu, 86Y, 89Zr and 124I , as well as some gamma emitters suitable for SPECT, for example, 123I. The capacity of the National Centre for the Production of Positron Radiopharmaceuticals should be designed so that it can enable supplying all the nuclear medicine centres in Serbia with the fluorodeoxyglucose (FDG) radiopharmaceutical. In addition to this, the production centre will also be a site for research work on developing new radiopharmaceuticals, and also on their pre-clinical research. The production centre should be built within the Clinical Centre of Serbia, where there is a referent National PET centre, in which one PET/CT camera is already in use, so that within this centre all short-lived radionuclides for PET diagnostics will be used. Apart from the above, the centre will also enable conducting clinical research with new radiopharmaceuticals for PET diagnostics.

The National Centre for the Production of Radiopharmaceuticals should be located in a new facility, which is to be built for that purpose. Adapting an existing facility would greatly limit the necessary flexibility in the layout of the rooms because of the very demanding requirements of good manufacturing practice (GMP) for the production of radiopharmaceuticals, as well as requirements related to protection against ionising radiation.

The selection of the key equipment (a cyclotron, a module for the production of the 2-fluoro[18F ]-2-deoxy-D-glucose radiopharmaceutical and a module for the dispensation of radiopharmaceuticals) must be such that it can ensure a minimum production capacity of 300 GBq of FDG at the end of production (EOC) in a single charge, with the provison that a minimum of two charges of FDG can be produced in one day. This will ensure that each PET/CT device that has already been installed or whose installation is planned in Serbia in the near future (two devices exist in Belgrade and Sremska Kamenica, and later there will be one each in Niš and Kragujevac), can be used to examine a minimum of 20 patients per day (that is, a total of 120 PET examinations per day in Serbia).

The building and outfitting of the National Centre for the Production of Positron Radiopharmaceuticals will unfold in two phases. Within the framework of the first phase, a facility will be built which, in terms of its characteristics, will meet the needs for the installation of a cyclotron and all the necessary subsystems, devices and the attendant equipment required for the normal functioning of the National Centre at full capacity, as envisaged by the concept. In the first phase, a cyclotron will be installed, as well as the necessary technological equipment enabling the production and quality control of the FDG radiopharmaceutical and the 64Cu radionuclide. In the second phase (which is not the subject of this public procurement, but will be tendered separately in due course), the equipment necessary for the production and quality control of other radionuclides and radiopharmaceuticals referred to in Section 2.1. will be installed, provided that the process of producing the FDG radiopharmaceutical should not be interrupted during the installation of the equipment in the second phase.

This contract is expected to be implemented from October 2021 till October 2023.

3. Bidding will be conducted through open procedure with publication in the OJEU as specified in the Bank’s Guide to Procurement (GtP)

[http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm](http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm%20)  (“Procurement Regulations”) and is open to all eligible Bidders as defined in the Procurement Regulations.

Contract will be signed with the successful Bidder in an open international tender procedure, in accordance with the contract conditions determined in the Tender Documents and all other documents that will be a consistent part of the Contract.

The Tender Documents includes the following documents:

Section I - Instructions to Bidders (ITB)

Section II - Proposal Data Sheet (PDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Statement of Integrity and Environmental and Social Covenant

Section VII -Employer’s Requirements

Section VIII - General Conditions of Contract (GCC)

Section IX -Particular Conditions of Contract (PCC)

Section X -Contract Forms

4. Interested eligible Bidders may obtain Clarification at the Employer’s address:

Kancelarija za upravljanje javnim ulaganjima

Attention: no. 22-26, Nemanjina street

City: 11000 Belgrade

Country: The Republic of Serbia

Facsimile number: +381 11 3617-737

Electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)

A complete set of Tender Documents in English language shall be posted on the Employer’s website:

http://www.obnova.gov.rs/english/public-procurement and will be available to any interested bidder.

5. Proposals have to be made according to the” two-envelope” procedure, in which both the technical and price proposals are submitted together, but in separate envelopes. In the first step, only administrative and technical documents are opened in public. The technical proposals are opened first and evaluated for responsiveness. Opening of price part of the proposals shall be performed after the examination of the technical part of the proposals. After review of conformity by the Employer in a second step the financial offers of the technically responsive proposals only are opened and read in public. The Employer shall submit, to all bidders who sent proposals, a reasoned Decision on the qualification of the bidder, as well as an invitation to all qualified bidders to participate in the opening of price proposals.

Following the completion of the evaluation of the Technical Proposals, the Employer will notify all Bidders of the location, date and time of the public opening of Price Proposals.

6. All Proposals must be accompanied by a **bank guarantee for Tender Security to be submitted in the amount of 300.000 EUR**. For the Tenderer from the Employer’s Country: Payable in RSD at the middle exchange rate of The National Bank of Serbia on the day invoking of the guarantee.

7. The address(es) referred to above is (are):

Kancelarija za upravljanje javnim ulaganjima

Attention: **Nemanjina street no. 22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry**

City: **11000 Belgrade**

Country: **The Republic of Serbia**

Facsimile number: **+381 11 3617-737**

Electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)

8. The Employer shall use the criteria and methodology of the Most Economically Advantageous Proposal (MEAT) in particular determined in Tender Documents. The Most Economically Advantageous Proposal is the Proposal that achieves the highest combined technical and price scores.

Qualification requirements and the additional details are provided and in particular determined in Tender Documents.

The Employer shall award a public procurement contract based on the application of the “Most Economically Advantageous Proposal” criterion, in accordance with the contract conditions determined in the Tender Documents and all other documents that will be a consistent part of the Contract.

Contract will be signed with the Bidder whose offer has been determined to be the Most Economically Advantageous Proposal. This is the Proposal of the Bidder that meets the qualification criteria (qualified for the award of the contract) and whose Proposal has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the Proposal that achieves the highest combined technical and price scores.

On the basis of each bid received and declared substantially responsive, the Bidding Commission shall award each pondered characteristic a corresponding number of ponders, following which it shall calculate the total number of ponders according to the formula given in the Tender Documents.

Tenders with variant solutions will not be accepted.

Tender validity period is at least 120 calendar days from the final tender submission date.

All firms are invited to participate in this tender procedure. The right to participate in this international tender belongs to all interested entities that fulfil the qualification criteria for the participation in the procedure. The tenderer is obliged to submit the evidence on the fulfilment of the qualification requirements that are determined in the Tender documents.

The qualification requirements which must be met by a tenderer, and also a way of proving whether the requirements are met, are specified in the Tender documents.

The Employer shall organize a pre-tender meeting and site visit of which all interested parties will be duly informed in writing by notice posted on the Employer’s web-site http://www.obnova.gov.rs/english/public-procurement and http://www.obnova.gov.rs/cirilica/javne-nabavke.

9. Proposals must be delivered to the address below on or before **September 17, 2021** not later than **11 a.m. by local time**. Electronic bidding will not be permitted. All bids must be delivered in closed envelopes marked with the reference „IOP/40-2021/RD – Proposals from eligible Bidders for Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning, Kancelarija za upravljanje javnim ulaganjima”, at the address: Nemanjina street no. 22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry.

Bids received after the above-mentioned deadline shall be declared late, rejected and returned unopened to the bidder (upon request submitted by the bidder).

The bid opening (the technical proposals) shall take place at the address: Krunska street no. 58, Ground Floor, Belgrade, on **September 17, 2021 at 11.30 a.m. local time**.

Opening of the bids is public and any interested person may be present. Only authorised representatives of Bidder’s may be actively involved in the procedure of opening bids.

Opening of the price part of the tenders shall be performed after the examination of the technical part of the proposals. The Employer shall submit, to all tenderers who sent bids, a reasoned Decision on the qualification of the tenderer, as well as an invitation to all qualified tenderers to participate in the opening of price proposals.

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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**Section I - Instructions to Bidders**

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| 1. General | |
| 1. Scope of Proposal | * 1. In connection with the Specific Procurement Notice -Tender documents (TD), specified in the Proposal Data Sheet (PDS), the Employer, as specified **in the PDS**, issues this bidding document for the Design, Supply and Installation of Plant as specified in Section VII, Employer’s Requirements. The name, identification and number of lots (contracts) of this Tender Documents (TD) undertaken in accordance to the EIB Guide to Procurement (GtP)   [http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm](http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm%20) are **specified in the PDS, if applicable.** The name, identification, and number of lots are **provided in the PDS, if applicable. The procurement will be carried out in line with EIB’s Guide to Procurement (GtP) and national law as long as aligned with EIB’s GtP. In case of discrepancies the EIB GtP shall prevail.**   * 1. Throughout this bidding document:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“Day” means calendar day. |
|  |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the PDS** has applied for or received financing (hereinafter called “funds”) from the European Investment Bank (hereinafter called “the Bank”) in an amount specified **in PDS**, toward the project named **in PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.   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, equipment, plant, or materials, if such payment or import is prohibited by a 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). Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter." EIB Exclusion list: <http://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm> |
|  |
| 1. Fraud and Corruption | * 1. The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, suppliers, contractors, and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:  1. defines, for the purposes of this provision, the terms set forth below as follows:   • “Corrupt Practice” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.  • “Fraudulent Practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.  • “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.  • “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party  • “Obstructive Practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; 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 EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;  • “Money Laundering” is defined in the Bank’s Anti-Fraud Policy (See the EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm).  • “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy  In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standardsthat a project-related partyhas engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:  a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract awardand may apply appropriate contractual remedies, which may include suspension and cancellation, unless theProhibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank” And include link to anti-fraud policy of the EIB and   1. will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Proposal submission and contract performance and to have them audited by auditors appointed by the Bank.    1. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract. |
| 1. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.4, 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 PDS**, there is no limit on the number of members in a JV.   2. The Employer requires that candidates, tenderers, contractors, suppliers or consultants participating in an award procedure or a contract shall not have a conflict of interest. Conflict of interest occurs when the impartial and objective exercise of the functions of the Bidder, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution. Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors. The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest. In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest. (GtP1.5) 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:  directly or indirectly controls, is controlled by or is under common control with another Bidder; orreceives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the proposal of another Bidder, or influence the decisions of the Employer regarding this bidding process; orparticipates in more than one proposal in this bidding process. Participation by a Bidder in more than one Proposal will result in the disqualification of all Proposals in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one proposal; orany 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 proposal; orany of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project contract to be awarded under the concerned procedure 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  1. 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 documents or specifications of the contract, and/or the proposal 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 Employer throughout the procurement process and execution of the contract.    1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services. A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.    2. Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Purchaser’s satisfaction, through all relevant documents, including its Charter and other information the Purchaser may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.    3. Firms and individuals may be ineligible if (i) 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 Purchaser’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 or (ii) are subject to any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU websites <http://ec.europa.eu/external_relations/cfsp/sanctions/consol-list_en.htm> and <http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf> , as amended and supplemented from time to time or on any successor page.   4.6 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| 1. Eligible Plant and Installation Services | * 1. The Plant and Installation 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.   2. For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components. |
| 1. Contents of Bidding Document | |
| 1. Sections of Bidding Document | * 1. The bidding document consists 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 - Proposal Data Sheet (PDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI – Statement of Integrity and Environmental and Social Covenant   **PART 2. Employer’s Requirements**   * Section VII -Employer’s Requirements   **PART 3. Conditions of Contract and Contract Forms**   * Section VIII - General Conditions of Contract (GCC) * Section IX -Particular Conditions of Contract (PCC) * Section X -Contract Forms   1. The Specific Procurement Notice) issued by the Employer is not part of the tender document.   2. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Proposal all information or documentation as is required by the bidding document. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the proposal. |
| 1. Clarification of Bidding Document, Site Visit, Pre-Proposal Meeting | * 1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address indicated **in the PDS.** In case the Bidder should consider that certain clauses or technical specifications of the tender documents might limit international competition or introduce an unfair advantage to some tenderers, the Bidder should alert the Purchaser in writing, with a copy to the Bank. The addresses are **specified in the PDS**.   2. The Employer will respond in writing within a week to any request, provided that such request (request for clarification or statement of competitiveness limitation) is received no later than ten (10) days prior to the deadline for submission of proposals.   3. The Employer shall promptly, within a week, publish its response at the web page identified **in the PDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 23.2.   4. The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a Contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder’s own expense.   5. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.   6. If so specified **in the PDS**, the Bidder’s designated representative is invited to attend a pre-Proposal meeting and/or a site visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.   7. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.   8. Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. If so specified **in the PDS,** the Employer shall also promptly publish the Minutes of the pre-Proposal meeting at the web page identified **in the PDS**. Any modification to the bidding document that may become necessary as a result of the pre-Proposal meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Proposal meeting. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Bidder. |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of the proposals, the Employer may amend the bidding document by issuing addenda. No later than fifteen (15) days prior to deadline for submission of the proposals, the Employer may amend the bidding document by issuing addenda, without the obligation to extend the deadline for submission of the proposals. Later than fifteen (15) days prior to deadline for submission of the proposals, the Employer may amend the bidding document by issuing addenda, but with the obligation to extend the deadline for submission of the proposals. In this case, the Employer shall extend the time limit for the submission of proposals proportionally to the importance of the information or changes made, whereby there shall be at least 10 days left until the deadline for submission of proposals.   2. Any addendum issued shall be part of the Bidding Documents and shall be posted on the website specified in the PDS in accordance with the provision 8.1 ITB.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITB 23.2. |
| 1. Preparation of Proposals | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 1. Language of Proposal | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and the Employer, shall be written in the language specified **in the PDS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the PDS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern. |
| 1. Documents Comprising the Proposal | * 1. The Proposal shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, both envelopes enclosed together in an outer single envelope.   2. The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.   3. The Technical Proposal submitted by the Bidder shall comprise the following:      1. Letter of Technical Proposal;      2. Proposal Security or Proposal-Securing Declaration, in accordance with ITB 20;      3. alternative Proposals, if permissible, in accordance with ITB 13;      4. written confirmation authorizing the signatory of the Proposal to commit the Bidder, in accordance with ITB 21.2;      5. documentary evidence in accordance with ITB 14.1, that the plant and services offered by the Bidder in its Proposal or in any alternative Proposal, if permitted, are eligible;      6. documentary evidence in accordance with ITB 15, the Bidder’s eligibility and qualifications to perform the contract if its Proposal is accepted;      7. Technical Proposal in accordance with ITB 16.1;      8. documentary evidence in accordance with ITB 16, that the plant and services offered by the Bidder conform to the Bidding Document;      9. in the case of a proposal submitted by a Joint Venture, the Proposal shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement. The JV agreement will be delivered with no financial information or if it contains any financial information, such information should be marked so to be hidden and not disclosed.;      10. list of subcontractors, in accordance with ITB 16.2;      11. Statement of Integrity and Environmental and Social Covenant - both covenants shall be signed by each member of JV in case of JV submission and      12. any other document required in the PDS.   11.4 The Price Proposal submitted by the Bidder shall comprise the following:  (a) Letter of Price Proposal;  (b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and ITB 17;  (c) alternative price Proposals, if permissible, in accordance with ITB 13;  (d) Proposal submission Form: Contract agreement and  (e) any other document required in the PDS.  The Letter of Price Proposal and the Price schedules shall be included with the Price proposal Envelope. | |
| 1. Letter of Proposal and Price Schedules | * 1. The Letters of Technical Proposal and Price Proposal, and the Schedules, and all documents listed under ITB 11, 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 21.3. All blank spaces shall be filled in with the information requested and as required in the PDS. |
| 1. Alternative Proposals | * 1. Unless otherwise specified **in the PDS**, alternative Proposals shall not be considered.   2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the PDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.   3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer’s requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a Plant meeting the Employer’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Economically Advantageous Proposal conforming to the basic technical requirements shall be considered by the Employer.   4. When Bidders are invited **in the PDS** to submit alternative technical solutions for specified parts of the facilities, such parts will be identified in the PDS, as will the method for their evaluation, and described in Section VII, Employer’s Requirements. |
| 1. Documents Establishing the Eligibility of the Plant and Installation Services | * 1. To establish the eligibility of the Plant and Installation 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. |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms, as well as the documentary evidence of the Bidder’s qualifications that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 1. Documents Establishing the Conformity of the Plant and Installation Services | * 1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders’ proposal to the work requirements and the completion time.   2. For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Proposal information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted. However, this information shall not be disclosed in the first stage of evaluation, but in the second stage of evaluation.   3. The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1. |
| 1. Proposal Prices and Discounts | * 1. Unless otherwise specified **in the PDS**, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis. The total Proposal price shall include all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the bidding document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.   2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.   3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedule included in Section IV, Bidding Forms.   The total amount from Schedule giving the total Proposal price(s) to be entered in the Letter of Price Proposal.   * 1. The price of the Plant shall be quoted on DAP - named place. The prices quoted shall excludes import duties and taxes payable on imported goods and the value added tax or similar taxes on locally supplied goods.   2. In the Schedules, Bidders shall give the required details and a breakdown of their prices.   3. 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 PDS.**   4. The prices shall be either fixed or adjustable as specified **in the PDS.**   5. In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.   6. In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor’s equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.   7. If so indicated in ITB 1.1, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Price Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.   8. Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Proposal the offered discounts and the manner in which price discounts will apply. |
| 1. Currencies of Proposal and Payment | * 1. The Bidder shall quote in the currency of the Employer’s Country the portion of the proposal price that corresponds to expenditures incurred in the currency of the Employer’s country, unless otherwise specified in the PDS.   2. Unless otherwise specified in the PDS, the Bidder may express the proposal price in the currency of any country in accordance with Section V, Eligible countries. 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 currencies in addition to the currency of the Employer’s Country. |
| 1. Period of Validity of Proposals | * 1. Proposals shall remain valid for the Proposal Validity period specified **in the PDS**. The Proposal Validity period starts from the Proposal submission deadline (as prescribed by the Employer in accordance with ITB 23.1). A Proposal valid for a shorter period shall be rejected by the Employer as nonresponsive.   2. In exceptional circumstances, prior to the expiration of the Proposal validity period, the Employer may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Proposal Security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the Proposal Security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Proposal Security. A Bidder granting the request shall not be required or permitted to modify its Proposal, except as provided in ITB 19.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Proposal validity period, the Contract price shall be determined as follows:  1. in the case of **fixed price** contracts, the Contract price shall be the Proposal price adjusted by the factor or factors specified **in the PDS**; 2. in the case of **adjustable price** contracts, no adjustment shall be made; or 3. in any case, Proposal evaluation shall be based on the Proposal price without taking into consideration the applicable correction from those indicated above. |
| 1. Proposal Security | * 1. The Bidder shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified **in the PDS,** in original form and, in the case of a Proposal Security, in the amount and currency specified **in the PDS**.   2. A Proposal-Securing Declaration shall use the form included in Section IV Bidding Forms.   3. If a Proposal Security is specified pursuant to ITB 20.1, the Proposal security shall be a demand guarantee in any of the following forms at the Bidder’s option:  1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company); 2. an irrevocable letter of credit; 3. a cashier’s or certified check; or 4. another security indicated **in the PDS**,   from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable unless the Employer has agreed in writing, prior to Proposal submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Proposal submission. The Proposal Security shall be valid for twenty-eight (28) days beyond the original validity period of the Proposal, or beyond any period of extension if requested under ITB 19.2.   * 1. If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITB 20.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as nonresponsive.   2. If a Proposal Security is specified pursuant to ITB 20.1, the Proposal Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 46.   3. The Proposal 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.   4. The Proposal Security may be forfeited or the Proposal-Securing Declaration executed:  1. if a Bidder withdraws its Proposal during the period of Proposal validity specified by the Bidder on the Letters of Technical Proposal and Price Proposal; or 2. if the successful Bidder fails to: 3. sign the Contract in accordance with ITB 45; or 4. furnish a Performance Security in accordance with ITB 46.    1. The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Proposal Security or the Proposal 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 11.3.    2. If a Proposal Security is not required **in the PDS**: and 5. if a Bidder withdraws its Proposal during the period of Proposal validity specified by the Bidder on the Letters of Technical Proposal and Price Proposal, except as provided in ITB 19.2; or 6. if the successful Bidder fails to: 7. sign the Contract in accordance with ITB 45; or 8. furnish a Performance Security in accordance with ITB 46;   the Borrower may**,** if provided for **in the PDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated **in the PDS**. |
| 1. Format and Signing of Proposal | * 1. The Bidder shall prepare one original set of the Technical Proposal and one original set of the Price Proposal comprising the Proposal as described in ITB 11 and clearly mark it “ORIGINAL - TECHNICAL PROPOSAL” and “ORIGINAL - PRICE PROPOSAL”. Alternative proposals, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Proposal, in the number specified in the PDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. Bidders shall mark as “Confidential” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.   2. The original and all copies of the Proposal 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 PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Proposal shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the PDS. Failure to provide an acceptable authorization within the period stated in the Employer’s request shall cause the rejection of the Proposal. If either the Letter of Technical Proposal or Letter of Price Proposal or the Proposal-Securing Declaration (if applicable) is not signed, the Proposal shall be rejected. In the case that the Bidder is a JV, the Proposal 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.   3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. |
| 1. Submission and Opening of Proposals | |
| 1. Submission, Sealing and Marking of Proposals | * 1. Bidders may submit their Proposals by mail or by hand. When so specified in the PDS, Bidders shall have the option of submitting their Proposals electronically. Procedures for submission, sealing and marking are as follows:   2. Bidders submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, including alternative Proposals, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,” “ALTERNATIVE,” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. If there are discrepancies between the original and the copies, the original shall prevail. The rest of the procedure shall be in accordance with ITB 22.2 to ITB 22.6.   3. When so specified in the PDS, bidders shall have the option of submitting their proposals electronically.   4. The inner and outer envelopes shall   5. bear the name and address of the Bidder,   6. be addressed to the Employer in accordance with ITB 23.1, and   (c) bear the specific identification of this bidding process indicated in the PDS 1.1.  22.5 The outer envelopes and the inner envelopes containing the Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Proposal, in accordance with ITB 26.1.  22.6 The inner envelopes containing the Price Proposal shall bear a warning not to open until advised by the Employer in accordance with ITB 26.12. The sealed envelopes containing the Technical and Price Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Employer and bear the submission address, PD reference number, the name of the procurement process indicated in accordance with ITB 1.1, the Bidder’s name and the address in accordance with ITB 23.1, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Proposal Data Sheet]”.  22.7 Alternative Proposals, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 20 and ITB 21, with the inner envelopes marked in addition “ALTERNATIVE NO….” as appropriate.  22.8 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Proposal. In case that the PRICE PROPOSAL envelope is opened or not submitted at all, it will be considered a violation of the rules and shall cause the rejection of that Tender.  22.9 The Proposal or its modifications must be sent to the address indicated in the Proposal Data Sheet and received by the Employer no later than the deadline indicated in the Proposal Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Purchaser after the deadline shall be declared late and rejected, and promptly returned unopened. |
| 1. Deadline for Submission of Proposals | * 1. Proposals must be received by the Employer at the address and no later than the date and time indicated **in the PDS**. When so specified **in the PDS**, Bidders shall have the option of submitting their Proposals electronically. Bidders submitting Proposals electronically shall follow the electronic Proposal submission procedures specified **in the PDS, if the option of submitting proposals electronically is allowed in the PDS**.   2. The Employer may, at its discretion, extend the deadline for the submission of Proposals by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Proposals | * 1. The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITB 23. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Bidder. |
| 1. Withdrawal, Substitution, and Modification of Proposals | * 1. A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and 2. received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with ITB 23.    1. Proposals requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.    2. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder on the Letters of Technical Proposal and Price Proposal or any extension thereof. |
| 1. Proposal Opening | * 1. **Technical proposal opening**. The Employer shall open the Technical Proposals in public at the address, on the date, and time specified in the PDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic proposal opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the PDS. The Price Proposals will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Employer shall reject the entire Proposal.   2. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal 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 Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.   3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Bidder. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.   4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.   5. Next, all other envelopes marked “Technical PROPOSAL” shall be opened one at a time. All envelopes marked “PRICE PROPOSAL” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Proposal of the Bids. On opening the envelopes marked “Technical Proposal” the Employer shall read out: the name of the Bidder and whether there is a modification; and Alternative Proposal if applicable, the presence or absence of a Proposal Security, if required and any other details as the Employer may consider appropriate.   6. Only Technical Proposals and alternative Technical Proposals read out and recorded at proposal opening shall be considered for evaluation. Unless otherwise specified in the PDS, all pages of the Letter of Technical Proposal are to be initialed by at least three representatives of the Employer attending the proposal opening. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with ITB 24.1.   7. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITB 23.1).   8. Following the opening of the Technical Proposal of the Bid the Employer shall prepare a record that shall include, as a minimum:   - the name of the Bidder and whether there is a withdrawal, substitution, or modification;  - the presence or absence of a duly sealed envelope marked “PRICE PROPOSAL”;  - the presence or absence of a Proposal Security or Proposal-Securing Declaration;  - the presence or absence of the Technical Proposal Letter and the data of the Technical Proposal Letter;  - the presence or absence of the signed Technical specification  - if applicable, any Alternative Proposal - Technical Proposal and  - any other details as the Employer may consider appropriate;  26.9 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.  26.10 After the opening of Technical Proposals, the evaluation of the Technical Proposals will be conducted, in accordance with clause 30. ITB and Section 3 (Evaluation and Qualification Criteria), Point 1. Evaluation and Point 2. Qualification requirements. At the end of the evaluation of the Technical Proposals, the Employer will send a reasoned Decision on the qualification of the proposal to all bidders who sent proposals and publish it on it‛s web page, advising them the following:  -their Proposal was responsive to the Bidding Documents and met the minimum qualification requirements which makes that proposal as being qualified for award / their Proposal was not responsive to the Bidding Documents or did not meet the minimum qualification requirements which makes that proposal as being not-qualified for award with a statement of the reason(s) the Proposal (of the unsuccessful Bidder to whom the notification is addressed) was not responsive to the Bidding Documents or did not meet the minimum qualification requirements;  -provide information relating to the Bidder’s overall technical score, as well as scores obtained for each criterion and sub-criterion / provide information that their proposal was not technically scored, since being substantially nonresponsive or have been determined as being not-qualified for award;  -their Price Proposal will be opened at the public opening of Price Proposals / their Price Proposals will be returned unopened after completing the selection process and Contract signing;  -the expiry date of the Standstill Period; and  -instructions on how to submit a complaint during the standstill period.  Bidders determined in the process of evaluation of the Technical Proposals as have submitted a substantially responsive Technical Proposals and who have been determined as being qualified for award are the Bidders who meet the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission and who at the same time meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements as well as the requirements regarding the Proposal security.  All the bidders who meet the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission and who at the same time meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements as well as the requirements regarding the Proposal security, regardless of how many points they are awarded in the technical rated criteria, will be considered for Price proposal opening.  26.11 Between a reasoned Decision on qualification of the proposal sent to all bidders who submitted proposals and the opening of the price proposal, a standstill period shall apply.  Request for the protection of rights (complaint) disputing the actions the Contracting Authority has undertaken after the expiry of the deadline for submission of proposal may be filed by a Bidder who has an interest in obtaining a particular contract and who has been harmed or is at risk of being harmed by an alleged violation and is to be filed within 10 (ten) days from the day of publication of the Decision on qualification of the proposals of the Contracting Authority, on his web page as per ITB 47.1.  26.12 After distributing a reasoned Decision on qualification of the proposal to all bidders who sent proposals and publishing it on the Employer‛s web page and after expiration of the standstill period, if no request for the protection of rights have been submitted to the Employer in a timely manner, the Employer will send an invitation to all the Bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award regardless of how many points they are awarded in the technical rated criteria in writing to attend the opening of the Price Proposals notifying them of the date, time and location of the public opening of the Price Proposals. Bidders shall be given reasonable notice of the opening of Price Proposals.  **26.13 Price Proposal opening**. The Employer shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals and who have been determined as being qualified for award regardless of how many points they are awarded in the technical rated criteria, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.  26.14 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Price Proposal of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.  26.15 At this public opening the Price Proposals will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who submitted substantially responsive Technical Proposals and who have been determined as being qualified for award regardless of how many points they are awarded in the technical rated criteria will have their envelopes marked “PRICE PROPOSALS” opened at the second public opening. Each of these envelopes marked “PRICE PROPOSAL” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid – Price Proposal if applicable, and any other details as the Employer may consider appropriate.  26.16 Only envelopes of Price Proposals of Bids, Price Proposals of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Price Proposal and the Price Schedules are to be initialed by a representative of the Employer attending the Bid opening.  26.17 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “PRICE PROPOSAL” during the Price Proposal opening.  26.18 The Employer shall prepare a record of the Price Proposal Opening of the Bid opening that shall include, as a minimum:  (a) the name of the Bidder whose Price Proposal was opened;  (b) the Bid price, per lot (contract) if applicable, including any discounts,  (c) if applicable, any Alternative Bid – Price Proposal  (d) any other details as the Employer may consider appropriate.  26.19 The Bidders whose envelopes marked ‘PRICE PROPOSAL” have been opened or their 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 |
| 1. Evaluation and Comparison of Proposals | |
| 1. Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Employer on any matter related to its Technical and/or Price Proposal. Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41. Exceptions to this are where the Employer notifies Bidders of the results of the evaluation of the Technical Proposals.   2. Any effort by a Bidder to influence the Employer in the evaluation of the proposals or Contract award decisions may result in the rejection of its Proposal.   3. Notwithstanding ITB 27.2, from the time of Proposal opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing. |
| 1. Clarification of Proposals | * 1. To assist in the examination, evaluation, and comparison of the Technical and Price Proposals, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or prices in the Price Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Proposals, in accordance with ITB 32.   2. If a Bidder does not provide clarifications of its Proposal by the date and time set in the Employer’s request for clarification, its Proposal may be rejected. |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Proposals, 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   1. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. |
| 1. Examination of Technical Proposals; Responsiveness of Technical Proposal; Detailed Evaluation of Technical Proposals and Eligibility and Qualification of the Bidder | * 1. **Evaluation of Technical Proposals**. The Employer shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Proposal may be rejected.   2. The Employer shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.   (a) Letter of Technical Proposal;  (b) written confirmation of authorization to commit the Bidder;  (c) Proposal Security or Proposal-Securing Declaration, if applicable; and  (d) Technical Proposal in accordance with ITB 16.   * 1. The Employer’s determination of a proposal’s responsiveness is to be based on the contents of the Proposal itself, as defined in ITB 11.   2. A substantially responsive Technical Proposal 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 plant and services specified in the Contract; or  (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or  (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Proposals.  The requirements of the Bidding Document that will be considered in the process of evaluation of the Technical proposals in order to determine a substantially responsiveness of the Technical Proposal are the technical specifications and requirements of Section VII, Employer’s Requirements and the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security.   * 1. The Employer shall examine the technical aspects of the Proposal submitted in accordance with ITB 16, Technical Proposal, in particular to confirm that all requirements of Section VII, Employer’s Requirements have been met without any material deviation, reservation, or omission.   2. If a Proposal is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.   3. The Employer will carry out a detailed technical evaluation of the Proposals, to determine whether the technical aspects are in-compliance with the Bidding Document (to determine whether the Proposal is responsive to the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Bidding Document or have been determined as being not-qualified for award which is the proposal that does not meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security. The Proposal that does not meet minimum acceptable standards of completeness, consistency, and detail, and the specified minimum and/or maximum requirements for specified functional guarantees, will be treated as nonresponsive and hence rejected. To reach such a determination, the Employer will examine and compare the technical aspects of the proposals on the basis of the information supplied by the Bidders, taking into account the following: * overall completeness and compliance with the Employer’s Requirements; deviations from the Employer’s Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Proposal. The Proposal that does not meet minimum and/or maximum acceptable standards of completeness, consistency, and detail will be rejected for non-responsiveness; * type, quantity, and long-term availability of mandatory and recommended spare parts and maintenance services; and   - other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).  Provided that a Proposal is substantially responsive, the Employer may waive any nonconformities in the Proposal that do not constitute a material deviation, reservation, or omission.  Provided that a Proposal is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.   * 1. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.   2. The Employer shall determine to its satisfaction during the evaluation of Technical Proposals whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security.   3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15. Unless permitted in the PDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialist Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.   4. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Proposal. The Employer reserves the right to reject the proposal of any Bidder found to be in circumstances described in GCC 42.2.1(a). A negative determination shall result into the disqualification of the Proposal, in which event the Employer shall return the unopened Price Proposal to the Bidder.   5. The capabilities of the manufacturers and subcontractors proposed in its Proposal for the major items of plant and services to be used by a Bidder will also be evaluated for acceptability in accordance with Section III (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Proposal will not be rejected, but the Bidder will be required to propose, without changing its proposal price, an acceptable substitute manufacturer or subcontractor meeting the minimum technical specifications stated in Section 6 (Employer’s Requirements). If a Bidder does not provide an acceptable substitute manufacturer or subcontractor by the date and time set in the Employerʼs request for substitution of manufacturer or subcontractor, its Proposal may be rejected.   6. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.   7. Each responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal determined as being qualified for award which is the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security, will be given a technical score, applying the technical rated criteria, sub-criteria, and point system specified in the Proposal Data Sheet. There is no minimum technical score required to pass. Those proposals will then be ranked from the highest to the lowest total technical score.   All the Bidders who meet the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission and who at the same time meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements as well as the requirements regarding the Proposal security, regardless of how many points they are awarded in the technical rated criteria, will be considered for Price proposal opening.  At the end of the evaluation of the Technical Proposals, the Employer will send a reasoned Decision on the qualification of the proposal to all bidders who sent proposals and publish it on its web page and on Public Procurement Portal, advising them the following:  -their Proposal was responsive to the Bidding Documents and met the minimum qualification requirements which makes that proposal as being qualified for award / their Proposal was not responsive to the Bidding Documents or did not meet the minimum qualification requirements which makes that proposal as being not-qualified for award with a statement of the reason(s) the Proposal (of the unsuccessful Bidder to whom the notification is addressed) was not responsive to the Bidding Documents or did not meet the minimum qualification requirements,;  -provide information relating to the Bidder’s overall technical score, as well as scores obtained for each criterion and sub-criterion / provide information that their proposal was not technically scored, since being substantially nonresponsive or have been determined as being not-qualified for award;  -their Price Proposal will be opened at the public opening of Price Proposals / their Price Proposals will be returned unopened after completing the selection process and Contract signing;  -the expiry date of the Standstill Period; and  -instructions on how to submit a complaint during the standstill period.  Request for the protection of rights (complaint) is to be submitted in accordance with the provision 47.1 ITB and PDS. |
| 1. Evaluation of Price Proposal; Nonmaterial Nonconformities; | * 1. **Evaluation of Price Proposal**. All the Bidders who meet the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission and who at the same time meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements as well as the requirements regarding the Proposal security, regardless of how many points they are awarded in the technical rated criteria, will be considered for Price proposal opening. Provided that a Proposal is substantially responsive, the Employer may waive any nonconformities in the Proposal that do not constitute a material deviation, reservation, or omission.   2. Provided that a Proposal is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.   3. Provided that a Proposal is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal 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 PDS**. |
| 1. Correction of Arithmetical Errors | * 1. During the evaluation of Price Proposals, the Employer shall correct arithmetical errors on the following basis:  1. where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; 2. where there are errors between the total of the amounts of Schedules and the amount given in Grand Summary, the former shall prevail, and the latter will be corrected accordingly; and 3. 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.    1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Proposal. |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Proposal shall be converted into a single currency as specified **in the PDS.** |
| 1. Margin of Preference | * 1. No margin of domestic preference shall apply. |
| 1. Detailed Evaluation of Price Proposals | * 1. To evaluate a Price Proposal, the Employer shall consider the following:  1. the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedule; 2. price adjustment for correction of arithmetic errors in accordance with ITB 32; 3. price adjustment due to discounts offered in accordance with ITB 17.11; 4. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3; 5. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and 6. the evaluation factors specified in the PDS and in Section III, Evaluation and Qualification Criteria.   Each responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security, regardless of how many points they are awarded in the technical rated criteria, will be given a price score, applying the price rated criteria, sub-criteria, and point system specified in the Proposal Data Sheet.   * 1. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.   2. If price adjustment is allowed in accordance with ITB 17.7, 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 Proposal evaluation.   35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the most economically advantageous proposal of the lot (contract) combinations, including any discounts offered in the Letter of Price Proposal, is specified in Section III, Evaluation and Qualification Criteria. |
| 1. Comparison of Proposals | * 1. The Employer shall use the criteria and methodologies listed in this clause. No other evaluation criteria or methodologies shall be permitted. The Employer shall use the criteria and methodology of Most Economically Advantageous Proposal (MEAT).   2. In the case of MEAT, the total score is calculated by addition of the technical and price scores as per the formula and instructions in the Proposal Data Sheet. The proposals will then be ranked from the highest to the lowest total score. The Most Economically Advantageous Proposal is the Proposal that achieves the highest combined technical and price scores. |
| 1. Abnormally Low Proposals | * 1. An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Proposal Price.   2. In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Proposal price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.   3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Proposal. |
| 1. Unbalanced or Front Loaded Proposals | * 1. If the Proposal that is evaluated as the Most economically advantageous proposal is, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.   2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may:      1. accept the Proposal; or      2. if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or      3. reject the Proposal. |
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| 1. Employer’s right to Accept Any Proposal and to Reject Any or All Proposals | * 1. The Employer reserves the right to accept or reject any Proposal, and to annul the Bidding process and reject all Proposals at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Bidders. |
| 1. Standstill Period | * 1. The Contract shall not be awarded and the financial offer shall not be opened earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Days in accordance with ITB 47.1 and PDS 47.1. The Standstill Period commences the day after the Employer having published the Decision on qualification of the proposals or Contract Award Decision or decision on discontinuation of the procedure on the Employer‛s web page. |
| 1. Notification of Intention to Award | * 1. The Employer 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:  1. the name and address of the Bidder submitting the successful Proposal; 2. the Contract price of the successful Proposal; 3. the names of all Bidders who submitted Proposals, and their Proposal prices as readout, and as evaluated; 4. the overall combined technical and price scores and scores assigned for each criterion and sub-criterion to each Bidder; 5. the final combined scores and the final ranking of the Bidders; 6. a statement of the reason(s) the Proposal (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 7. the expiry date of the Standstill Period; and 8. instructions on how to submit a complaint during the standstill period. |
| 1. Award of Contract | |
| 1. Award Criteria | 42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Proposal has been determined to be the Most Economically Advantageous Proposal. The Bidder with the Most Economically Advantageous Proposal, is the Bidder whose Proposal achieves the highest combined technical and price scores as per ITB 36.2. |
| 1. Notification of Award | * 1. Prior to the expiration of the Proposal Validity Period, and upon expiry of the Standstill Period, specified in ITB 40.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).   2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:  1. name and address of the Employer; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of all Bidders that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated; 4. names of all Bidders whose Proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and 6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in PDS ITB 45.1.    1. The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in OJEU.    2. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| 1. Inspection of documents | 44.1 After having published the Decision on qualification of the proposals or Contract Award Decision or decision on discontinuation of the procedure, the bidders are allowed to ask for inspection of documents in accordance with article 149. of the Law on Public Procurement of the Republic of Serbia 91/2019. The Employer shall be obliged to protect confidential data in line with the provisions of the Law on Public Procurement of the Republic of Serbia. Bidders shall, in their bid,mark as confidential information, in compliance with the law governing the protection of business secrets, or those that are confidential in terms of the law governing the confidentiality of data, including but not limited to the technical or business secrets. Bidder shall indicate the legal basis pursuant to which the information referred to in previous paragraph is designated as confidential and explain the reason of confidentiality. The bidder shall not mark as confidential the declaration and information of fulfilment of the criteria for the qualitative selection of the bidders, the catalogues, the offered price and price elements, as well as other information related to the contract award criteria and the conditions for performance of the contract. Only upon agreement of bidder participating in the public procurement procedure may employer reveal to other participants the confidential information communicated by the bidder concerned, whereby such agreement shall be given with reference to individually specific information and shall not take the form of a general waiver. |
| 1. Signing of Contract | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the PDS, 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.   2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within two (2) days of its receipt.   3. Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its Proposal, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contact 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 Plant and Installation Services under the terms of the Contract. |
| 1. Performance Security | * 1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions GCC 13.3, subject to ITB 38, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. 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 Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.   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 Proposal Security. In that event the Employer may award the Contract to the Bidder offering the next Most Economically Advantageous Proposal. |
| 1. Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the PDS. |

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| Section II - Proposal Data Sheet  The following specific data for the Facilities 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. | | | |
| **A. General** | | | |
| **ITB 1.1** | | The reference number of the Procurement Notice – Tender Documents (TD) is: **IOP/40-2021/RD**  The Employer is: **Public Investment Management Office**  The name of the Tender Documents (TD) is: **Proposals from eligible Bidders for Procurement of National Center for Production of Positron Radiopharmaceuticals and two PET/CT camera with associated equipment, design, construction works, installation, fitting (turnkey) and commissioning.** The name, identification, and number of lots**: This bidding procedure is not organized in lots.** | |
| **ITB 2.1** | | The Borrower is: **The** **Republic of Serbia**  The name of the Project is: **Public Sector Research and Development** | |
| **B. Bidding Document** | | | |
| **ITB 7.1** | | For **Clarification of Proposal purposes** only, the Employer’s address is:  To submit clarification requests, use this <https://forms.office.com/r/bpRznKR419> (click the blue underlined text).  Employer’s address is:  Kancelarija za upravljanje javnim ulaganjima  Attention: **no. 22-26, Nemanjina street**  City: **11000 Belgrade**  Country: **The Republic of Serbia**  Facsimile number: **+381 11 3617-737**  Electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)  Itshould be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder and should bear the following identification mark (subject): **IOP/40-2021/RD**  **The Employer will consolidate all the requests for clarification received from the Bidders and will published them with answers (i.e the description of the inquiry but without identifying its source)** **on the following website:** <http://www.obnova.gov.rs/english/public-procurement>  **The Bidders shall have to check regularly the above website for clarification the Bidding Documents.**  **The amendments to the Bidding Documents will be published on the**  **following website** <http://www.obnova.gov.rs/english/public-procurement>  **The Bidders shall have to check regularly the above website for amendments to the Bidding Documents.** | |
| **ITB 7.6** | | A site visit conducted by the Employer *shall be* organized. All parties interested for this public procurement procedure will be duly informed in writing about the date and location of a site visit, by publishing a relevant notification on the following website: <http://www.obnova.gov.rs/english/public-procurement>  If necessary, the Employer shall organize a pre-tender meeting of which, the date and location of a pre-tender meeting, all parties interested for this public procurement procedure will be duly informed in writing, by publishing a relevant notification on the following website: <http://www.obnova.gov.rs/english/public-procurement>  A site visit and a pre-tender meeting will be organized during the period for submission of proposals so that leave enough time to all parties interested for this public procurement procedure to submit requests for qualification in order to get all information that may be necessary for preparing the Proposal and entering into a Contract for the provision of Plant and Installation Services. | |
| **ITB 7.8** | | Web page: <http://www.obnova.gov.rs/english/public-procurement> | |
| **C. Preparation of Proposals** | | | |
| **ITB 10.1** | | The language of the proposal is: **English**  All correspondence exchange shall be **in English**  Language for translation of supporting documents/documentary evidences and printed literature is **English or Serbian, except for documents and evidences made in Serbian or issued by the relevant authority in Serbian language.** | |
| **ITB 11.3** | | **The Bidders shall attach tender documents in the Technical Proposal in order as follows:**   1. Written confirmation authorizing the signatory of the Proposal 2. Bidder Information Form 3. Proposal Security 4. Letter of Technical Proposal 5. Technical Specifications 6. A copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement. The JV agreement will be delivered with no financial information or if it contains any financial information, such information should be marked so to be hidden and not disclosed.; 7. Covenant of Integrity, Social and Environmental Covenant - It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and / or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and / or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct. 8. Other Bidding Forms 9. All other documents defined by tender documents | |
| **ITB 11.3 (l)** | | The Bidder shall submit the following additional documents in its Technical Proposal:  **Not applicable** | |
| **ITB 11.4 (e )** | | The Bidder shall submit the following additional documents in its Price Proposal:  Not applicable | |
| **ITB 13.1** | | Alternative Proposals **shall not be** considered. | |
| **ITB 13.2** | | Alternative Time for Completion **is NOT invited.** | |
| **ITB 17.4** | | Named place (Final destination -Project Site): The Clinical Centre of Serbia complex, Belgrade. | |
| **ITB 17.6** | | The Incoterms edition is **the latest edition published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France the official web site at** <http://www.iccwbo.org/index_incoterms.asp> | |
| **ITB 17.7** | | The prices quoted by the Bidder **shall not**be subject to adjustment during the performance of the Contract. | |
| **ITB 18.1** | | The Bidder **is not**required to quote in the currency of the Employer’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency. | |
| **ITB 18.2** | | The currency of the bid is European Economic and Monetary Union Euro (EUR), United States Dollar (USD) or Serbian Dinar (RSD).  Payments shall be made to the Contractor’s account in currency of the bid if the contractor is not a resident of the Republic of Serbia.  Resident of the Republic of Serbia who bids in EUR or USD shall be paid in RSD according to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice.  Prices expressed in other will be converted into EURO at the exchange rate indicated and date indicated ITB 33.1. | |
| **ITB 19.1** | | The proposal validity period shall be **120** days. | |
| **ITB 20.1** | | A Proposal Security ***shall be*** required.  A Proposal-Securing Declaration ***shall not be*** required.  **All Proposals must be accompanied by a bank guarantee for Tender Security to be submitted in the amount of 300.000 EUR**. For the Tenderer from the Employer’s Country: Payable in RSD at the middle exchange rate of The National Bank of Serbia on the day invoking of the guarantee. | |
| **ITB 21.1** | | In addition to the original of the proposal, the number of copies is**: 1, plus 1 CD with electronic copy of the proposal** (all documents in PDFformat apart from the Price Schedules which should be in Excel). | |
| **ITB 21.2** | | The Tenderer shall attach to the Proposal the **Power of Attorney in a written form** authorizing the signatory of the Proposal. | |
| **ITB 22.2** | | The Bidder must submit:  (a) Technical Proposal: one (1) original and one (1) copies in hardcopy for as well as 1 (one) CD ROM;  (b) Price Proposal: one (1) original and one (1) copies in hardcopy as well as 1 (one) CD ROM. | |
| **ITB 22.3** | | Bidders doesn't have the option of submitting their proposals electronically. | |
| **D. Submission and Opening of Proposals** | | | |
| **ITB 23.1** | | For **Proposal submission purposes** only, the Employer’s address is:  Attention: **Administration for Joint Services of the Republic Bodies registry**  Street Address: **no. 22-26, Nemanjina street,**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia**  **The deadline for proposal submission is:**  Date: **September 17, 2021**  Time: **not later than 11 a.m. by local time** | |
| **ITB 26.1** | | The proposal opening of Technical Proposals shall take place at:  Street Address: **no. 58, Krunska street**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia**  Date: **September 17, 2021**  Time: **11.30 a.m. by local time** | |
| **ITB 26.6** | | The Letter of Technical Proposal shall be initialed by representatives of the Employer conducting Proposal opening*.* | |
| **ITB 26.12** | | Following the completion of the evaluation of the Technical Proposals, the Employer will notify all the Bidders who have submitted substantially responsive Technical Proposals of the location, date and time of the public opening of Price Proposals. | |
| **ITB 26.16** | | The Letter of Price Proposal and Price Schedules shall be initialed by representatives of the Employer attending the Price Proposal opening. | |
| **E. Evaluation, and Comparison of Proposals** | | | |
| **ITB 30.14** | | Criteria, sub-criteria, and point system for the evaluation of the Technical Proposal are:  When evaluating the Technical proposals received, each Technical proposal being determined as responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security, shall be assigned a certain number of technical points on the basis of the evaluation of the following characteristics:   | **No.** | **Mark** | **Description of the characteristic** | **Maximum number of points** | | --- | --- | --- | --- | | 1 | B1 | Maximum energy of the proton beam of the offered cyclotron. The minimum acceptable energy is 15 MeV (Letter of Technical Proposal) | 13 | | 2 | B2 | Maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons. The minimum acceptable current is 150 μA (Letter of Technical Proposal) | 12 | | 3 | B3 | The number of ports for the targets of the offered cyclotron (Letter of Technical Proposal) | 10 | | 4 | B4 | The guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the radiopharmaceutical FDG after one hour of operation of the offered cyclotron and the offered target. The minimum acceptable value is 185 GBq‧h-1. (Letter of Technical Proposal) | 5 | | 5 | B5 | The guaranteed corrected radio-chemical yield (%) of the radiopharmaceutical FDG (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the offered module for synthesising FDG. The minimum acceptable value is 60%. (Letter of Technical Proposal) | 5 | | 6 | B6 | The number of relevant references of the Bidders pertaining to the delivery of a cyclotron of the same energy level as the subject of the proposal (Letter of Technical Proposal) | 5 | | 7 | Btt | The total number of technical points | 50 |   On the basis of each proposal received and declared substantially responsive and determined as being qualified for award, the Bidding Commission shall award each characteristic a corresponding number of technical points, following which it shall calculate the total number of points of Technical Proposal (Btt) according to the formula given below:  **Btt = B1 + B2 + B3 + B4 + B5 + B6**  **When calculating each individual point, their numerical values shall be rounded off to two decimal places.**  **Determining the B1 points**  The number of points to be awarded on the basis of the maximum energy of the proton beam of the cyclotron on offer shall be calculated based on the following formula:  **B1 = 13 × Eo/Eom,**  where:  **B1** stands for the number of points awarded on the basis of the maximum energy of the proton beam of the cyclotron on offer,  **Eo** stands for the maximum energy of the proton beam of the cyclotron on offer, and  **Eom** stands for the highest maximum energy of the cyclotron proton beam offered among substantially responsive Bidders.  **Determining the B2 points**  The number of points to be awarded on the basis of the maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons shall be calculated based on the following formula:  **B2 = 12 × Co/Com,**  where:  **B2** stands for the number of points awarded on the basis of the maximum proton current that the cyclotron on offer delivers,  **Co** stands for the maximum proton current of the cyclotron on offer, and  **Com** stands for the highest-level maximum proton current offered among substantially responsive Bidders.  **Determining the B3 points**  The number of points to be awarded on the basis of the number of ports for the targets of the cyclotron on offer shall be calculated based on the following formula:  **B3 = 10× Np/Npm,**  where:  **B3** stands for the number of points awarded on the basis of the number of ports for the targets that the cyclotron on offer has,  **Np** stands for the number of ports for the targets of the cyclotron on offer, and  **Npm** stands for the greatest number of ports for the targets offered among substantially responsive Bidders.  **Determining the B4 points**  The number of points to be awarded on the basis of the guaranteed practical yield of the radionuclide 18F– shall be calculated based on the following formula:  **B4 = 5 × Yf/Yfm,**  where:  **B4** stands for the number of points awarded on the basis of a guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be produced and transferred into the module for synthesising the FDG radiopharmaceutical after one hour of operation of the cyclotron on offer and the corresponding targets,  **Yf** stands for the guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the FDG radiopharmaceutical after one hour of operation of the cyclotron on offer and the corresponding targets, and  **Yfm** stands for the maximum guaranteed practical yield of 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the FDG radiopharmaceutical of the cyclotron and the corresponding targets offered among substantially responsive Bidders.  **Determining the B5 points**  The number of points to be awarded on the basis of the guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (the yield reduced to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer shall be calculated based on the following formula:  **B5 = 5 × Yf/Yfm,**  where:  **B5** stands for the number of points to be awarded on the basis of the guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (%) (the yield reduced to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer,  **Yf** stands for the corrected radiochemical yield of the FDG radiopharmaceutical (%) (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer, and  **Yfm** stands for the maximum guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (%) (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the module for the synthesis of FDG offered among substantially responsive Bidders.  **Determining the B6 points**  The Bidding Commission shall evaluate the references quoted, and shall take into consideration only those that are relevant, that is, those which pertain to centres for the production of radiopharmaceuticals used in PET where there are cyclotrons installed that were obtained from the same supplier referred to in the proposal, which have the same maximum energies as the cyclotron referred to in the proposal. The number of points to be awarded on the basis of the relevant references shall be calculated based on the following formula:  **B6 = 5 × Rr/Rrm,**  where:  **B6** stands for the number of points awarded on the basis of relevant references given by the Bidder,  **Rr** stands for the number of relevant references given by the Bidder in question, and  **Rrm** stands for the maximum number of relevant references given by among substantially responsive Bidders.  **There is no minimum technical score required to pass to the next stage on the procurement process – opening of price proposals.** | |
| **ITB 33.1** | | The currency that shall be used for Proposal evaluation and comparison purposes to convert (at the selling exchange rate) all Proposal prices expressed in various currencies into a single currency is: **EUR**.  The source of exchange rate shall be: middle exchange rate of the National Bank of Serbia,<http://www.nbs.rs>  The date for the exchange rate shall be*:* deadline for the receipt of proposals as specified for ITB Clause 23.1 or amended if applicable as per ITB 23.2 | |
| **ITB 35.1** | | Criteria, sub-criteria, and point system for the evaluation of the Price Proposal are:  When evaluating the Price proposals received, each Price proposal being determined as responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security regardless of how many points they are awarded in the technical rated criteria, shall be assigned a certain number of price points on the basis of the evaluation of the following characteristics:   | **No.** | **Mark** | **Description of the characteristic** | **Maximum number of points** | | --- | --- | --- | --- | | 1 | B7 | The total offered price quoted in the proposal (Letter of Price Proposal) | 50 | | 2 | Btp | The total number of price points | 50 |   On the basis of each proposal received and declared substantially responsive and determined as being qualified for award, the Bidding Commission shall award each characteristic a corresponding number of price points, following which it shall calculate the total number of points of Price Proposal (Btp) according to the formula given below:  **Btp = B7**  **When calculating each individual point, their numerical values shall be rounded off to two decimal places.**  **Determining the B7 points**  The number of points to be awarded on the basis of the total price of the proposal shall be calculated based on the following formula:  B7 = 50 × Plo/Po,  where:  B7 stands for the number of points awarded on the basis of the price offered,  Plo stands for the lowest price offered among substantially responsive Bidders, and  Po stands for the price offered by the Bidder in question. | |
| **ITB 36.2** | | The total score is calculated by addition of the total technical and price scores as per the formula and instructions in the Proposal Data Sheet. The Most Economically Advantageous Proposal is the Proposal that achieves the highest combined technical and price scores. Proposals are ranked according to their combined total technical (Btt) and total price (Btp) scores using the formula:  Bt = Btt+Btp (Bt = total number of points; Btt= the total number of points given to the Technical Proposal; Btp= the total number of points given to the Price Proposal). | |
| **ITB 45.1** | | The successful Bidder shall not submit the Beneficial Ownership Disclosure Form. | |
| ITB 47.1 | | Procedure for the appeal from Bidders:  In accordance with the AMENDMENT AGREEMENT IN RELATION TO THE FINANCE CONTRACTS 23.761, 24.745, 25.002, 25.198, 25.497, 25.610, 25.872, 81.657AND 82.640 BETWEEN THE REPUBLIC OF SERBIA AND THE EUROPEAN INVESTMENT BANK ("Off. Herald of RS - Treaties", No. 11/2017) and with the Guide to Procurement for projects financed by the EIB (September 2018).  Time limits and manner of submission of request for the protection of rights (complaints) with the instruction for fee payment.  The procedure for the protection of rights (complaints) is regulated by the Serbian Public Procurement Law ("Official Gazette of the RS”, No. 91/19; hereinafter: the Public Procurement Law of the Republic of Serbia), as well as by the Annex 8 PROCUREMENT COMPLAINTS PROCEDURES, A. Complaints against Promoters' actions, of the Guide to Procurement for projects financed by the EIB (September 2018).  Article 6, sub-paragraph 6.04 of the Financial Agreement (Research and Development) between the Republic of Serbia and the European Investment Bank (FIN 25.49 (RS) - SERAPIS No. 2009-0283), amended to reflect Article 2 of the Agreement on Amendments to Financial Agreements 23.762, 24.745, 25.002, 25.198, 25.472, 25.610, 25.872, 81.657 and 82.640, for which the Decree promulgating the Law on Ratification was published in the “Official Gazette of RS - International Treaties”, No. 11/17, specifies that a review of legal remedies and associated procedures, as provided for in Serbian law, shall be available to any party who has an interest in obtaining a particular contract and who has been harmed or is at risk of being harmed by an alleged violation.  Request for the protection of rights (complaint) may be filed by a Bidder, applicant, candidate, i.e. interested person who has an interest in obtaining a particular contract and who has been harmed or is at risk of being harmed by an alleged violation.  The request for the protection of rights (complaint) is submitted directly by e-mail to the e-mail: procurement.rd@pim.gov.rs or by fax at +381 11 3617-737 or by registered post with a return receipt at the address:  Public Investment Management Office  no.22-26 Nemanjina street, Belgrade, Serbia  Republic of Serbia.  The bidder is required to send a copy of the request for the protection of rights (complaint) to the Republic Commission for the Protection of Rights in Public Procurement Procedures by registered post with a return receipt at the address:  Republic Commission for the Protection of Rights in Public Procurement Procedures  no.22-26 Nemanjina street, Belgrade, Serbia  Republic of Serbia. .  The request for the protection of rights (complaint) can be filed in the course of the whole public procurement procedure, except otherwise stipulated by the Law on Public Procurement of the Republic of Serbia, and the latest within (10) ten days from the notification of the Contracting Authority’s web page on the termination of the public procurement procedure. The request for the protection of right (complaint) disputing actions of the Contracting Authority in relation with setting certain type of the procedure, content of the public call and Tender Documentation shall be deemed timely if received at the latest 3 (three) days before the expiry of the deadline for the submission of proposal, irrelevant of the way of service. The request for the protection of rights (complaint) disputing the actions the Contracting Authority has undertaken after the expiry of the deadline for submission of proposal is to be filed within 10 (ten) days from the day of publication of the Decision of the Contracting Authority, Decision on qualification of the proposals or Contract Award Decision or Decision on discontinuation of the procedure, on his web page. After the expiry of the deadline for the submission of the request for the protection of rights (complaint), the Applicant cannot correct his request by presenting reasons regarding the action subject of disputing in the filed request or disputing any other actions of the Contracting Authority he was or could have been aware of before the expiry of the deadline for the submission of request for the protection of rights (complaints), which he failed to state in the filed request. The request for the protection of rights (complaint) cannot be used to dispute actions undertaken by the Contracting Authority in the public procurement procedure if the Applicant knew or could have known the reasons for his submission before the expiry of the deadline for submission of requests, and the Applicant failed to do so before the expiry of the deadline. If the request for the protection of rights (complaint) was refiled by the same Applicant within the same public procurement procedure, such request cannot dispute any actions of the Contracting Authority the Applicant was aware or could have been aware of at the time of filing the previous request. The subject of disputing in the public procurement procedure can be possible faults or irregularities in documentation of procurement which were not indicated before. By filing the request for the protection of rights the Contracting Authority shall stay the continuation of the public procurement procedure. Submitting a request for protection of rights suspends the public procurement procedure by the contracting authority until the procedure of protection of rights is completed.  The contracting authority shall within five working days from the day of receipt of the procedurally compliant request for protection of rights: 1) in case it deems the allegations grounded, reach a decision to accept the request for protection of rights and cancel the public procurement procedure in part, in which it will respond to all allegations of the request for protection of rights and deliver the decision to the applicant, tenderers and the Republic Commission within three days from the day the decision was taken, or 2) in case it believes that the groundedness of the allegations may result in cancelling the public procurement proceedings entirely or if it considers the allegations are not grounded, deliver to the Republic Commission a response with a statement regarding all the allegations in the request for protection of rights and a complete documentation from the public procurement procedure, for the sake of reaching a decision regarding the request for protection of rights, and provide a copy of the response to the applicant.  The request for the protection of rights (complaint) contains the data referred to under Article 217 of the Law on Public Procurement of the Republic of Serbia:  1) name and address of the Applicant and contact person;  2) name and address of the Contracting Authority;  3) data on the public procurement which is the subject of the request, i.e., on the Contracting Authority’s decision;  4) facts and evidence of violations of regulations referred to in Article 204, paragraph 1. of the Law on Public Procurement of the Republic of Serbia;  5) signature of the Applicant.  If the Applicant undertakes his action in the procedure via his proxy, he should file the adequate power of attorney along with the request for the protection of rights (complaint). The Applicant with his domicile or residence, i.e., registered seat abroad, is obliged to appoint along with his request for the protection of rights (complaint) his proxy authorised to receive writs in the Republic of Serbia, stating all the data necessary for the communication with the indicated person. When filing the request for the protection of rights (complaint) before the Contracting Authority, the Applicant is obliged to file evidence on paid fee. The evidence is considered any document proving the transaction was executed amounting to the amount referred to under Article 225 of the Law on Public Procurement of the Republic of Serbia and that it refers to the subject request for the protection of rights.  The Applicant who filed the request for the protection of rights (complaint) is obliged to transfer the fee to a specified account of the Republic of Serbia in the amount of RSD 120,000.00, in case the request for the protection of rights disputes the actions of the Contracting Authority regarding setting the type of procedure, content of the public call and Tender Documentation, irrelevant of the value of the public procurement.  In case the request for the protection of right (complain) disputes the actions undertaken by the Contracting Authority after the expiry of the deadline for the submission of proposal, the Applicant is obliged to transfer the fee to a specified account of the Republic of Serbia in the amount of:  1) RSD 120,000 if the estimated value of the public procurement does not exceed RSD 120,000,000,  2) RSD 120,000 if the sum of the estimated value of all disputed Lots does not exceed RSD 120,000,000, if the public procurement is organised per Lots,  3) 0.1% of the estimated value of the public procurement, if that value exceeds RSD 120,000,000, and at the most RSD 1,200,000,  4) 0.1% of the sum of the estimated value of all disputed lots, if the public procurement is organised per Lots, if that value exceeds RSD 120,000,000, and at the most RSD 1,200,000.  For the Tenderers from the Employer’s Country: The Claimant is obliged to pay the fee to the following account: Current account: 840-30678845-06, Model: 97, Call number: 50-016 Recipient: Budget of the Republic of Serbia.  For the Bidders who have registered seat in another state: The Claimant is obliged to pay a fee on the account of the budget of the Republic of Serbia, in accordance to the instruction posted on the web site of the Republic Commission for the Protection of Rights in Public Procurement Procedures: http://kjn.rs/en/, part "Instruction For Fee Payment", (http://kjn.rs/en/instructions-for-fee-payment), part „Payment from abroad“.In case of the procedure for the protection of rights (complaint) initiated by the Bidders who have registered seat in another state, all the documentation regarding the procedure for the protection of rights submitted by that Bidder, must be submitted with the translation into the Serbian language certified by the official court interpreter for the English language. | |
|  | |

**Section III - Evaluation and Qualification Criteria**

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

The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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**THE CRITERIA AND THE MANNER OF EVALUATION (SCORING) THE PROPOSALS**

The Employer shall use the criteria and methodologies listed in this Section to evaluate Proposals. By applying the criteria and methodologies, the Employer shall determine the Most Economically Advantageous Proposal. This is the Proposal of the Bidder that meets the qualification criteria (qualified for the award of the contract) and whose Proposal has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the Proposal that achieves the highest combined technical and price scores.

1. Evaluation

Evaluation process will include two stages: The evaluation of Technical Proposals and the evaluation of Price Proposals.

The evaluation of Technical Proposals will be done in accordance with clause 30. ITB in the following manner:

* Determining on the pass/fail basis whether the proposals are responsive to the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission;
* Determining on the pass/fail basis whether the proposals meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security;
* A substantially responsive Proposal is a Proposal determined responsive to the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission which at the same time is being qualified for award, i.e meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Bidding Document or have been determined as being not-qualified for award which is the proposal that does not meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security.
* Each substantially responsive Proposal which is at the same time being qualified for award will be given a technical score, applying the technical rated criteria, sub-criteria, and point system specified in the Proposal Data Sheet. There is no minimum technical score (Btt) required to pass. Those proposals will then be ranked from the highest to the lowest total technical score.

All the Bidders who meet the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission and who at the same time meet the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements as well as the requirements regarding the Proposal security, regardless of how many points they are awarded in the technical rated criteria, will be considered for Price proposal opening.

The evaluation of Price Proposals will be done in accordance with clause 35. ITB in the following manner:

Each substantially responsive Proposal which is at the same time being qualified for award, after the opening of Price Proposals, will be given a price score, applying the price rated criteria, sub-criteria, and point system specified in the Proposal Data Sheet.

The Employer shall award a public procurement contract based on the application of the “criteria and methodology of Most Economically Advantageous Proposal (MEAT).

In the case of MEAT, the total score is calculated by addition of the technical and price scores as per the formula and instructions in the Data Sheet. Those proposals will then be ranked from the highest to the lowest total score. The Bidder with the Most Economically Advantageous Proposal is the Proposal that achieves the highest combined technical and price scores.

If two or more Bidders receive the same number of points, the Bidder who offers a lower price of the tender shall be recommended for award over the other(s).

If the Employer, based on the application of the reserve criterion, cannot pass the Decision on awarding the contract, the most favourable proposal shall be selected by applying another reserve criterion – “drawing out of a hat”.

2. Qualification Requirements

2.1 Legal Capability – Eligibility (General)

**This provision applies to bidders, to ALL members in a joint venture/consortium and to all subcontractors.**

**Bidders, members in a joint venture/consortium and the subcontractors will be excluded from participation in the procurement procedure if not meet the following requirements:**

* The Bidder is registered with the competent body, or it is entered in the appropriate register;
* The Bidder or its legal representative has NOT been convicted for any criminal act as members of an organized criminal group; that it has NOT been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
* The Bidder has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory;
* The Bidder fulfils obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it at time of the submission of the proposal has not a ban/bans in force on performing economic activities and that it does guarantee that it holds the rights to intellectual property.
* It has been shown that, concerning some other tender procedure or donation awarded procedure under EU general budget, there has not been a serious breach of contract due to not fulfilling its contract obligations from the Bidder’s side. Contracting authorities may exclude from participation in a procurement procedure a Bidder which has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. Bidder under this situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure;

**Documentary evidence:**

Bidder must provide evidence, by common law countries in which they are established, that they fulfil the above-mentioned requirements. Date of evidence submitted papers must not be older than **60 days** before the date of the announcement of the Public Invitation. If there is any doubt about those facts, the Bidder is obliged to submit documentary evidence to demonstrate the abovementioned.

For **the Bidders from the Employer’s Country** the evidences are documents as specified below:

1. Excerpt from register of the relevant authority, which proofs that Bidder is registered with the competent body, or entered in the appropriate register;
2. Certificate of the competent court that Bidder or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.
3. Certificate of the Tax Administration of the Ministry of Finance of the Republic of Serbia and a Certificate of the Local Self-Government Unit – Public Revenue Office about taxes and contributions paid.
4. Statement under penalty and material responsibility that the tenderer states that he respected the rules under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that the tenderer at the time of the submission of proposal has no ban in force on performing economic activities, and that it guarantees that it holds the rights to intellectual property.

Bidders registered in Register of Bidders, whose functioning is entrusted to Serbian Business Register Agency, according to Public Procurement Law of Serbia, shall be considered fulfilling abovementioned requirements covered with the documentary evidence under point 1), 2) and 3) and no related documentary evidences should be submitted.

All abovementioned evidences may be submitted as uncertified copies. Employer keeps right to ask for original evidences if deemed necessary.

For **the Bidders who are not from the Employer’s Country** the evidences are documents as specified below:

1. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity;
2. the Contracting Authority will accept a recent extract from the relevant register, such as the judicial record or, failing that, a recent equivalent document issued by a competent judicial or administrative authority in the country of origin or the country where the Bidder is established showing that the requirements under point 2.1. Legal Capability paragraph 2, hyphen 2 are satisfied;
3. A certificate issued by the competent authority in country of origin or country concerned showing that the Bidder has paid due taxes and other public charges in accordance with laws of the country of origin or country concerned if its registered address is in its territory;
4. Statement under penalty and material responsibility that the tenderer states that he respected the rules under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that the tenderer at the time of the submission of proposal has no ban in force on performing economic activities, and that it guarantees that it holds the rights to intellectual property.

Where no such document or certificate is issued in the country concerned or where these do not cover all the cases specified above, it may be replaced by a sworn/solemn statement made before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or country where the tenderer is established.

Whenever one candidate, tenderer or applicant, due to its nature or the legal provisions for the given issue in the state where it is registered (for instance, national public administrations and international organizations), cannot fall into some of the categories above and/or cannot provide the documents indicated above, a simple declaration explaining their situation will suffice.

2.2 Legal Capability – Eligibility (Specific)

**Bidders must meet the following requirements:**

* **2.2 (a) The offered medical devices must be registered in ALIMS -R. Serbia or have a CE certificate, if the device is not registered with ALIMS at the time of the proposal submission.**
* **The Alims R is needed for all medical devices that is the subject of the tender-cyclotron and pet/CT as a main equipment and all additional medical devices. Medical device is defined by the LAW ON MEDICAL DEVICES (“Official Gazette of RS”, No. 105/2017), in Article 2**

For offered medical devices it is necessary to submit evidence (of current valid registration in ALIMS -R. Serbia (License).

If the device is not registered with ALIMS at the moment of the proposal submission the Bidder is obliged to submit CE certificate. If an ALIMS registration nor a CE certificate is not presented, a proposal will be rejected.

The condition for signing the contract is ALIMS registration for each medical device. The successful Bidder would be given sufficient period of time (it’s estimated that the process will last maximum 2 months) from the day award decision becomes final to submit ALIMS registration for those devices that are not registered at the moment of proposal submission.

**The licences will be sought only from the successful Bidder and the successful Bidder will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licences not caused by the successful Bidder.**

The procedure for registration is described at the following link:

<https://www.alims.gov.rs/eng/regulations/rules-for-medical-devices/>

**This requirement Bidders can meet individually or cumulatively, through one of the members in a joint venture/consortium.**

**In that sense, this provision applies to a bidder, or to one of the members in a joint venture/consortium.**

* **2. 2 (b) Have a License for performance of designing facilities for the production of radioisotopes (P021G1, P021G3, P021E4, and P021M1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia**

Bidder is obliged to have evidence (license) that is registered for performance of designing facilities for the production of radioisotopes (P021G1, P021G3, P021E4, and P021M1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia.

**The licences will be sought only from the successful Bidder and the successful Bidder will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licences not caused by the successful Bidder.**

The procedure for licenses issuing is described on the Serbian Ministry of construction, transport and infrastructure web site:

[**https://www.mgsi.gov.rs/lat/dokumenti/pravilnik-o-nacinu-postupku-i-sadrzini-podataka-za-utvrdivanje-ispunjenosti-uslova-za**](https://www.mgsi.gov.rs/lat/dokumenti/pravilnik-o-nacinu-postupku-i-sadrzini-podataka-za-utvrdivanje-ispunjenosti-uslova-za)

Tenderers shall, in the performance of their works, in accordance with the type and nature of the works to be performed under this contract, comply with all applicable laws and by-laws of the Republic of Serbia, as long as it is aligned with the EIB Guide to Procurement.

**This requirement Bidders can meet individually or cumulatively, through the subcontractor or through at least one of the members in a joint venture/consortium.**

**In that sense, this provision applies to a bidder, or to at least one of the members in a joint venture/consortium or to a SUBCONTRACTOR.**

* **2.2 (c) Have a License for performing activities of building facilities for the production of radioisotopes (И021Г1, И021Г3, and И021М1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia.**

Bidder is obliged to have evidence (license) that is registered for performing activities of building facilities for the production of radioisotopes (I021G1, I021G3, and I021M1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia.

**The licences will be sought only from the successful Bidder and the successful Bidder will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licences not caused by the successful Bidder.**

The procedure for licenses issuing is described on the Serbian Ministry of construction, transport and infrastructure web site:

[**https://www.mgsi.gov.rs/lat/dokumenti/pravilnik-o-nacinu-postupku-i-sadrzini-podataka-za-utvrdivanje-ispunjenosti-uslova-za**](https://www.mgsi.gov.rs/lat/dokumenti/pravilnik-o-nacinu-postupku-i-sadrzini-podataka-za-utvrdivanje-ispunjenosti-uslova-za)

Tenderers shall, in the performance of their works, in accordance with the type and nature of the works to be performed under this contract, comply with all applicable laws and by-laws of the Republic of Serbia, as long as it is aligned with the EIB Guide to Procurement.

**This requirement Bidders can meet individually or cumulatively, through the subcontractor or through at least one of the members in a joint venture/consortium.**

**In that sense, this provision applies to a bidder, or to at least one of the members in a joint venture/consortium or to a SUBCONTRACTOR.**

2.3 Experience

**Bidders must meet the following requirements:**

* the Bidder has prepared and completed, over the past 5 years, project design documentation for a building construction (construction or reconstruction or adaptation) up to the level of main design (design for a building permit) by which the building permit was obtained worth 500.000,00 EUR cumulatively overall as a minimum (excluding VAT), 100.000,00 EUR of which on a related field of construction (construction or reconstruction or adaptation) of one facility for radiotherapy or imaging (where specialized equipment, such as linear accelerators, MRI, RTG, CT scanners as well as cyclotrons, were placed).
* the Bidder has performed and completed, over the past 5 years, construction works (construction or reconstruction or adaptation) up to the total functionality worth 5.000.000,00 EUR cumulatively overall as a minimum (excluding VAT), of which 500.000,00 EUR on a related field of construction (construction or reconstruction or adaptation) of one facility for radiotherapy or imaging (where specialized equipment, such as linear accelerators, MRI, RTG, CT scanners as well as cyclotrons, were placed).
* The Bidder has performed and completed one contract of minimum value 5.000.000 EUR in the supply, design, installation and commission of Cyclotron in the last 5 years.

Five years period shall be calculated from the date of proposal submission given in ITB 23.1.

Bidder can satisfy more than one criterion by the same contract/reference.

**Evidence:**

1. Certificate issued by the Employer of the services provided, including the value of the said services and the period of preparation and completion of the said services, its form and format being optional.

2. Certificate by the Employer-Investor stating the investment construction works performed and its value, as well as the period of performance and completion of the said works, its form and format being optional.

**This requirement Bidders can meet individually or cumulatively, through at least one of the members in a joint venture/consortium.**

2.4 Financial requirements:

**Bidders must meet the following requirements:**

The Bidder’s total annual turnover over the last 3 financial years closed (2018, 2019 and 2020) must be at least 20,000,000.00 (twenty million) EUR

**Evidence:**

* Balance sheets or BON JN (issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

**This requirement Bidders can meet individually or cumulatively, through at least one of the members in a joint venture/consortium.**

2.5 Personnel

The Bidder **shall provide minimum personnel employed with the Bidder on the day of publication of the procurement notice or on the day of tender opening** on a full-time or part-time basis for the key positions **mentioned in the tables below** that meet the following requirements:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For preparing project documentation** | | | | |
| No. | Position | Number | Licence,  ONLY for a COMPANY established in the EMPLOYER’S COUNTRY | Documentation Required |
| 1 | Personnel specialised in electrical engineering (low-voltage currents), graduate electrical engineers – responsible designer | 2 | 352 or 353 licence | Bidder must provide evidence, in accordance with the law of the country in which they are established, that they fulfil the mentioned requirements.  For **the Bidders from the Employer’s Country** the evidences are documents as specified below:  - photocopies of valid licences issued by the Serbian Chamber of Engineers,  -photocopies of licences issues by the Ministry of Internal Affairs.  - a copy of the M form for the employees: be it on a full-time or part-time basis.  **The licences required within this requirement will be sought only from the successful Bidder and the successful Bidder will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licences not caused by the successful Bidder.**  The procedure for licenses issuing is described on the Serbian Ministry of construction, transport and infrastructure web site [**https://www.mgsi.gov.rs/cir/aktuelnosti/izdavanje-lichnih-licenci-za-inzhenjere-arhitekte-i-prostorne-planere**](https://www.mgsi.gov.rs/cir/aktuelnosti/izdavanje-lichnih-licenci-za-inzhenjere-arhitekte-i-prostorne-planere) and [**https://www.mgsi.gov.rs/en/aktuelnosti/ministrys-announcement-regarding-issuance-licenses-engineers-architects-and-spatial**](https://www.mgsi.gov.rs/en/aktuelnosti/ministrys-announcement-regarding-issuance-licenses-engineers-architects-and-spatial).  The procedure for issuing of the license for producing the main project for protection against fire and a licence for designing and realising special systems and measures for protection against fire is described on the Serbian Ministry of Internal Affairs web site:<http://prezentacije.mup.gov.rs/svs/2013-02-03%20polaganje%20strucnog%20ispita.html>  The procedure for personnel licenses issuing should be in accordance with Law on Regulated Professions and Acknowledgment of Professional Qualifications (Official Gazette 66/2019).  Tenderers shall, in the performance of their works, in accordance with the type and nature of the works to be performed under this contract, comply with all applicable laws and by-laws of the Republic of Serbia, as long as it is aligned with the EIB Guide to Procurement. |
| 2 | Personnel specialised in mechanical engineering, graduate mechanical engineers – responsible designer | 2 | no. 330 licence |
| 3 | Personnel specialised in civil engineering, graduate civil engineers – responsible designer | 2 | no. 310 licence |
| 4 | Personnel specialised in civil engineering, graduate civil engineers – responsible designer | 2 | no. 314 licence, or one contractor with a no. 313 licence and one with a no. 314 licence |
| 5 | Personnel with a BSc degree specialized for protection against fire | 1 | licence issued by the Ministry of Internal Affairs for producing the main project for protection against fire and a licence for designing and realising special systems and measures for protection against fire |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For performing the works contracted** | | | | |
| No. | Position | Number | Licence, ONLY for a COMPANY established in the EMPLOYER’S COUNTRY | Documentation Required |
| 1 | Personnel responsible contractor for building constructions and building-craftsmanship work on high-rise, civil engineering and hydraulic engineering facilities | 2 | 410 licence | Bidder must provide evidence, in accordance with the law of the country in which they are established, that they fulfil the mentioned requirements.  For **the Bidders from the Employer’s Country** the evidences are documents as specified below:  - photocopies of valid licences issued by the Serbian Chamber of Engineers,  - a certificate of passed state exam for healthe and safety cordinating during construction works (Stručni ispit za obavljanje poslova koordinatora za izvođenje radova) issued by Ministry of Labour, Employment, Veteran and Social Affairs. Detailed description for this exam certification is given at the link:  <https://www.minrzs.gov.rs/lat/strucni-ispit-za-obavljanje-poslova-k5794ab2467d22.html>  - a copy of the M form for the employees: be it on a full-time or part-time basis.  **The licences required within this requirement as well as the certificate of passed state exam for healthe and safety cordinating during construction works will be sought only from the successful Bidder and the successful Bidder will be given a sufficient time from the day award decision becomes final to provide those licenses and certificate and will not be penalized for any delay in issuance of licences and certificate not caused by the successful Bidder.**  The procedure for licenses issuing is described on the Serbian Ministry of construction, transport and infrastructure web site [**https://www.mgsi.gov.rs/cir/aktuelnosti/izdavanje-lichnih-licenci-za-inzhenjere-arhitekte-i-prostorne-planere**](https://www.mgsi.gov.rs/cir/aktuelnosti/izdavanje-lichnih-licenci-za-inzhenjere-arhitekte-i-prostorne-planere) and [**https://www.mgsi.gov.rs/en/aktuelnosti/ministrys-announcement-regarding-issuance-licenses-engineers-architects-and-spatial**](https://www.mgsi.gov.rs/en/aktuelnosti/ministrys-announcement-regarding-issuance-licenses-engineers-architects-and-spatial).  The procedure for issuing of the certificate of passed state exam for healthe and safety cordinating during construction works is described on the web site of the Ministry of Labour, Employment, Veteran and Social Affairs. Detailed description for this exam certification is given at the link:  <https://www.minrzs.gov.rs/lat/strucni-ispit-za-obavljanje-poslova-k5794ab2467d22.html>  The procedure for personnel licenses issuing should be in accordance with the Law on Regulated Professions and Acknowledgment of Professional Qualifications (Official Gazette 66/2019).  Tenderers shall, in the performance of their works, in accordance with the type and nature of the works to be performed under this contract, comply with all applicable laws and by-laws of the Republic of Serbia, as long as it is aligned with the EIB Guide to Procurement. |
| 2 | Personnel responsible contractor for hydro-technical facilities and water supply and sewage systems installation | 2 | no. 414 licence, or one contractor with a no. 413 and one with a no. 414 licence |
| 3 | Personnel responsible contractor for building constructions and building-craftsmanship work specialised in thermal engineering, water power engineering, process and gas technology | 2 | no. 430 licence |
| 4 | Employee, on a full-time or part-time basis, who has passed a professional exam qualifying him/her to perform work pertaining to safety and health care at work | 1 | N/A |

**This requirement Bidders can meet individually or cumulatively, through at least one of the members in a joint venture/consortium.**

2.6 Servicing capacity

The Bidder must demonstrate that it will have the following personnel hereafter:

A. For servicing the equipment in position 1

Condition:

1) Two certified maintenance persons employed on a full-time basis with a local servicing organisation or with a sourced external service, whether local or foreign or engaged for work (work outside the employment relationship) on a temporary and periodical job/purchase order contract/supplementary work with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening for the cyclotron model on offer.

Evidence:

1)- Photocopies of a certificate issued by the manufacturer of equipment for servicing the cyclotron model on offer;

- the copy of the M form or other evidence in accordance with the law of the country in which they are established (such as a valid executed contract or employment agreement with the current company or an employment verification letter from an employer that includes the employee’s dates of employment, job title) for the personsemployed with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening or the copy of a valid contract of engagement for work (work outside the employment relationship) with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening.

B. For servicing the equipment in positions 2 and 3

Condition:

2) A certified at least one maintenance person employed on a full-time basis with a local servicing organization or with a sourced external service, whether local or foreign or engaged for work (work outside the employment relationship) on a temporary and periodical job/purchase order contract/supplementary work with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening for the PET/CT device model on offer.

3) At least one certified maintenance person for performing maintenance work on nuclear medicine devices (PET, SPECT systems), employed on a full-time basis with a local servicing organisation or with a sourced external service, whether local or foreign or engaged for work (work outside the employment relationship) on a temporary and periodical job/purchase order contract/supplementary work with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening.

Evidence:

2) - Photocopies of a certificate issued by the manufacturer of equipment for servicing the PET/CT device on offer with an ability to service the equipment within 48 hours of a notice given for the equipment on offer.

- the copy of the M form or other evidence in accordance with the law of the country in which they are established (such as a valid executed contract or employment agreement with the current company or an employment verification letter from an employer that includes the employee’s dates of employment, job title) for the personemployed with the local servicing organisation or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening or a copy of a valid contract of engagement for work (work outside the employment relationship) with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening.

3) - Photocopies of a certificate issued by the manufacturer of equipment for servicing nuclear medical devices (PET, SPECT systems);

- the copy of the M form or other evidence in accordance with the law of the country in which they are established (such as a valid executed contract or employment agreement with the current company or an employment verification letter from an employer that includes the employee’s dates of employment, job title) for the personemployed with the local servicing organisation or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening or a copy of a valid contract of engagement for work (work outside the employment relationship) with the local servicing organization or with a sourced external service, whether local or foreign on the day of publication of the procurement notice or on the day of tender opening.

C. Professional capacity for servicing equipment in positions 1, 2 and 3:

Condition:

- the local servicing organization or a sourced external service, whether local or foreign must possess a valid licence for servicing devices that use ionising radiation, issued by the Agency for Protection against Ionising Radiation and Nuclear Safety, in accordance with the regulations currently in effect;

Evidence:

- photocopy of a certificate issued by the authorised institution,

**This requirement Bidders can meet individually or cumulatively, through at least one of the members in a joint venture/consortium.**

2.7 Subcontractors

1. Subcontractors must meet the qualification requirements under point 2.1 Legal Capability - Eligibility (General);

2. Subcontractors must meet the qualification requirements under point 2.2 Legal Capability -Eligibility (Specific) regarding the required licenses in subpoint 2.2 (b) and 2.2. (c), only in case the bidders meet those qualification requirements through the subcontractor. This is not cumulative requirement for all subcontractors. Only one subcontractor is supposed to prove fulfillment of this qualification requirement.

Failure to comply with these requirements will result in rejection of the subcontractor.

**The general experience and financial resources of the Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.**

3. Criteria, sub-criteria, and point system for the evaluation of the Proposal

**Criteria, sub-criteria, and point system for the evaluation of the Technical Proposal:**

When evaluating the Technical proposals received, each Technical proposal being determined as responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security, shall be assigned a certain number of technical points on the basis of the evaluation of the following characteristics:

| **No.** | **Mark** | **Description of the characteristic** | **Maximum number of points** |
| --- | --- | --- | --- |
| 1 | B1 | Maximum energy of the proton beam of the offered cyclotron. The minimum acceptable energy is 15 MeV (Letter of Technical Proposal) | 13 |
| 2 | B2 | Maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons. The minimum acceptable current is 150 μA (Letter of Technical Proposal) | 12 |
| 3 | B3 | The number of ports for the targets of the offered cyclotron (Letter of Technical Proposal) | 10 |
| 4 | B4 | The guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the radiopharmaceutical FDG after one hour of operation of the offered cyclotron and the offered target. The minimum acceptable value is 185 GBq‧h-1. (Letter of Technical Proposal) | 5 |
| 5 | B5 | The guaranteed corrected radio-chemical yield (%) of the radiopharmaceutical FDG (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the offered module for synthesising FDG. The minimum acceptable value is 60%. (Letter of Technical Proposal) | 5 |
| 6 | B6 | The number of relevant references of the Bidders pertaining to the delivery of a cyclotron of the same energy level as the subject of the proposal (Letter of Technical Proposal) where the same cyclotron has been installed for the same purpose. | 5 |
| 7 | Btt | The total number of technical points | 50 |

**The Employer may award the contract to the bidder whose bid contains the offered price higher than theplanned budget, as long as the offered price is higher than the planned budget by a maximum of 10%.**

**If the** **tender has a price** **higher than the estimated value of the public procurement for more than 10%, such tender shall be rejected.**

On the basis of each proposal received and declared substantially responsive and determined as being qualified for award, the Bidding Commission shall award each characteristic a corresponding number of technical points, following which it shall calculate the total number of points of Technical Proposal (Btt) according to the formula given below:

**Btt = B1 + B2 + B3 + B4 + B5 + B6**

**When calculating each individual point, their numerical values shall be rounded off to two decimal places.**

**Determining the B1 points**

The number of points to be awarded on the basis of the maximum energy of the proton beam of the cyclotron on offer shall be calculated based on the following formula:

**B1 = 13 × Eo/Eom,**

where:

**B1** stands for the number of points awarded on the basis of the maximum energy of the proton beam of the cyclotron on offer,

**Eo** stands for the maximum energy of the proton beam of the cyclotron on offer, and

**Eom** stands for the highest maximum energy of the cyclotron proton beam offered among substantially responsive Bidders.

**Determining the B2 points**

The number of points to be awarded on the basis of the maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons shall be calculated based on the following formula:

**B2 = 12 × Co/Com,**

where:

**B2** stands for the number of points awarded on the basis of the maximum proton current that the cyclotron on offer delivers,

**Co** stands for the maximum proton current of the cyclotron on offer, and

**Com** stands for the highest-level maximum proton current offered among substantially responsive Bidders.

**Determining the B3 points**

The number of points to be awarded on the basis of the number of ports for the targets of the cyclotron on offer shall be calculated based on the following formula:

**B3 = 10 × Np/Npm,**

where:

**B3** stands for the number of points awarded on the basis of the number of ports for the targets that the cyclotron on offer has,

**Np** stands for the number of ports for the targets of the cyclotron on offer, and

**Npm** stands for the greatest number of ports for the targets offered among substantially responsive Bidders.

**Determining the B4 points**

The number of points to be awarded on the basis of the guaranteed practical yield of the radionuclide 18F– shall be calculated based on the following formula:

**B4 = 5 × Yf/Yfm,**

where:

**B4** stands for the number of points awarded on the basis of a guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be produced and transferred into the module for synthesising the FDG radiopharmaceutical after one hour of operation of the cyclotron on offer and the corresponding targets,

**Yf** stands for the guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the FDG radiopharmaceutical after one hour of operation of the cyclotron on offer and the corresponding targets, and

**Yfm** stands for the maximum guaranteed practical yield of 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the FDG radiopharmaceutical of the cyclotron and the corresponding targets offered among substantially responsive Bidders.

**Determining the B5 points**

The number of points to be awarded on the basis of the guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (the yield reduced to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer shall be calculated based on the following formula:

**B5 = 5 × Yf/Yfm,**

where:

**B5** stands for the number of points to be awarded on the basis of the guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (%) (the yield reduced to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer,

**Yf** stands for the corrected radiochemical yield of the FDG radiopharmaceutical (%) (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the module for synthesising FDG on offer, and

**Yfm** stands for the maximum guaranteed corrected radio-chemical yield of the FDG radiopharmaceutical (%) (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the module for the synthesis of FDG offered among substantially responsive Bidders.

**Determining the B6 points**

The Bidding Commission shall evaluate the references quoted, and shall take into consideration only those that are relevant, that is, those which pertain to centres for the production of radiopharmaceuticals used in PET where there are cyclotrons installed that were obtained from the same supplier referred to in the proposal, which have the same maximum energies as the cyclotron referred to in the proposal. Proton beams of proposed cyclotron has to be of 15-19 MeV proton energy and a proton current of 150 μА as a minimum, measured at any target. The number of points to be awarded on the basis of the relevant references shall be calculated based on the following formula:

**B6 = 5 × Rr/Rrm,**

where:

**B6** stands for the number of points awarded on the basis of relevant references given by the Bidder,

**Rr** stands for the number of relevant references given by the Bidder in question, and

**Rrm** stands for the maximum number of relevant references given by among substantially responsive Bidders.

**Criteria, sub-criteria, and point system for the evaluation of the Price Proposal are:**

When evaluating the Price proposals received, each Price proposal being determined as responsive Proposal (the Proposal is responsive if meets the technical specifications and requirements of Section VII, Employer’s Requirements without any material deviation, reservation, or omission) and the Proposal that meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria), Point 2. Qualification requirements including the requirements regarding the Proposal security, shall be assigned a certain number of price points on the basis of the evaluation of the following characteristics:

| **No.** | **Mark** | **Description of the characteristic** | **Maximum number of points** |
| --- | --- | --- | --- |
| 1 | B7 | The total offered price quoted in the proposal (Letter of Price Proposal) | 50 |
| 2 | Btp | The total number of price points | 50 |

On the basis of each proposal received and declared substantially responsive and determined as being qualified for award, the Bidding Commission shall award each characteristic a corresponding number of price points, following which it shall calculate the total number of points of Price Proposal (Btp) according to the formula given below:

**Btp = B7**

**When calculating each individual point, their numerical values shall be rounded off to two decimal places.**

**Determining the B7 points**

The number of points to be awarded on the basis of the total price of the proposal shall be calculated based on the following formula:

B7 = 50 × Plo/Po,

where:

B7 stands for the number of points awarded on the basis of the price offered,

Plo stands for the lowest price offered among substantially responsive Bidders, and

Po stands for the price offered by the Bidder in question.

The total score is calculated by addition of the total technical and price scores as per the formula and instructions in the Proposal Data Sheet. The Most Economically Advantageous Proposal is the Proposal that achieves the highest combined technical and price scores. Proposals are ranked according to their combined total technical (Btt) and total price (Btp) scores using the formula:

Bt = Btt+Btp (Bt = total number of points; Btt= the total number of points given to the Technical Proposal; Btp= the total number of points given to the Price Proposal).

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| Section IV - Bidding Forms |

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Letter of Technical Proposal

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Technical Proposal 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 Proposal submission**: [*insert date (as day, month and year) of Proposal submission*]

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

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

To: **[*insert complete name of Employer*]**

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Conformity**: We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the Plant, Design, Supply and Installation Services*];
4. **We offer the following characteristics**:

| **No.** | **Mark** | **Description of the characteristic** | **Offered scoring characteristic** |
| --- | --- | --- | --- |
| 1 | B1 | Maximum energy of the proton beam of the offered cyclotron. The minimum acceptable energy is 15 MeV |  |
| 2 | B2 | Maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons. The minimum acceptable current is 150 μA |  |
| 3 | B3 | The number of ports for the targets of the offered cyclotron |  |
| 4 | B4 | The guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the radiopharmaceutical FDG after one hour of operation of the offered cyclotron and the offered target. The minimum acceptable value is 185 GBq‧h-1. |  |
| 5 | B5 | The guaranteed corrected radio-chemical yield (%) of the radiopharmaceutical FDG (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the offered module for synthesising FDG. The minimum acceptable value is 60%. |  |
| 6 | B6 | The number of relevant references of the Bidders pertaining to the delivery of a cyclotron of the same energy level as the subject of the proposal |  |

1. **Proposal Validity Period:** Our Proposal consisting of the Technical Proposal and the Price Proposal shall be valid for the period specified in PDS 19.1 (as amended if applicable) from the date fixed for the Proposal submission deadline specified in PDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Proposal is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
3. **One Proposal Per Bidder:** We are not submitting any other Proposal(s) as an individual Bidder, and we are not participating in any other Proposal(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Proposals submitted in accordance with ITB 13;
4. If our Proposal is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section VII (Employer’s Requirements) and our technical proposal, or as otherwise agreed with the Employer.
5. **Suspension and Debarment**: We, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant; none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct; we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been listed on the UN and EU sanctions lists and EIB exclusions policy and anti-fraud policy,; we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts are not subject to any sanction imposed by resolution of the United Nations Security Council or by the European Union; and we further undertake to immediately inform [Promoter and CEB/EIB (whoever is Lead Financier)] if this situation were to occur at a later stage.
6. 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 4.4];
7. Commissions, gratuities and fees: N/A
8. Binding Contract: We understand that this Proposal, 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; and
9. Not Bound to Accept: We understand that you are not bound to accept the Most economically Advantageous Proposal or any other Proposal that you may receive.

Name of the Bidder: \*[insert complete name of person signing the Proposal]

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

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

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]

Letter of Price Proposal

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Price Proposal 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 Proposal submission**: [*insert date (as day, month and year) of Proposal submission*]

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

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

To: **[*insert complete name of Employer*]**

**(a) No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;

**(b) Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

**(c) Conformity**: We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the Plant, Design, Supply and Installation Services*];

**(d) Proposal Price:** The total price of our Proposal, excluding any discounts offered in item (e) below is:

|  |  |  |  |
| --- | --- | --- | --- |
| **no** | **Name** | **Quantity** | **Price** |
| 1 | The National Centre for the Production of Positron Radiopharmaceuticals, with the attendant equipment, design and works on the construction of the facility, installation and outfitting (the “turnkey” system) | 1 |  |
| 2 | Delivery and installation of camera for positron emission tomography/computed tomography (PET/CT) at the University Clinical Center Niš in Niš | 1 |  |
| 3 | Delivery and installation of camera for positron emission tomography/computed tomography (PET/CT) at the Clinical Center of Vojvodina in Novi Sad | 1 |  |
| **PRICE (excluding VAT)** | | |  |
| **VAT \_\_\_\_\_% :** | | |  |
| **PRICE (including VAT):** | | |  |

***NOTE: Garant period is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (minimum 18 months).***

**(e)Discounts:** N/A

**(f) Proposal Validity Period:** Our Proposal consisting of the Technical Proposal and the Price Proposal shall be valid for the period specified in PDS 19.1 (as amended if applicable) from the date fixed for the Proposal submission deadline specified in PDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

**(g) Performance Security:** If our Proposal is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

**(h) One Proposal Per Bidder:** We are not submitting any other Proposal(s) as an individual Bidder, and we are not participating in any other Proposal(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Proposals submitted in accordance with ITB 13;

**(i) Suspension and Debarment**: We, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant; none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct; we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been listed on the UN and EU sanctions lists and EIB exclusions policy and anti-fraud policy,; we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts are not subject to any sanction imposed by resolution of the United Nations Security Council or by the European Union; and we further undertake to immediately inform [Promoter and CEB/EIB (whoever is Lead Financier)] if this situation were to occur at a later stage.

(j) 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 4.4];

(k) Commissions, gratuities and fees: N/A

(l) Binding Contract: We understand that this Proposal, 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; and

(m) Not Bound to Accept: We understand that you are not bound to accept the Most economically Advantageous Proposal or any other Proposal that you may receive;

Name of the Bidder: \*[insert complete name of person signing the Proposal]

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

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

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]

Schedule of Prices

| PRICE SCHEDULE -SHOULD BE SUBMITTED WITH THE PRICE PROPOSAL  Equipment shall be provided DAP - The prices quoted shall excludes import duties and taxes payable on imported goods and the value added tax or similar taxes on locally supplied goods. | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Description of items | Request fulfillment | | | | |
|  | Qty. | Physical Unit | Unit price per item | Total price per item |
| 1 | Complete building structure with HVA C and other infrastructure installations including design |  | 1 | piece |  |  |
| 2 | Office and storage equipment |  | 1 | set |  |  |
| 3 | IT equipment |  | 1 | set |  |  |
| 4 | Radiation monitoring and safety equipment |  | 1 | Set |  |  |
| 5 | Cyclotron with targets and target transfer systems |  | 1 | set |  |  |
| 6 | Hot cells and equipment for production of radionuclides and radiopharmaceuticals |  | 1 | set |  |  |
| 7 | Equipment for quality control of radionuclides and radiopharmaceuticals |  | 1 | set |  |  |
| 8 | Common laboratory equipment |  | 1 | set |  |  |
| 9 | Equipment for packing and transport of radionuclides and radiopharmaceuticals |  | 1 | set |  |  |
| 10 | Installation, commissioning and theoretical and practical training for all systems and equipment (off-site and on site) |  | 1 | set |  |  |
| 11 (1+2+3+  4+5+6+  7+8+9+10) | The National Centre for the Production of Positron Radiopharmaceuticals, with the attendant equipment, design and works on the construction of the facility, installation and outfitting (the “turnkey” system) |  | 1 | set |  |  |
| 12 | PET/CT at the University Clinical Center Niš in Niš with all related services and additional equipment (turnkey) |  | 1 | set |  |  |
| 13 | PET/CT at the Clinical Center of Vojvodina in Novi Sad with all related services and additional equipment (turnkey) |  | 1 | set |  |  |
| TOTAL PRICE (11+12+13): | | | | | |  |

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert complete name of Bidder]

Signature of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[signature of person signing the Proposal]

Date [insert date

Schedule of Rates – SUBMITTED WITH THE PRICE PROPOSAL

|  |  |
| --- | --- |
| DEADLINE for performance from the Effective Date as described in the Contract Agreement, in calendar days  **(**maximum up to 730 calendar days**)** |  |
| PAYMENT DEADLINE: | Payment of the total value shall be effected in the following manner:  The payment of the total value of this contract shall be made:  1) 30% - in advance, of the total value of the contract, within 45 days from the date of signing of this contract, after the Supplier has submitted to the Employer:  а) a bank guarantee for the repayment of the advance payment - Advance Payment Security,  b) a bank guarantee for the good quality performance of work – Performance Security,  c) a bank guarantee for the elimination of defects in the warranty period (after the Operational Certificate took place)  d) a pro-forma invoice certified by the Employer which, besides the basic information, contains the data referred to in Art. 42 of the Law on VAT ("Off. Gazette of the RS" No. 84/2004, 86/2004-corr., 61/2005, 61/2007, 93/2012 and 108/2013, 6/2014 - harmonized RSD amount, 68/2014 – other law, 142/2014, 5/2015 - harmonized RSD amount, 83/2015, 5/2016 - harmonized RSD amount, 108/2016 i 7/2017 - harmonized RSD amount), and the data required by the Employer, as follows: name and number of the respective public procurement and the number of the procurement contract. The pro-forma invoice shall be issued for the amount of 30 % of the value referred to in Article 1 of this contract. The Supplier shall be obliged to deliver to the Employer the pro-forma invoice in two copies.  **2) For the equipment:**  - 60 % of the total contracted value of the equipment (items 2-9 and 12-13 in Price schedule), within 45 days after the Completion Certificate  - 10% of the total contracted value of the equipment, within 45 days after the Operational Acceptance Certificate  **3) For construction works, design and furnishing of facilities:**  - 65% according to the delivered monthly certificates for the performed construction works, design and furnishing of the facility, within 45 days from the receipt of the approval of the Project manager;  The Contractor will be paid the lump sum Contract Price. Monthly Interim Payments: On the last day of each month the Contractor will submit an Invoice for Interim Payment in accordance with the Bill of Quantities (Operational Bill) which will be prepared by the Employer for the purpose of interim payments only.  The Employer shall deduct a percentage of each Payment Certificate at the rate of advance payment and retention money (30% +5%).  - 5% of the total contracted value of the construction works, design and furnishing of the facility within 45 days from the receipt of the valid decision on the Certificate of Occupancy. |

**Name of the Bidder**: \*[*insert complete name of person signing the Proposal*]

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

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

**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*]

|  |
| --- |
| Technical Proposal |

* Technical specifications
* Contractor’s Equipment
* Personnel
* Proposed Subcontractors for Major Items of Plant and Installation Services
* Others

Technical specifications

1. **SPECIFICATIONS OF THE EQUIPMENT TO BE BUILT INTO THE NATIONAL CENTRE FOR THE PRODUCTION OF POSITRON RADIOPHARMACEUTICALS – SUBMITTED WITH THE TECHNICAL PROPOSAL**
   1. **Conformity to the technical requirements**

The Bidder shall be obligated to enter “Technical Specification Offered” in the box next to each item in the table with the required specifications. The Bidder shall be obligated to submit the original prospectus or technical documentation (a prospectus, catalogue, an operation manual and the like), which, in the case of the cyclotron and PET/CT cameras, must be certified and signed by the manufacturer’s authorised person on every page, where the parts of the text proving the fulfilment of each specification contained in the bidding documentation are to be visibly marked (by a colour marker). In the table, in the column REFERENCE, it is necessary to state the title and page number of the document which enables verification of the fulfilment of a particular specification.

Only those characteristics that are not stated in the prospectus or technical documentation must be proven by an original statement of the manufacturer.

In addition, it is necessary to submit, on the manufacturer’s memorandum, the authorisation for the signatory of the documentation, issued by the authorised person of the manufacturer.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description/specification** |  |  |
| **Technical Specification Offered** | **Reference to Technical Documentation** |
| **1.** | **Isochronous cyclotron. Quantity: 1 set.** |  |  |
| 1.1 | The cyclotron should accelerate H– ions to energy ≥ 15 MeV. |  |  |
| 1.2 | The proton extraction is based on thin foil (stripping foil extraction). |  |  |
| 1.3 | The extraction of the beam is possible simultaneously on at least two extraction ports. |  |  |
| 1.4 | The number of extraction ports for targets is at least 4. |  |  |
| 1.5 | The minimum proton current on each port is ≥ 150 μA when extraction is performed only on one extraction port. |  |  |
| 1.6 | On one extraction port there is an external beam transport line with a pair of focusing quadrupole magnets, with a pair of steering magnets in the X and Y planes, and with a Faraday's cup at the end of the line to stop the beam and for measuring of the beam current. |  |  |
| 1.7 | The vacuum system of the cyclotron enables continuous operation at least 220 days a year. |  |  |
| 1.8 | The number of missed productions of radionuclides due to break-down of the cyclotron is ≤ 5%. |  |  |
| 1.9 | The extraction foils on each extraction port can withstand an integrated beam current of at least 7.5 mA·h before failure. |  |  |
| 1.10 | The efficiency of the extraction system at each extraction port is ≥ 95%. |  |  |
| 1.11 | In dual beam extraction mode, it is possible to adjust the beam on target current ratio. |  |  |
| 1.12 | The vacuum system of the cyclotron enables for evacuation of its vacuum chamber to pressure ≤ 3·10-6 mbar. |  |  |
| 1.13 | The Vacuum system of the cyclotron enables for evacuation of its vacuum chamber from atmospheric to working pressure, which is ≤ 3·10-6 mbar, in less than four hours. |  |  |
| 1.14 | The cyclotron has an autonomous indirectly cooled cooling system, which cools all systems of the cyclotron and its targets. |  |  |
| 1.15 | The radiofrequency, control and safety system of the cyclotron meets the requirements of electromagnetic compatibility according to Directives 2014/30/EU and 2004/108/EC and the Regulation on electromagnetic compatibility, "Official Gazette of the RS ", No. 25/2016 from 3/9/2016. |  |  |
| 1.16 | The safety system of the cyclotron must be based on an industrial programmable logical controller (PLC). |  |  |
| 1.17 | The control and safety system of the cyclotron has at least one workstation with two monitors to monitor the process parameters and control the cyclotron and all targets. |  |  |
| **2** | **Target for irradiation of enriched H218O to produce the radionuclide 18F in chemical form 18F–. Quantity: 3 Sets.** |  |  |
| 2.1 | Enriched H218O water enriched in isotope 18O at least 98% for training and commissioning of targets, as well as for one year of operation of the Production center. |  |  |
| 2.2 | The chamber for irradiation of enriched water is made of niobium or material with similar properties. |  |  |
| 2.3 | The average saturated yield of the radionuclide 18F is ≥ 200 mCi/μA at a proton current of 100 μA at the end of the irradiation. |  |  |
| 2.4 | The minimum yield of radionuclide 18F after the irradiation of the target for 2 hours is ≥ 12 Ci. |  |  |
| 2.5 | Filling of the targets is performed with a syringe pump with the possibility of selecting the amount of enriched water that is filled into the target. |  |  |
| 2.6 | The targets are equipped with a system of capillary tubing and valves allowing to send the irradiated water from any target to any module for production of radiopharmaceuticals labeled with the radionuclide 18F. |  |  |
| **3** | **Solid target irradiation system. Quantity: 1 set.** |  |  |
| 3.1 | The solid target irradiation station should be mounted at the end of the external beam transport line. |  |  |
| 3.2 | The solid target irradiation system should enable two-way pneumo-transport of targets from hot cells to the station and after the irradiation from the station to the hot cell. |  |  |
| 3.3 | The targets should be transported in appropriate capsules, which prevent the mechanical damage of targets during transport. |  |  |
| 3.4 | The capsules should enable the transport of circular and elliptic targets, so that the irradiation can be performed at any angle from 10 to 90° between the axis of the beam and the face of the target. |  |  |
| 3.5 | The solid target backings should be metal plates, 1 to 2 mm thick. |  |  |
| 3.6 | One hot cell should be equipped with a receiving station for the irradiated targets, which is an integral part of the solid target irradiation system. |  |  |
| 3.7 | The lowest current with which a 2 mm thick copper plate can be continuously irradiated under 10° glancing angle in the solid target irradiation station should be ≥ 150 μA. |  |  |
| **4** | **System for temporary storage of radioactive gases exhausted from targets and synthesis modules. Quantity: 1 set.** |  |  |
| 4.1 | The system should possess several reservoirs, which are alternately filled with exhausted gases. The number and volume of reservoirs should be appropriate for uninterrupted operation of the Production center, ensuring that the quantity of released radionuclides through the off-gas system is within the limits set up by national and international radiation protection regulations. |  |  |
| 4.2 | The reservoirs must have safety valves for pressure relief if the pressure in the reservoirs exceeds the maximum operating pressure. |  |  |
| 4.3 | The reservoirs and the safety system must have appropriate high-pressure vessel certificates. |  |  |
| 4.4 | The reservoirs should be filled with a membrane type compressor. |  |  |
| **5** | **Module for the synthesis of the radiopharmaceutical FDG. Quantity: 2 Sets.** |  |  |
| 5.1 | Set of raw materials and consumables in enough quantity for training and commissioning of modules, as well as for one year of operation of the Production center. |  |  |
| 5.2 | The time required for the preparation of the synthesis module should be ≤ 30 min. |  |  |
| 5.3 | The duration of the synthesis must be ≤ 30 minutes. |  |  |
| 5.4 | The yield of the radiopharmaceutical FDG corrected for radioactive decay must be ≥ 60% for any activity of 18F that is loaded into the module from the target. |  |  |
| 5.5 | The starting activity of 18F with which the module can reliably work must be ≥ 185 MBq. |  |  |
| 5.6 | The residual radioactivity in the module after the synthesis must be ≤ 1%. |  |  |
| 5.7 | The percentage of failed syntheses on annual level must be ≤ 5%. |  |  |
| 5.8 | The module must be capable for performing more than one synthesis in a working day. |  |  |
| 5.9 | The synthesis must be performed in a closed environment, without exposing the product to the air in the hot cell. |  |  |
| 5.10 | Volatile radioactive byproducts and gases released from the module during its operation must be exhausted in a controlled manner in order to prevent contamination of the containment of the hot cell and its surrounding. |  |  |
| 5.11 | Time-dependent operating parameters, such as temperature, pressure and radioactivity, must be continuously measured, permanently stored and documented in batch records according to GMP guidelines. |  |  |
| 5.12 | The produced radiopharmaceutical FDG must comply to the specifications given in the European Pharmacopoeia. |  |  |
| **6** | **Module for the production of radionuclide 64Cu. Quantity: 1 set.** |  |  |
| 6.1 | Set of raw materials and consumables in quantity that is enough for training and commissioning of the module, as well as for one year of operation of the Production center. |  |  |
| 6.2 | At least 500 mg of enriched isotope 64Ni (target material for production of radionuclide 64Cu) with enrichment of at least 99%. |  |  |
| 6.3 | The module should be equipped with a dissolution unit for the irradiated target. |  |  |
| 6.4 | The separation of the radionuclide 64Cu from the target material should be performed by a single ion exchange column. |  |  |
| 6.5 | The entire production process starting from the dissolution of the target to the release of the product in the product vial should last ≤ 3 hours. |  |  |
| 6.6 | Electroplating unit for the preparation of the targets for irradiation (electroplating of enriched nickel onto the target backing). |  |  |
| 6.7 | The production must be performed in a closed environment, without exposing the product to the air in the hot cell. |  |  |
| 6.8 | Time-dependent operating parameters, such as temperature, pressure and radioactivity, must be continuously measured, permanently stored and documented in batch records according to GMP guidelines. |  |  |
| **7** | **Universal semi-automatic module for dispensing of radiopharmaceuticals. Quantity: 1 set.** |  |  |
| 7.1 | Set of raw materials and consumables in quantity that is enough for training and commissioning of the module, as well as for one year of operation of the Production center. |  |  |
| 7.2 | The dispenser must be universal, i.e., it must enable the dispensing of different radiopharmaceuticals, one after the other, complying to GMP guidelines. |  |  |
| 7.3 | The preparation of the dispenser should last ≤ 30 minutes. |  |  |
| 7.4 | The system for sterile filtration of the product must be an integral part of the dispenser. |  |  |
| 7.5 | The module should provide for performing the integrity test of the sterile filter immediately after the end of the dispensing. |  |  |
| 7.6 | An ionization chamber for measuring the activity of the dispensed radiopharmaceutical must be part of the dispenser. |  |  |
| 7.7 | The accuracy and reproducibility of the dispenser should be better than or equal to ± 5%. |  |  |
| 7.8 | The capacity of the dispenser should be at least 10 vials per batch. |  |  |
| **8** | **Hot cell for the FDG production module. Quantity: 2 pcs.** |  |  |
| 8.1 | The hot cells must be compatible with the offered modules for the synthesis of the radiopharmaceutical FDG. |  |  |
| 8.2 | The door of the hot cell should open towards the operator, i.e. it should open into the clean room. |  |  |
| 8.3 | The door of the hot cell should be equipped with lead-glass window of at least 100 × 100 mm dimension. |  |  |
| 8.4 | The hot cell should be equipped with an autonomous ventilation system that provides under-pressure in the containment relative to the clean room of at least 50 Pa. |  |  |
| 8.5 | The hot cell should be equipped with a HEPA filter through which air from the clean room enters the containment of the hot cell. |  |  |
| 8.6 | The hot cell should be equipped with combined HEPA/active charcoal filter through which the air from the containment of the hot cell exits into the ventilation system of the Production center. |  |  |
| 8.7 | The hot cell should be equipped with hand-operated valves on the input and output lines of the ventilation system in order to hermetically isolate the containment from the atmosphere of the Production center. |  |  |
| 8.8 | The air quality in the containment of the hot cell in idle state should be GMP class C. |  |  |
| 8.9 | The door of the hot cell should be equipped with a system for automatic sealing of the containment after closing the door. |  |  |
| 8.10 | There should be a detector of ionizing radiation inside the hot cell, which measures the dose rate of γ-radiation in the containment. |  |  |
| 8.11 | The control panel of the hot cell should have a display showing the dose rate in the containment of the hot cell. |  |  |
| 8.12 | The control panel of the hot cell should have warning lights in three colors to display the safety status of the hot cell. |  |  |
| 8.13 | The safety system of the hot cell should prevent the opening of the door of the containment by means of magnetic lock if the dose rate of γ-radiation in the containment is above the predefined level. |  |  |
| 8.14 | The control panel of the hot cell should have a manometer, which shows the under-pressure in the containment of the hot cell. |  |  |
| **9** | **Hot cell for the semi-automatic module for dispensing of radiopharmaceuticals. Quantity: 1 pc.** |  |  |
| 9.1 | The hot cell should be compatible with the offered semi-auto-automatic dispenser of radiopharmaceuticals. |  |  |
| 9.2 | The hot cell should have two internal containments: one for the dispenser and one for entering the raw materials needed for dispensing. |  |  |
| 9.3 | The hot cell should have appropriate number of tele-manipulators required for semi-automatic work. |  |  |
| 9.4 | The doors of the hot cell should open towards the operator, i.e. they should open into the clean room. |  |  |
| 9.5 | The door of the hot cell should be equipped with lead-glass window of at least 200 × 200 mm dimension. |  |  |
| 9.6 | The hot cell should be equipped with an autonomous ventilation system that provides under-pressure in the containment relative to the clean room of at least 50 Pa. |  |  |
| 9.7 | The hot cell should be equipped with a HEPA filter through which air from the clean room enters the containment of the hot cell. |  |  |
| 9.8 | The hot cell should be equipped with combined HEPA/active charcoal filter through which the air from the containment of the hot cell exits into the ventilation system of the Production center. |  |  |
| 9.9 | The hot cell should be equipped with hand-operated valves on the input and output lines of the ventilation system in order to hermetically isolate the containment from the atmosphere of the Production center. |  |  |
| 9.10 | The air quality in the containment for the dispenser should be GMP class A with laminar flow in idle state. |  |  |
| 9.11 | The air quality in the pre-chamber of the hot cell in idle state should be GMP class B. |  |  |
| 9.12 | The doors of the hot cell should be equipped with a system for automatic sealing of the containments after closing the doors. |  |  |
| 9.13 | There should be a detector of ionizing radiation inside the hot cell, which measures the dose rate of γ-radiation in the containment. |  |  |
| 9.14 | The control panel of the hot cell should have a display showing the dose rate in the containment of the hot cell. |  |  |
| 9.15 | The control panel of the hot cell should have warning lights in three colors to display the safety status of the hot cell. |  |  |
| 9.16 | The safety system of the hot cell should prevent the opening of the doors of the containments by means of magnetic locks if the dose rate of γ-radiation in the containments is above the predefined level. |  |  |
| 9.17 | The hot cell should be equipped with a stationary airborne particle counter. |  |  |
| 9.18 | The control panel of the hot cell should have a manometer, which shows the under-pressure in the containment of the hot cell. |  |  |
| **10** | **Hot cell for the module for production of radionuclide 64Cu. Quantity: 1 pc.** |  |  |
| 10.1 | The hot cell should be compatible with the offered module for production of radionuclide 64Cu. |  |  |
| 10.2 | The hot cell should be compatible with the capsule receiving station of the solid target transport system. |  |  |
| 10.3 | The hot cell should have a lead-shielded airlock for inlet and outlet of materials. |  |  |
| 10.4 | The hot cell should have a lateral double-door passageway through which materials can be transported to the adjacent hot cell for labeling of radiopharmaceuticals. |  |  |
| 10.5 | The hot cell should have one pair of tele-manipulators. |  |  |
| 10.6 | The door of the hot cell should open towards the operator, i.e. it should open into the clean room. |  |  |
| 10.7 | The door of the hot cell should be equipped with lead-glass window of at least 250 × 250 mm dimension. |  |  |
| 10.8 | The hot cell should be equipped with an autonomous ventilation system that provides under-pressure in the containment relative to the clean room of at least 50 Pa. |  |  |
| 10.9 | The hot cell should be equipped with a HEPA filter through which air from the clean room enters the containment of the hot cell. |  |  |
| 10.10 | The hot cell should be equipped with combined HEPA/active charcoal filter through which the air from the containment of the hot cell exits into the ventilation system of the Production center. |  |  |
| 10.11 | The hot cell should be equipped with hand-operated valves on the input and output lines of the ventilation system in order to hermetically isolate the containment from the atmosphere of the Production center. |  |  |
| 10.12 | The air quality in the containment of the hot cell in idle state should be GMP class C. |  |  |
| 10.13 | The door of the hot cell should be equipped with a system for automatic sealing of the containment after closing the door. |  |  |
| 10.14 | There should be a detector of ionizing radiation inside the hot cell, which measures the dose rate of γ-radiation in the containment. |  |  |
| 10.15 | The control panel of the hot cell should have a display showing the dose rate in the containment of the hot cell. |  |  |
| 10.16 | The control panel of the hot cell should have warning lights in three colors to display the safety status of the hot cell. |  |  |
| 10.17 | The safety system of the hot cell should prevent the opening of the door of the containment by means of magnetic lock if the dose rate of γ-radiation in the containment is above the predefined level. |  |  |
| 10.18 | The control panel of the hot cell should have a manometer, which shows the under-pressure in the containment of the hot cell. |  |  |
| **11** | **Hot cell for labeling radiopharmaceuticals with metallic radionuclides. Quantity: 1 pc.** |  |  |
| 11.1 | The hot cell should have a containment of minimum 600 × 600 × 600 mm dimension. |  |  |
| 11.2 | The hot cell should have two lead-shielded glove ports at the operator side. |  |  |
| 11.3 | The hot cell should have a lead-shielded airlock for inlet and outlet of materials. |  |  |
| 11.4 | The hot cell should have a lateral double-door passageway through which materials can be transported from the adjacent hot cell for production of radionuclide 64Cu. |  |  |
| 11.5 | The hot cell should have one pair of tele-manipulators if the synthesis procedure involves complicated manual operations, or a pair of tele-pliers if the synthesis is performed in a fully automated synthesis module. |  |  |
| 11.6 | The door of the hot cell should open towards the operator, i.e. it should open into the clean room. |  |  |
| 11.7 | The door of the hot cell should be equipped with lead-glass window of at least 250 × 250 mm dimension. |  |  |
| 11.8 | The hot cell should be equipped with an autonomous ventilation system that provides under-pressure in the containment relative to the clean room of at least 50 Pa. |  |  |
| 11.9 | The hot cell should be equipped with a HEPA filter through which air from the clean room enters the containment of the hot cell. |  |  |
| 11.10 | The hot cell should be equipped with combined HEPA/active charcoal filter through which the air from the containment of the hot cell exits into the ventilation system of the Production center. |  |  |
| 11.11 | The hot cell should be equipped with hand-operated valves on the input and output lines of the ventilation system in order to hermetically isolate the containment from the atmosphere of the Production center. |  |  |
| 11.12 | The air quality in the containment of the hot cell in idle state should be GMP class C. |  |  |
| 11.13 | The door of the hot cell should be equipped with a system for automatic sealing of the containment after closing the door. |  |  |
| 11.14 | There should be a detector of ionizing radiation inside the hot cell, which measures the dose rate of γ-radiation in the containment. |  |  |
| 11.15 | The control panel of the hot cell should have a display showing the dose rate in the containment of the hot cell. |  |  |
| 11.16 | The control panel of the hot cell should have warning lights in three colors to display the safety status of the hot cell. |  |  |
| 11.17 | The safety system of the hot cell should prevent the opening of the door of the containment by means of magnetic lock if the dose rate of γ-radiation in the containment is above the predefined level. |  |  |
| 11.18 | The control panel of the hot cell should have a manometer, which shows the under-pressure in the containment of the hot cell. |  |  |
| **12** | **Equipment for the quality control of radiopharmaceuticals and related consumables required for commissioning and training and one year of operation of the Production center. Quantity: 1 set.** |  |  |
| 12.1 | Device for performing the LAL test for endotoxin (test of apyrogenicity) providing for automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.1.1* | *The chemicals needed for the operation are in a disposable kit.* |  |  |
| *12.1.2* | *The time required for the measurement is less than 20 minutes.* |  |  |
| *12.1.3* | *The device can operate in more than 2 ranges of sensitivity, where the smallest range is 0.005 EU/ml.* |  |  |
| 12.2 | Radio-HPLC system for determination of radiochemical purity of the radiopharmaceutical FDG providing for automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.2.1* | *The system includes an isocratic HPLC pump that provides for adjustable flow rate of mobile phases in the range of 0,001-10.0 ml/min and has a system for degassing the mobile phase.* |  |  |
| *12.2.2* | *The system includes a manual injector.* |  |  |
| *12.2.3* | *The system includes a pulse-amperometric detector (PAD).* |  |  |
| *12.2.4* | *The system includes a radioactivity detector (RID).* |  |  |
| *12.2.5* | *The system includes a HPLC column of 4.0 mm diameter and 250 mm long, which is filled with a strong alkaline anionic ion exchange resin for chromatography, whose particles are of 10 μm diameter.* |  |  |
| *12.2.6* | *The system is equipped with a computer and appropriate software to control the device and to prepare the analysis reports.* |  |  |
| 12.3 | Voltamperometric system for the determination of the concentration of trace-metals in radiopharmaceuticals (for determination of chemical purity and specific activity) providing for automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.3.1* | *The system contains a universal head for multi-modality electrodes (MME).* |  |  |
| *12.3.2* | *The system contains a set of electrodes for voltamperometric measurements.* |  |  |
| *12.3.3* | *The detection limit for iron is < 0.1 ppm.* |  |  |
| *12.3.4* | *The detection limit for copper is < 0.1 ppm.* |  |  |
| *12.3.5* | *The detection limit for nickel is < 0.1 ppm.* |  |  |
| *12.3.6* | *The system is equipped with a computer and appropriate software to control the device and to prepare the analysis reports.* |  |  |
| 12.4 | Gas chromatograph for the determination of residual organic impurities (solvents) with injector for head-space analysis, providing for automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.4.1* | *The system has a temperature-regulated furnace that regulates the temperature of the column in the range of 50-250 °C.* |  |  |
| *12.4.2* | *The system has an injector for capillary columns that works in direct and split mode.* |  |  |
| *12.4.3* | *The system is equipped with a flame-ionization detector whose sensitivity is ≤ 1.5 pgC/s.* |  |  |
| *12.4.4* | *The system is equipped with a 30 m capillary column with a diameter ≥ 0.32 mm whose interior is covered by a layer of cross-linked polycianoprophyllphenylsiloxane (6%) and polydimethylsiloxane (94%) ≥ 1.8 μm thickness.* |  |  |
| *12.4.5* | *The system is equipped with a computer and appropriate software to control the device and to prepare the analysis reports.* |  |  |
| 12.5 | Gamma-spectrometer with HPGe detector for identification of radionuclides and determination of radionuclidic purity of radiopharmaceuticals with a set of calibration sources, providing for automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.5.1* | *The resolution of the detector (FWHM) is ≤ 2 keV at the energy of gamma-photons of 1,332 keV.* |  |  |
| *12.5.2* | *The range of acquisition of gamma-spectra is from 40-2,000 keV.* |  |  |
| *12.5.3* | *The count rate of the detector is at least 200,000 cps at the energy of gamma-photons of 1,332 keV.* |  |  |
| *12.5.4* | *The system includes a Dewar reservoir, with a volume of ≥ 30 liters for liquid nitrogen.* |  |  |
| *12.5.5* | *The system has a device for easy filling of the Dewar reservoir with liquid nitrogen.* |  |  |
| *12.5.6* | *The system has ≥ 50 mm thick lead-shielding for the detector, which is lined with ≥ 2 mm copper, ensuring that the background level of the shielding is ≤ 50 Bq/kg.* |  |  |
| *12.5.7* | *Certified calibration source for the gamma-spectrometer in liquid form.* |  |  |
| *12.5.8* | *The system is equipped with a computer and appropriate software to control the device, with a library for identification of radionuclides and for preparing the analysis reports.* |  |  |
| 12.6 | Ionization chamber (dose calibrator) for measuring the activity of finished products and measuring the half-life of radionuclides (identification of radionuclides, which emit only positrons) with automatic report generation (including automatic measurement of half-life of radionuclides) according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.6.1* | *The inner diameter of the ionization chamber should be ≥40 mm.* |  |  |
| *12.6.2* | *The internal depth of the ionization chamber should be ≥200 mm.* |  |  |
| *12.6.3* | *The ionization chamber should have a lead shielding with a thickness ≥20 mm.* |  |  |
| *12.6.4* | *The measuring range of the ionization chamber should be from 60 kBq up to 300 GBq.* |  |  |
| *12.6.5* | *The energy range of gamma photons, which can be detected by the ionization chamber, should be from 25- 3,000 keV.* |  |  |
| *12.6.6* | *The error in the linearity of response of the ionization chamber should be ≤2 %.* |  |  |
| *12.6.7* | *Certified calibration source for the ionization chamber.* |  |  |
| *12.6.8* | *The system is equipped with a computer and appropriate software to control the device and for preparing the analysis reports.* |  |  |
| 12.7 | Radio-TLC system with utilities for applying the samples onto the TLC plates, TLC plate development system and device for visualization and quantification of the distribution of radioactivity on the plates, which enables radio-TLC analysis with automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. |  |  |
| *12.7.1* | *Glass TLC development vessel having dimensions of 120 × 110 × 86 mm with lid. Quantity: 1 pc.* |  |  |
| *12.7.2* | *Automatic pipette with adjustable volume from 0.5-10 μl. Quantity: 1 pc.* |  |  |
| *12.7.3* | *Plastic tips for automatic pipettes with a volume of 10 μl. Quantity: 1,000 pcs.* |  |  |
| *12.7.4* | *50 × 100 mm TLC plates loaded with silica gel 60 F254 with fluorescent indicator. Quantity: 200 pcs.* |  |  |
| *12.7.5* | *Radio-TLC scanner for advanced analysis of TLC plates with a computer and appropriate software to control the device and for preparing the analysis reports. Quantity: 1 set.* |  |  |
| 12.8 | pH-meter with miniature electrode with the possibility of automatic calibration and calibration standard solutions, with automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. Quantity: 1 set. |  |  |
| *12.8.1* | *Measuring range from pH 0-14.* |  |  |
| *12.8.2* | *Resolution better than 0.1 pH unit.* |  |  |
| *12.8.3* | *The device should be able to automatically detect the buffer calibration solutions.* |  |  |
| *12.8.4* | *The device can be connected to a computer or printer.* |  |  |
| 12.9 | Osmometer for automatic determination of osmolality of radiopharmaceuticals (for determination of isotonicity) with automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. Quantity: 1 pc. |  |  |
| *12.9.1* | *Volume of the measuring cell ≤0.2 ml.* |  |  |
| *12.9.2* | *Time required for measurements ≤2 minutes.* |  |  |
| *12.9.3* | *Accuracy and precision of measurement ≤1 %.* |  |  |
| *12.9.4* | *Measuring range from 0-2,000 mOsm/kg.* |  |  |
| *12.9.5* | *The device can be connected to a computer or printer.* |  |  |
| 12.10 | Electronic balance for measuring weight up to 150 g with a resolution of 0.01 mg with automatic report generation according to GMP guidelines and requirements of the Pharmacopoeia. Quantity: 2 pcs. |  |  |
| 12.11 | Workstation with lead window for to taking samples for analysis. Quantity: 2 pcs. |  |  |
| 12.12 | Lead safe for storage of calibration sources. Quantity: 1 pc. |  |  |
| 12.13 | Common set of laboratory equipment for routine work. Quantity: 1 set. |  |  |
| *12.13.1* | *Glass funnel, Ø 55 mm. Quantity: 2 pcs.* |  |  |
| *12.13.2* | *Glass funnel, Ø 100 mm. Quantity: 2 pcs.* |  |  |
| *12.13.3* | *Glass beaker, tall, 25 ml. Quantity: 10 pcs.* |  |  |
| *12.13.4* | *Glass beaker, tall, 50 ml. Quantity: 20 pcs.* |  |  |
| *12.13.5* | *Glass beaker, tall, 250 ml. Quantity: 20 pcs.* |  |  |
| *12.13.6* | *Glass beaker, tall, 600 ml. Quantity: 20 pcs.* |  |  |
| *12.13.7* | *Glass beaker, tall, 1,000 ml. Quantity: 10 pcs.* |  |  |
| *12.13.8* | *Glass Erlenmeyer vessel with ground glass joint, 50 ml. Quantity: 10 pc.* |  |  |
| *12.13.9* | *Glass Erlenmeyer vessel with ground glass joint, 100 ml. Quantity: 10 pcs.* |  |  |
| *12.13.10* | *Glass Erlenmeyer vessel with ground glass joint, 250 ml. Quantity: 10 pcs.* |  |  |
| *12.13.11* | *Glass Erlenmeyer vessel with ground glass joint, 500 ml. Quantity: 10 pcs.* |  |  |
| *12.13.12* | *Glass measuring cylinder, 10 ml. Quantity: 5 pcs.* |  |  |
| *12.13.13* | *Glass measuring cylinder, 25 ml. Quantity: 5 pcs.* |  |  |
| *12.13.14* | *Glass measuring cylinder, 100 ml. Quantity: 10 pcs.* |  |  |
| *12.13.15* | *Glass measuring cylinder, 500 ml. Quantity: 5 pcs.* |  |  |
| *12.13.16* | *Glass measuring cylinder, 1,000 ml. Quantity: 5 pcs.* |  |  |
| *12.13.17* | *Glass volumetric flask with PP cap, 10 ml. Quantity: 5 pcs.* |  |  |
| *12.13.18* | *Glass volumetric flask with PP cap, 50 ml. Quantity: 10 pcs.* |  |  |
| *12.13.19* | *Glass volumetric flask with PP cap, 100 ml. Quantity: 20 pcs.* |  |  |
| *12.13.20* | *Glass volumetric flask with PP cap, 500 ml. Quantity: 10 pcs.* |  |  |
| *12.13.21* | *Glass volumetric flask with PP cap, 1,000 ml. Quantity: 10 pcs.* |  |  |
| *12.13.22* | *Automatic pipette with variable volume, 10-100 μl. Quantity: 2 pcs.* |  |  |
| *12.13.23* | *Automatic pipette with variable volume, 100-1,000 μl. Quantity: 3 pcs.* |  |  |
| *12.13.24* | *Automatic pipette with variable volume, 1-10 ml. Quantity: 2 pcs.* |  |  |
| *12.13.25* | *Plastic tips for automatic pipettes with a volume of 100 μl. Quantity: 1,000 pcs.* |  |  |
| *12.13.26* | *Plastic tips for automatic pipettes with a volume of 1 ml. Quantity: 1,000 pcs.* |  |  |
| *12.13.27* | *Plastic tips for automatic pipettes with a volume of 10 ml. Quantity: 1,000 pcs.* |  |  |
| *12.13.28* | *Glass Petri dish, Ø 50 mm. Quantity: 20 pcs.* |  |  |
| *12.13.29* | *Glass Petri dish, Ø 80 mm. Quantity: 20 pcs.* |  |  |
| *12.13.30* | *Set of calibration weighs with certificate: 1 mg, 10 mg, 100 mg, 1 g, 10 g, 100 g, 1,000 g. Quantity: 1 set.* |  |  |
| *12.13.31* | *Electronic technical balance, maximum weight 2,000 g, resolution 0.01 g. Quantity: 1 pc.* |  |  |
| *12.13.32* | *Manual vial crimper, Ø20 mm. Quantity: 2 pcs.* |  |  |
| *12.13.33* | *Manual vial de-crimper, Ø20 mm. Quantity: 2 pcs.* |  |  |
| *12.13.34* | *Combined laboratory heater/magnetic stirrer with adjustable temperature and RPM. Quantity: 2 pcs.* |  |  |
| *12.13.35* | *Vortex stirrer. Quantity: 2 pcs.* |  |  |
| *12.13.36* | *Vial tongs, minimum length 200 mm. Quantity: 2 pcs.* |  |  |
| *12.13.37* | *Metal tweezers, 100 mm long. Quantity: 2 pcs.* |  |  |
| *12.13.38* | *Metal tweezers 200 mm long. Quantity: 2 pcs.* |  |  |
| *12.13.39* | *Metal tweezers 300 mm long. Quantity: 2 pcs.* |  |  |
| *12.13.40* | *Plastic tweezers 100 mm long. Quantity: 2 pcs.* |  |  |
| *12.13.41* | *Plastic tweezers 200 mm long. Quantity: 2 pcs.* |  |  |
| *12.13.42* | *Metal spatula for weighing, 100 mg intake. Quantity: 2 pcs.* |  |  |
| *12.13.43* | *Metal spatula for weighing, 1 g intake. Quantity: 2 pcs.* |  |  |
| *12.13.44* | *Plastic spatula for weighing, 100 mg intake. Quantity: 2 pcs.* |  |  |
| *12.13.45* | *Plastic spatula for weighing, 1 g intake. Quantity: 2 pcs.* |  |  |
| *12.13.46* | *Syringe for HPLC injectors, 10 μl. Quantity: 2 pcs.* |  |  |
| *12.13.47* | *Syringe for HPLC injectors, 25 μl. Quantity: 2 pcs.* |  |  |
| *12.13.48* | *Syringe for HPLC injectors, 100 μl. Quantity: 2 pcs.* |  |  |
| *12.13.49* | *Syringe for HPLC injectors, 250 μl. Quantity: 2 pcs.* |  |  |
| *12.13.50* | *Syringe for GC injectors, 1 μl. Quantity: 2 pcs.* |  |  |
| *12.13.51* | *Syringe for GC injectors, 10 μl. Quantity: 2 pcs.* |  |  |
| *12.13.52* | *Syringe for GC injectors, 100 μl. Quantity: 2 pcs.* |  |  |
| *12.13.53* | *S Syringe for GC injectors, 250 μl. Quantity: 2 pcs.* |  |  |
| *12.13.54* | *Digital stopwatch. Quantity: 1 pc.* |  |  |
| *12.13.55* | *Glass bottles with plastic cap and GL45 thread, 50 ml. Quantity: 20 pcs.* |  |  |
| *12.13.56* | *Glass bottles with plastic cap and GL45 thread, 100 ml. Quantity: 50 pcs.* |  |  |
| *12.13.57* | *Glass bottles with plastic cap and GL45 thread, 250 ml. Quantity: 50 pcs.* |  |  |
| *12.13.58* | *Glass bottles with plastic cap and GL45 thread, 500 ml. Quantity: 50 pcs.* |  |  |
| *12.13.59* | *Glass bottles with plastic cap and GL45 thread, 1,000 ml. Quantity: 20 pcs.* |  |  |
| *12.13.60* | *Polyethylene bottles with cap and GL45 thread, 50 ml. Quantity: 20 pcs.* |  |  |
| *12.13.61* | *Polyethylene bottles with cap and GL45 thread, 100 ml. Quantity: 50 pcs.* |  |  |
| *12.13.62* | *Polyethylene bottles with cap and GL45 thread, 250 ml. Quantity: 50 pcs.* |  |  |
| *12.13.63* | *Polyethylene bottles with cap and GL45 thread, 500 ml. Quantity: 20 pcs.* |  |  |
| *12.13.64* | *Polyethylene bottles with cap and GL45 thread, 1,000 ml. Quantity: 20 pcs.* |  |  |
| *12.13.65* | *Polyethylene spray bottle, 250 ml. Quantity: 20 pcs.* |  |  |
| *12.13.66* | *Scissors. Quantity: 2 pcs.* |  |  |
| *12.13.67* | *Scalpel with changeable knives. Quantity: 2 pcs.* |  |  |
| *12.13.68* | *Pasteur pipettes, 3 ml. Quantity: 100 pcs.* |  |  |
| *12.13.69* | *Universal pH stripes (0-14). Quantity: 10 boxes.* |  |  |
| *12.13.70* | *Sterile plastic syringe, without rubber plunger, 2.5 ml. Quantity: 500 pcs.* |  |  |
| *12.13.71* | *Sterile plastic syringe, without rubber plunger, 10 ml. Quantity: 1,000 pcs.* |  |  |
| *12.13.72* | *Sterile plastic syringe, without rubber plunger, 20 ml. Quantity: 500 pcs.* |  |  |
| *12.13.73* | *Sterile needles, 38 mm × 19G. Quantity: 500 pcs.* |  |  |
| *12.13.74* | *Sterile needles, 70 mm × 20G. Quantity: 500 pcs.* |  |  |
| *12.13.75* | *Plastic test tubes with lid 110 × 16 mm, 10 ml. Quantity: 500 pcs.* |  |  |
| *12.13.76* | *Sterile vials with stopper, 15 ml, 20 mm neck, for crimping. Quantity: 500 pcs.* |  |  |
| *12.13.77* | *Aluminum caps for crimping, 20 mm. Quantity: 500 pcs.* |  |  |
| *12.13.78* | *Vials for head-space analysis, 20 ml. Quantity: 500 pcs.* |  |  |
| *12.13.79* | *Plastic caps with holes for head-space analysis. Quantity: 500 pcs.* |  |  |
| *12.13.80* | *Parafilm 75 m × 50 mm. Quantity: 2 pcs.* |  |  |
| *12.13.81* | *Plastic disposable weighing boats. Quantity: 100 pcs.* |  |  |
| *12.13.82* | *Lead apron for protection of operators. Quantity: 2 pcs.* |  |  |
| *12.13.83* | *Laboratory base support stand. Quantity: 5 pcs.* |  |  |
| *12.13.84* | *Laboratory clamp. Quantity: 10 pcs.* |  |  |
| *12.13.85* | *Hook connector for clamps. Quantity: 10 pcs.* |  |  |
| 12.14 | Ventilated laboratory hood. Quantity: 1 pc. |  |  |
| *12.14.1* | *Minimum dimensions of the hood should be 1200 mm width, 580 mm depth and 900 mm height.* |  |  |
| 12.15 | Portable airborne particle counter. Quantity: 1 pc. |  |  |
| 12.16 | Laminar hood for aseptic work. Quantity: 1 pc. |  |  |
| *12.16.1* | *The laminar hood should have an integrated HEPA filter.* |  |  |
| *12.16.2* | *The laminar hood should have independent lighting.* |  |  |
| *12.16.3* | *The minimum dimensions of the hood should be 650 mm width, 640 mm depth and 740 mm height.* |  |  |
| 12.17 | Ventilated laboratory hood. Quantity: 1 pc. |  |  |
| *12.17.1* | *Minimum dimensions of the hood should be 1200 mm width, 580 mm depth and 900 mm height.* |  |  |
| 12.18 | Computer system (hardware and software), which provides for the integration of the results of all analyses and the preparation of the batch production protocol for each manufactured radiopharmaceutical, based on which the authorized person may issue the authorization for use, according to GMP guidelines and requirements of the Pharmacopoeia. Quantity: 1 set. |  |  |
| **13** | **Equipment of the preparatory laboratory. Quantity: 1 set.** |  |  |
| 13.8 | Laboratory dryer for glassware (sterilizer). Quantity: 1 pc. |  |  |
| *13.8.1* | *Useful volume of the dryer ≥ 40 liters.* |  |  |
| *13.8.2* | *Maximum temperature in the chamber ≥ 200 °C.* |  |  |
| 13.9 | Laboratory water demineralizer with reservoir. Quantity: 1 pc. |  |  |
| *13.9.1* | *The capacity of the demineralizer should be at least 1 liter per hour.* |  |  |
| *13.9.2* | *The specific water conductivity should be < 1 μSm/cm.* |  |  |
| *13.9.3* | *The maximum concentration of pyrogenic substances (LAL) should be < 0.1 EU/cm3.* |  |  |
| 13.10 | Laminar hood for aseptic work. Quantity: 1 pc. |  |  |
| *13.10.1* | *The laminar hood should have an integrated HEPA filter.* |  |  |
| *13.10.2* | *The laminar hood should have independent lighting.* |  |  |
| *13.10.3* | *The minimum dimensions of the hood should be 650 mm width, 640 mm depth and 740 mm height.* |  |  |
| 13.11 | Ventilated laboratory hood. Quantity: 1 pc. |  |  |
| *13.11.1* | *Minimum dimensions of the hood should be 1200 mm width, 580 mm depth and 900 mm height.* |  |  |
| **14** | **Equipment for packaging and transport of radiopharmaceuticals. Quantity: 1 set.** |  |  |
| 14.1 | Personal computer with a database of delivered doses of radiopharmaceuticals. Quantity: 1 set. |  |  |
| 14.2 | Waterproof label printer. Quantity: 1 pc. |  |  |
| 14.3 | Containers for transport of radiopharmaceuticals. Quantity: 20 pcs. |  |  |
| *14.3.1* | *The internal container should have a lead shielding with a thickness ≥ 30 mm.* |  |  |
| *14.3.2* | *The container should have a type "A" certificate and should meet the specifications of UN2915-UN2908 for land transport.* |  |  |
| *14.3.3* | *The external container should have a filling from polyethylene foam and a suitable seat for the internal container.* |  |  |
| *14.3.4* | *The external container should have a safety lock.* |  |  |
| **15** | **Radiation monitoring system. Quantity: 1 set.** |  |  |
| 15.1 | Personal electronic dosimeter detecting X-and gamma radiation with audio-visual alarm. Quantity: 20 pcs. |  |  |
| *15.1.1* | *Energy range from 20 keV-10 MeV.* |  |  |
| *15.1.2* | *The dosimeter should have independently adjustable alarm level for the dose rate and total absorbed dose.* |  |  |
| *15.1.3* | *The dosimeter should have an alarm if the battery is nearly empty.* |  |  |
| *15.1.4* | *The measuring range of the dosimeter should be from 0.01 μSv/h – 10 Sv/h.* |  |  |
| *15.1.5* | *The accuracy of measurement should be better or equal to ± 20%.* |  |  |
| *15.1.6* | *The recorded dose history can be uploaded to a computer system.* |  |  |
| 15.2 | Computer system for reading the personal electronic dosimeters. Quantity: 1 set. |  |  |
| *15.2.1* | *Computer equipped with appropriate software for reading the dose history of personal electronic dosimeters.* |  |  |
| *15.2.2* | *Software for archiving and statistical evaluation of personal dosimetric data.* |  |  |
| 15.3 | Stationary gamma-radiation monitoring system within the controlled area of the Production center. |  |  |
| *15.3.1* | *Stationary gamma-radiation detector in the shielding vault of the cyclotron with measuring range of 1 µSV/h to 10 Sv/h. Quantity: 1 pc.* |  |  |
| *15.3.2* | *Stationary gamma-radiation detector for the working areas in the controlled area with measuring range from 1 µSV/h to 10 mSv/h. Quantity: 12 pcs.* |  |  |
| *15.3.3* | *Computer system for supervision of detectors, data acquisition, data logging, review and statistical analysis of the dose rate measured by all detectors in the network. The system should be based on a network server, so that the data can be accessed through the local network and over the internet (remote access). The server should enable simultaneous access of minimum 10 users.* |  |  |
| 15.4 | Portable neutron radiation monitor. Quantity: 1 pc. |  |  |
| *15.4.1* | *The measuring range of neutron doses should be from 0-100 mSv/h.* |  |  |
| *15.4.2* | *The interference in high gamma radiation field should be less than 1 µSV/h as false signal over the whole measurement range.* |  |  |
| *15.4.3* | *The monitor should operate both as stationary and as a portable device.* |  |  |
| *15.4.4* | *The monitor should provide audio alarm if the neutron dose rate exceeds the predefined threshold.* |  |  |
| 15.5 | Combined portable dose rate meter and surface contamination monitor. Quantity: 4 pcs. |  |  |
| *15.5.1* | *The measuring range for ionizing radiation should be from 1 µSV/h to 1 Sv/h.* |  |  |
| *15.5.2* | *The measuring range for monitoring surface contamination should be from 0.1 to 10,000 cps.* |  |  |
| 15.6 | Portable electronic dose rate meter (electronic dosimeter). Quantity: 4 pcs. |  |  |
| *15.6.1* | *The measuring range for ionizing radiation should be from 1 µSV/h to 20 mSv/h.* |  |  |
| 15.7 | Portable telescopic electronic dose rate meter (telescopic electronic dosimeter). Quantity: 1 pc. |  |  |
| *15.7.1* | *The length of the telescope should be at least 3 m.* |  |  |
| *15.7.2* | *The measuring range for ionizing radiation should be from 0.1 µSV/h to 10 Sv/h.* |  |  |
| *15.7.3* | *The monitor should provide audio alarm if the dose rate exceeds the predefined threshold.* |  |  |
| 15.8 | Hand-foot monitor with removable probe for clothing. Quantity: 1 pc. |  |  |
| *15.8.1* | *The device should provide an audio alarm if no impulse is detected within a specified time period (fault detection).* |  |  |
| *15.8.2* | *The device should provide for background compensation by subtracting the background radiation from the measured value of contamination of the hands and feet.* |  |  |
| *15.8.3* | *The device should provide for setting independent arm levels for hands and feet.* |  |  |
| 15.9 | Stationary system for monitoring the exhaust air contamination with integrated air flow rate measurement. Quantity: 1 set. |  |  |
| *15.9.1* | *The scintillation detector should be based on NaI crystal.* |  |  |
| *15.9.2* | *The detector should have appropriate lead shielding to increase the sensitivity of measurement.* |  |  |
| *15.9.3* | *The system should be equipped with a computer and appropriate software for acquisition, archiving, viewing and statistical analysis of measurements.* |  |  |
| *15.9.4* | *The software should enable for identification of radionuclides detected in the exhaust air.* |  |  |
| **16** | **Laboratory hood with lead shielding and moveable lead window. Quantity: 1 pc.** |  |  |
| 16.1 | The thickness of lead shielding should be 50 mm. |  |  |
| 16.2 | The inner dimensions of the hood should be at least 1,300 mm width, 600 mm depth and 800 mm height. |  |  |
| **17** | **Conceptual design of the Production center: conceptual drawing of both levels (ground floor and first floor) with short description of the function of each room. In line with The Rulebook on the Contents, Manner and Procedure of Preparing and the Manner of control of Technical documentation, according to the class and purpose of the respective facility (The Official gazette of the RS, No. 72/2018)** |  |  |
| **18** | **Theoretical and practical training. The Bidder is obliged to present a detailed training plan covering at least the following subjects:** |  |  |
| 18.1 | Operation of the cyclotron. |  |  |
| 18.2 | Preventive maintenance of the cyclotron. |  |  |
| 18.3 | Operation and preventive maintenance of hot cells. |  |  |
| 18.4 | Operation of equipment for the quality control of radiopharmaceuticals. |  |  |
| 18.5 | Operation of equipment for monitoring of ionizing radiation. |  |  |
| 18.6 | Operation of the module for the synthesis of radiopharmaceutical FDG. |  |  |
| 18.7 | Operation of the device for electrochemical deposition of metals and preparation of targets for production of 64Cu. |  |  |
| 18.8 | Operation of the module for production of radionuclide 64Cu. |  |  |
| 18.9 | Operation of the solid target irradiation station and the system for pneumatic transport of capsules with target. |  |  |
| **19** | **The guarantee period for the entire system (including additional equipment): 18 months** |  |  |

For the purpose of assessing the Technical proposal, the table below should be filled with the data required, on the basis of which the proposal will be scoring:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description of the characteristic** | **Guaranteed value** | **Units of measurement** |
| 1 | Maximum energy of the proton beam of the offered cyclotron |  | MeV |
| 2 | Maximum proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons |  | µА |
| 3 | The number of ports for the targets of the offered cyclotron |  | - |
| 4 | The guaranteed practical yield of the 18F– radionuclide, which can be obtained and transferred into the module for the synthesis of the FDG radiopharmaceutical after one hour of the operation of the offered cyclotron and the offered target, as measured in the hot cell for synthesising FDG |  | GBq‧h-1 |
| 5 | The guaranteed corrected radiochemical yield of the FDG radiopharmaceutical (the yield back-corrected to the moment of the end of cyclotron bombardment /EOB/) that can be achieved with the offered module for the synthesis of FDG |  | % |

**Along with the proposal, the Bidder shall be obligated to submit a statement by the manufacturer containing a list of cyclotrons for which the cyclotron manufacturer has delivered a cyclotron of the same maximum energy as the one that is the subject of this procurement.**

**In addition to the above, it is necessary to submit, on the manufacturer’s memorandum, the authorisation for the signatory of the statement, issued by the authorised person of the manufacturer.**

1. SPECIFICATIONS OF THE PET/CT CAMERA THAT WILL BE INSTALLED IN THE UNIVERSITY CLINICAL CENTER NIŠ IN NIŠ – SUBMITTED WITH THE TECHNICAL PROPOSAL
   1. **Conformity with the technical requirements**

The Bidder shall be obligated to enter “Technical Specification Offered” in the box next to each item in the table with the specifications required. The Bidder shall be obligated to submit the original prospectus or technical documentation (prospectus, catalogue, operation manual and the like), which, in the case of the cyclotron and PET/CT cameras must be certified and signed by the manufacturer’s authorised person on every page, where the parts that prove the fulfilment of each specification from the bidding documentation are to be visibly marked (with a colour marker). In the table, in the column entitled REFERENCE, it is necessary to state the title and page number of the document where the fulfilment of a particular specification can be verified.

Only those characteristics that are not stated in the prospectus of the technical documentation must be proven by an original statement of the manufacturer.

In addition to this, it is necessary to submit, on the manufacturer’s memorandum, the authorisation for the signatory of the documentation, issued by the manufacturer’s authorised person.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description/specification** | **Technical specification offered** | **Reference to Technical documentation** |
| **1.** | **Patient table:** |  |  |
| 1.1 | Patient table with min. 220kg load, adjustable height, with movement controlled by the console. |  |  |
| 1.2 | Scan range for hybrid acquisition (horizontal movement) **min. 195 cm** |  |  |
| 1.3 | Laser system for orthogonal settlement |  |  |
| 1.4 | Accessories related to the positioning and immobilization of the patient: mattress for patient table, extension for patient table head and armrests, knee support, fixation belts, PET / CT phantom positioning holder, a pediatric patient positioning kit |  |  |
| 1.5 | Audio system for communication with the patient (between the control room and the exam room) |  |  |
| **2** | **Main physical and technical characteristics, acquisition, processing and reconstruction:** |  |  |
| 2.1 | Gantry opening diameter min. 70 cm |  |  |
| 2.2 | Extended Field of View for attenuation correction at least 70 cm |  |  |
| 2.3 | PET detector sensitivity according to NEMA NU2-2012 (or newer version) minimum **6.3 cps/kBq** |  |  |
| 2.4 | The width of the field of view of the PET scanner in the axial direction is at least 15 cm |  |  |
| 2.5 | Automatic correction of random and scattered coincidences (PET) |  |  |
| 2.6 | PET iterative reconstruction algorithms 3D-OSEM with variable point spread function (PSF) |  |  |
| 2.7 | PET reconstructed technology to improve 2 times PET **signal-to-noise ratio (SNR) to support identification of small lesions** |  |  |
| 2.8 | PET acquisition options: static, dynamic, whole-body, respiratory triggered acquisition, forming retrospective histograms and summarizing multiple acquisition cycles, list mode |  |  |
| 2.9 | PET deviceless digital respiratory gating technology **or software and hardware for respiratory gated list mod acquisition and reconstruction for organ motion visualization** - fully integrated into the clinical workflow |  |  |
| 2.10 | The number of CT reconstructed slices at one rotation is at least 32, at the total effective length of the detector line in an isocenter equal or greater than **19 mm** |  |  |
| 2.11 | The shortest time required to perform one full rotation of a CT detector system with an X-ray tube is maximum **0.6 sec** |  |  |
| 2.12 | Achievable CT cross-sectional thickness at spiral acquisition 0.625 mm or less |  |  |
| 2.13 | High contrast CT resolution at least **14.0 lp/cm** (at 10% MTF) or better |  |  |
| 2.14 | CT automatic exposure control with combined modulation |  |  |
| 2.15 | CT iterative reconstruction technology for patient dose reduction |  |  |
| 2.16 | Simultaneous acquisition and processing |  |  |
| 2.17 | CT kV range for radiography: **80 - 130 kV** or wider |  |  |
| 2.18 | maximum mA: at least **345 mA** without equivalents values |  |  |
| 2.19 | Possibility to perform CT studies with monitoring of bolus contrast agent (bolus tracking) |  |  |
| 2.20 | PET reconstructed resolution transverse (i.e. transaxial) at 1cm **– max 3.4 mm** |  |  |
| 2.21 | PET detector in-field upgradable to Axial FOV **min 22 cm** with NEMA sensitivity min. **11 cps/kBq** |  |  |
| **3** | **Diagnostic Server Workstation characteristics:** |  |  |
| 3.1 | One (1) Diagnostic Client-server architecture with three (3) client workplaces |  |  |
| 3.2 | Simultaneous operation of at least 3 clients/working places for advanced post processing. |  |  |
| 3.3 | Clients computers with medical DICOM calibrated monitors with screen diagonal of at least 24 inches |  |  |
| 3.4 | Remote server access with FULL ability to analyze and review studies |  |  |
| 3.5 | Dynamic licenses distribution between clients (floatable licenses) |  |  |
| 3.6 | Server image database storage, at least 2 TB |  |  |
| 3.7 | Server must be equipped with the following permanent (unlimited time of use) licenses: |  |  |
| 3.8 | Software package for processing, evaluation and interpretation of oncology PET / CT studies, at least three licenses |  |  |
| 3.9 | Display of all images (corrected and uncorrected PET and CT images), projection images of maximum intensity in cinemode (rotating MIP), at least three licenses |  |  |
| 3.10 | Fusion of PET and CT images, at least three licenses |  |  |
| 3.11 | Multimodality Fusion package (image fusion between CT and MR, SPECT, PET), at least three licenses |  |  |
| 3.12 | The following options: rotation, inverting, scrolling, zooming, annotations, measuring distances and angles, evaluation of regions and volumes of interest in 2D and 3D (ROI / VOI), adjusting the intensity and contrast of the PET image, at least three licenses |  |  |
| 3.13 | Cursor correlation on different images (PET, CT and fusion images), at least three licenses |  |  |
| 3.14 | Tools for quantification of Radiopharmaceutical download (SUVmax, SUV peak, TLG), at least three licenses |  |  |
| 3.15 | Possibility of displaying all reforms: VRT (Volume rendering), MIP (projection images of the maximum intensity) thick / thin, MPR (multiplanar reconstruction), SSD, at least three licenses |  |  |
| 3.16 | Possibility of adaptation and optimization of co-registered images, at least three licenses |  |  |
| 3.17 | Software for quantitative processing of functional brain images by comparison with a database of healthy individuals, at least one license |  |  |
| 3.18 | Automatic spatial normalization and the ability to mark 3D regions of interest (3D ROI) |  |  |
| 3.19 | Quantification of glucose metabolism in nerve tissue based on voxels and 3D ROI, at least one license |  |  |
| 3.20 | Software for creating your own database of normal values of functional images for various brain parameters function (metabolism, amyloid imaging), at least one license |  |  |
| **4** | **Hardware and software for quality control of PET/CT devices:** |  |  |
| 4.1 | Set of phantoms (Ge-68 radioactive sources) for device  calibration and daily quality control procedures. |  |  |
| 4.2 | A set of phantoms from the NEMA test kit (for assessment of the spatial resolution, the influence of scattered and accidental coincidences, the sensitivity and quality of the medical image) for both the PET and CT component of the hybrid model device on offer |  |  |
| 4.3 | A PET/CT phantom (PET NEMA 2012/IEC 2008) for (primarily) evaluation of the quality of a reconstructed PET medical image, and a more precise assessment of relation between count rate and applied patient dose |  |  |
| 4.4 | A "whole-body" anthropomorphic phantom in the form of a torso, with inserts for the lungs, liver, spine, heart, breasts and spherical shells for simulating solid tumors, and the attendant analysis software |  |  |
| 4.5 | The latest version of the quality control software (for the PET and CT components of the hybrid device model on offer) at the moment of delivery |  |  |
| **5** | **Additional equipment:** |  |  |
| 5.1 | Lead apron - 0.50 mm Pb protection - Frontal shield, 3 pcs. |  |  |
| 5.2 | Lead apron - 0.50mm Pb protection Vest + Skirt, 2 pcs. |  |  |
| 5.3 | Thyroid Collar - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.4 | Gonad Shield - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.5 | Gloves (pair) - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.6 | Eyewear - 0.75mm Pb front and side protection, 5 pcs. |  |  |
| 5.7 | PET Mobile Shield - 10 cm thick lead glass view port |  |  |
| 5.8 | L Shield - Lead Thickness: 3.6 cm |  |  |
| 5.9 | Syringe Shield - tungsten with 1,25 cm lead equivalency, 5cc, 2 pcs |  |  |
| 5.10 | Universal Vial Shield - 2,5 cm Lead Equivalent, Tungsten Lead, Holds 10, 20 and 30cc Vials |  |  |
| 5.11 | Rotund Container -24.5 mm lead shielding 44.5 mm lead equivalent on all sides |  |  |
| 5.12 | Transporter II for PET - 0,3 cm lead on the top, bottom, front and back |  |  |
| 5.13 | Lead Container - 1,25 cm lead walls; |  |  |
| 5.14 | PET S Container Shield - Lead Lining: 2.5 cm |  |  |
| 5.15 | Dose Calibrator PET |  |  |
| 5.16 | Radiation monitor |  |  |
| 5.17 | Contamination monitor |  |  |
| 5.18 | Multichannel stationary system for radiation control ( 3 detectors) |  |  |
| 5.19 | Electronic personal dosimeter, 5 pcs |  |  |
| 5.20 | Semi-automatic Radiopharmaceutical Multidose Injector (Dispensing and Injection) |  |  |
| 5.21 | Automatic Radiopharmaceutical Multidose Injector (Dispensing and Injection) |  |  |
| 5.22 | An automatic system (robot) for burning disk and gluing label stickers |  |  |
| 5.23 | Colour laser printer for printing images from PET/CT devices |  |  |
| 5.24 | A laptop computer serving the needs of semi-automatic separation of administrative activities and quality control |  |  |
| 5.25 | An injector for CT contrast |  |  |
| 5.26 | A smart UPS of suitable capacity and with the possibility of connecting at least three workstations and all the components of the server system for archiving |  |  |
| 5.27 | A device for measuring Ambiental temperature and humidity |  |  |
| **6** | **Additional services that the Bidder should provide:** |  |  |
| 6.1 | The Bidder shall be obligated to submit to the Client, within the envisaged deadline, the technical-technological requirements for preparing the space for the installation of a PET/CT camera |  |  |
| 6.2 | Installing the PET/CT scanner and the attendant equipment |  |  |
| 6.3 | Fully implementing and documenting the results of status tests for the device delivered, in accordance with the NEMA Nu2-2007 standard and the manufacturer’s instructions |  |  |
| 6.4 | Providing training for the use of the device, to be conducted by a manufacturer’s specialist in dedicated software applications at the Client’s institution (University Clinical Center Niš in Niš/ Clinical Center of Vojvodina in Novi Sad), lasting 15 working days overall, in three phases, over a period of 6 months from the date of installation – in agreement with the user |  |  |
| 6.5 | Organising and financing, immediately after concluding the Contract, the training of nine people of various profiles (3 doctors, 3 technicians, 2 engineers and a physicist) lasting at least 5 working days for each participant, at the institution where the PET/CT device on offer or better, is used |  |  |
| **7** | **Guarantee period, servicing and maintenance:** |  |  |
| 7.1 | The guarantee period for the entire system (including additional equipment): 18 months |  |  |
| 7.2 | A certified servicer (employed with a local servicing organisation or based on a temporary service agreement/contract of performing temporary or occasional jobs/additional work) for the PET/CT device model on offer |  |  |
| 7.3 | At least one certified servicer for the maintenance of nuclear medicine devices (the PET, SPECT systems), employed with a local servicing organisation or based on a temporary service agreement/contract of performing temporary or occasional jobs/additional work |  |  |
| 7.4 | Service response: up to 4 h (within the warranty period, from the moment of receipt of the written request, which could be sent from 8 a.m. to 2 p.m. during working days) |  |  |
| 7.5 | The guarantee presupposes preventive maintenance of PET/CT devices on a monthly basis |  |  |
| 7.6 | Uptime during the guarantee period: 95 % (this pertains to the whole system that is the subject of procurement, from 8 a.m. to 5 p.m. on working days) |  |  |

1. SPECIFICATIONS OF THE PET/CT CAMERA TO BE INSTALLED IN THE CLINICAL CENTER OF VOJVODINA IN NOVI SAD – SUBMITTED WITH THE TECHNICAL PROPOSAL
   1. **Compliance with the technical requirements**

The Bidder shall be obligated to enter “Technical Specification Offered” in the box next to each item in the table with the specifications required. The Bidder shall be obligated to submit the original prospectus or technical documentation (prospectus, catalogue, operation manual and the like), which, in the case of the cyclotron and PET/CT cameras must be certified and signed by the manufacturer’s authorised person on every page, where the parts that prove the fulfilment of each specification from the bidding documentation are to be visibly marked (with a colour marker). In the table, in the column entitled REFERENCE, it is necessary to state the title and page number of the document where the fulfilment of a particular specification can be verified.

Only those characteristics that are not stated in the prospectus of the technical documentation must be proven by an original statement of the manufacturer.

In addition to this, it is necessary to submit, on the manufacturer’s memorandum, the authorisation for the signatory of the documentation, issued by the manufacturer’s authorised person.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description/specification** | **Technical specification offered** | **Reference to Technical documentation** |
| **1.** | **Patient table:** |  |  |
| 1.1 | Patient table with min. 220kg load, adjustable height, with movement controlled by the console. |  |  |
| 1.2 | Scan range for hybrid acquisition (horizontal movement) **min. 195 cm** |  |  |
| 1.3 | Laser system for orthogonal settlement |  |  |
| 1.4 | Accessories related to the positioning and immobilization of the patient: mattress for patient table, extension for patient table head and armrests, knee support, fixation belts, PET / CT phantom positioning holder, a pediatric patient positioning kit |  |  |
| 1.5 | Audio system for communication with the patient (between the control room and the exam room) |  |  |
| **2** | **Main physical and technical characteristics, acquisition, processing and reconstruction:** |  |  |
| 2.1 | Gantry opening diameter min. 70 cm |  |  |
| 2.2 | Extended Field of View for attenuation correction at least 70 cm |  |  |
| 2.3 | PET detector sensitivity according to NEMA NU2-2012 (or newer version) minimum **6.3 cps/kBq** |  |  |
| 2.4 | The width of the field of view of the PET scanner in the axial direction is at least 15 cm |  |  |
| 2.5 | Automatic correction of random and scattered coincidences (PET) |  |  |
| 2.6 | PET iterative reconstruction algorithms 3D-OSEM with variable point spread function (PSF) |  |  |
| 2.7 | PET reconstructed technology to improve 2 times PET **signal-to-noise ratio (SNR) to support identification of small lesions** |  |  |
| 2.8 | PET acquisition options: static, dynamic, whole-body, respiratory triggered acquisition, forming retrospective histograms and summarizing multiple acquisition cycles, list mode |  |  |
| 2.9 | PET deviceless digital respiratory gating technology **or software and hardware for respiratory gated list mod acquisition and reconstruction for organ motion visualization** - fully integrated into the clinical workflow |  |  |
| 2.10 | The number of CT reconstructed slices at one rotation is at least 32, at the total effective length of the detector line in an isocenter equal or greater than **19 mm** |  |  |
| 2.11 | The shortest time required to perform one full rotation of a CT detector system with an X-ray tube is maximum **0.6 sec** |  |  |
| 2.12 | Achievable CT cross-sectional thickness at spiral acquisition 0.625 mm or less |  |  |
| 2.13 | High contrast CT resolution at least **14.0 lp/cm** (at 10% MTF) or better |  |  |
| 2.14 | CT automatic exposure control with combined modulation |  |  |
| 2.15 | CT iterative reconstruction technology for patient dose reduction |  |  |
| 2.16 | Simultaneous acquisition and processing |  |  |
| 2.17 | CT kV range for radiography: **80 - 130 kV** or wider |  |  |
| 2.18 | maximum mA: at least **345 mA** without equivalents values |  |  |
| 2.19 | Possibility to perform CT studies with monitoring of bolus contrast agent (bolus tracking) |  |  |
| 2.20 | PET reconstructed resolution transverse (i.e. transaxial) at 1cm **– max 3.4 mm** |  |  |
| 2.21 | PET detector in-field upgradable to Axial FOV **min 22 cm** with NEMA sensitivity min. **11 cps/kBq** |  |  |
| **3** | **Diagnostic Server Workstation characteristics:** |  |  |
| 3.1 | One (1) Diagnostic Client-server architecture with three (3) client workplaces |  |  |
| 3.2 | Simultaneous operation of at least 3 clients/working places for advanced post processing. |  |  |
| 3.3 | Clients computers with medical DICOM calibrated monitors with screen diagonal of at least 24 inches |  |  |
| 3.4 | Remote server access with FULL ability to analyze and review studies |  |  |
| 3.5 | Dynamic licenses distribution between clients (floatable licenses) |  |  |
| 3.6 | Server image database storage, at least 2 TB |  |  |
| 3.7 | Server must be equipped with the following permanent (unlimited time of use) licenses: |  |  |
| 3.8 | Software package for processing, evaluation and interpretation of oncology PET / CT studies, at least three licenses |  |  |
| 3.9 | Display of all images (corrected and uncorrected PET and CT images), projection images of maximum intensity in cinemode (rotating MIP), at least three licenses |  |  |
| 3.10 | Fusion of PET and CT images, at least three licenses |  |  |
| 3.11 | Multimodality Fusion package (image fusion between CT and MR, SPECT, PET), at least three licenses |  |  |
| 3.12 | The following options: rotation, inverting, scrolling, zooming, annotations, measuring distances and angles, evaluation of regions and volumes of interest in 2D and 3D (ROI / VOI), adjusting the intensity and contrast of the PET image, at least three licenses |  |  |
| 3.13 | Cursor correlation on different images (PET, CT and fusion images), at least three licenses |  |  |
| 3.14 | Tools for quantification of Radiopharmaceutical download (SUVmax, SUV peak, TLG), at least three licenses |  |  |
| 3.15 | Possibility of displaying all reforms: VRT (Volume rendering), MIP (projection images of the maximum intensity) thick / thin, MPR (multiplanar reconstruction), SSD, at least three licenses |  |  |
| 3.16 | Possibility of adaptation and optimization of co-registered images, at least three licenses |  |  |
| 3.17 | Software for quantitative processing of functional brain images by comparison with a database of healthy individuals, at least one license |  |  |
| 3.18 | Automatic spatial normalization and the ability to mark 3D regions of interest (3D ROI) |  |  |
| 3.19 | Quantification of glucose metabolism in nerve tissue based on voxels and 3D ROI, at least one license |  |  |
| 3.20 | Software for creating your own database of normal values of functional images for various brain parameters function (metabolism, amyloid imaging), at least one license |  |  |
| **4** | **Hardware and software for quality control of PET/CT devices:** |  |  |
| 4.1 | Set of phantoms (Ge-68 radioactive sources) for device  calibration and daily quality control procedures. |  |  |
| 4.2 | A set of phantoms from the NEMA test kit (for assessment of the spatial resolution, the influence of scattered and accidental coincidences, the sensitivity and quality of the medical image) for both the PET and CT component of the hybrid model device on offer |  |  |
| 4.3 | A PET/CT phantom (PET NEMA 2012/IEC 2008) for (primarily) evaluation of the quality of a reconstructed PET medical image, and a more precise assessment of relation between count rate and applied patient dose |  |  |
| 4.4 | A "whole-body" anthropomorphic phantom in the form of a torso, with inserts for the lungs, liver, spine, heart, breasts and spherical shells for simulating solid tumors, and the attendant analysis software |  |  |
| 4.5 | The latest version of the quality control software (for the PET and CT components of the hybrid device model on offer) at the moment of delivery |  |  |
| **5** | **Additional equipment:** |  |  |
| 5.1 | Lead apron - 0.50 mm Pb protection - Frontal shield, 3 pcs. |  |  |
| 5.2 | Lead apron - 0.50mm Pb protection Vest + Skirt, 2 pcs. |  |  |
| 5.3 | Thyroid Collar - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.4 | Gonad Shield - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.5 | Gloves (pair) - 0.50 mm Pb protection, 5 pcs. |  |  |
| 5.6 | Eyewear - 0.75mm Pb front and side protection, 5 pcs. |  |  |
| 5.7 | PET Mobile Shield - 10 cm thick lead glass view port |  |  |
| 5.8 | L Shield - Lead Thickness: 3.6 cm |  |  |
| 5.9 | Syringe Shield - tungsten with 1,25 cm lead equivalency, 5cc, 2 pcs |  |  |
| 5.10 | Universal Vial Shield - 2,5 cm Lead Equivalent, Tungsten Lead, Holds 10, 20 and 30cc Vials |  |  |
| 5.11 | Rotund Container -24.5 mm lead shielding 44.5 mm lead equivalent on all sides |  |  |
| 5.12 | Transporter II for PET - 0,3 cm lead on the top, bottom, front and back |  |  |
| 5.13 | Lead Container - 1,25 cm lead walls; |  |  |
| 5.14 | PET S Container Shield - Lead Lining: 2.5 cm |  |  |
| 5.15 | Dose Calibrator PET |  |  |
| 5.16 | Radiation monitor |  |  |
| 5.17 | Contamination monitor |  |  |
| 5.18 | Multichannel stationary system for radiation control ( 3 detectors) |  |  |
| 5.19 | Electronic personal dosimeter, 5 pcs |  |  |
| 5.20 | Semi-automatic Radiopharmaceutical Multidose Injector (Dispensing and Injection) |  |  |
| 5.21 | Automatic Radiopharmaceutical Multidose Injector (Dispensing and Injection) |  |  |
| 5.22 | An automatic system (robot) for burning disk and gluing label stickers |  |  |
| 5.23 | Colour laser printer for printing images from PET/CT devices |  |  |
| 5.24 | A laptop computer serving the needs of semi-automatic separation of administrative activities and quality control |  |  |
| 5.25 | An injector for CT contrast |  |  |
| 5.26 | A smart UPS of suitable capacity and with the possibility of connecting at least three workstations and all the components of the server system for archiving |  |  |
| 5.27 | A device for measuring Ambiental temperature and humidity |  |  |
| **6** | **Additional services that the Bidder should provide:** |  |  |
| 6.1 | The Bidder shall be obligated to submit to the Client, within the envisaged deadline, the technical-technological requirements for preparing the space for the installation of a PET/CT camera |  |  |
| 6.2 | Installing the PET/CT scanner and the attendant equipment |  |  |
| 6.3 | Fully implementing and documenting the results of status tests for the device delivered, in accordance with the NEMA Nu2-2007 standard and the manufacturer’s instructions |  |  |
| 6.4 | Providing training for the use of the device, to be conducted by a manufacturer’s specialist in dedicated software applications at the Client’s institution (University Clinical Center Niš in Niš/ Clinical Center of Vojvodina in Novi Sad), lasting 15 working days overall, in three phases, over a period of 6 months from the date of installation – in agreement with the user |  |  |
| 6.5 | Organising and financing, immediately after concluding the Contract, the training of nine people of various profiles (3 doctors, 3 technicians, 2 engineers and a physicist) lasting at least 5 working days for each participant, at the institution where the PET/CT device on offer or better, is used |  |  |
| **7** | **Guarantee period, servicing and maintenance:** |  |  |
| 7.1 | The guarantee period for the entire system (including additional equipment): 18 months |  |  |
| 7.2 | A certified servicer (employed with a local servicing organisation or based on a temporary service agreement/contract of performing temporary or occasional jobs/additional work) for the PET/CT device model on offer |  |  |
| 7.3 | At least one certified servicer for the maintenance of nuclear medicine devices (the PET, SPECT systems), employed with a local servicing organisation or based on a temporary service agreement/contract of performing temporary or occasional jobs/additional work |  |  |
| 7.4 | Service response: up to 4 h (within the warranty period, from the moment of receipt of the written request, which could be sent from 8 a.m. to 2 p.m. during working days) |  |  |
| 7.5 | The guarantee presupposes preventive maintenance of PET/CT devices on a monthly basis |  |  |
| 7.6 | Uptime during the guarantee period: 95 % (this pertains to the whole system that is the subject of procurement, from 8 a.m. to 5 p.m. on working days) |  |  |

**Name of the Bidder**: \*[*insert complete name of person signing the Proposal*]

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

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

**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*]

Functional Guarantees

Form FUNC

|  |  |
| --- | --- |
| **Required Functional Guarantee** | **Value of Functional Guarantee of the Proposed Plant and Equipment** |
| 1. Energy of the proton beam of the offered cyclotron | 25% of the Value of the Performance Security |
| 2. Proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons. | 25% of the Value of the Performance Security |
| 3. The guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the radiopharmaceutical FDG after one hour of operation of the offered cyclotron and the offered target. | 25% of the Value of the Performance Security |
| 4. The guaranteed corrected radio-chemical yield (%) of the radiopharmaceutical FDG (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the offered module for synthesising FDG | 25% of the Value of the Performance Security |

|  |
| --- |
| Personnel |

**Form PER -1**

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| **1.** | **Title of position\*** |
|  | **Name** |
| **2.** | **Title of position\*** |
|  | **Name** |
| **3.** | **Title of position\*** |
|  | **Name** |
| **4.** | **Title of position\*** |
|  | **Name** |

\*As listed in Section III.

Form PER-2

Resume of Proposed Personnel

n/a

|  |
| --- |
| **Name of Bidder** |

|  |  |  |
| --- | --- | --- |
| **Position** | | |
| **Personnel information** | **Name** | **Date of birth** |
|  | **Professional qualifications**  **Required licences from ITB 2.5:**  **YES/NO (indicate the possessed license)**  **Certificate of passed state exam for health and safety coordinating during construction works from ITB 2.5:**  **YES/NO (indicate the possessed certificate)**  **Certified maintenance persons from ITB 2.6:**  **YES/NO (indicate the subject of the maintenance in accordance with ITB 2.6. points 1), 2) and 3))** | |
| **Present employment** | **Name of employer** | |
|  | **Address of employer** | |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present employer** |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Proposed Subcontractors

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

|  |  |  |
| --- | --- | --- |
| **Items of Plant and Installation Services** | **Proposed Subcontractors/** | **Nationality** |
|  |  |  |
|  |  |  |
|  |  |  |

Others - Time Schedule

(to be used by Bidder when alternative Time for **Completion is invited in ITB 13.2)**

**N/A**

Bidders Qualification without prequalification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form Leg-Gen

Legal Capability - General

|  |  |  |
| --- | --- | --- |
| **Required Legal Capability** | **YES/NO** | **Evidence** |
| The Bidder or its legal representative has NOT been convicted for any criminal act as members of an organized criminal group; that it has NOT been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud; |  |  |
| The Bidder has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory; |  |  |
| The Bidder fulfils obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it at time of the submission of the proposal has not a ban/bans in force on performing economic activities and that it does guarantee that it holds the rights to intellectual property. |  |  |
| It has been shown that, concerning some other tender procedure or donation awarded procedure under EU general budget, there has not been a serious breach of contract due to not fulfilling its contract obligations from the Bidder’s side. Contracting authorities may exclude from participation in a procurement procedure a Bidder which has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. Bidder under this situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure; |  |  |

Form Leg-Sp

Legal Capability - Specific

|  |  |  |
| --- | --- | --- |
| **Required Legal Capability** | **YES/NO** | **Evidence** |
|  |  |  |
| For offered medical devices, it is necessary to submit documentation (license) of current valid registration in ALIMS -R. Serbia or CE certificate, if the device is not registered with ALIMS at the time of the proposals submission. |  |  |
| -License for performance of designing facilities for the production of radioisotopes (P021G1, P021G3, P021E4, and P021M1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia (Valid for Serbian companies only) |  |  |
| -License for performing activities of building facilities for the production of radioisotopes (I021G1, I021G3, and I021M1), issued by Ministry of construction, transport and infrastructure of the Republic of Serbia. (Valid for Serbian companies only) |  |  |

**Form ELI 1.1**

Bidder Information Sheet

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

TD No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name |
| 2. In case of JV, legal name of each party: |
| 3. Bidder’s actual or intended Country of Registration: |
| 4. Bidder’s Year of Registration: |
| 5. Bidder’s Legal Address in Country of Registration: |
| 6. Bidder’s Authorized Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address: |
| 7. Attached are copies of original documents of  🞎 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 4.1,4.2 and 4.3  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.4 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under PDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

**Form ELI 1.2**

Party to JV Information Sheet

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

TD No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: |
| 2. JV’s Party legal name: |
| 3. JV’s Party Country of Registration: |
| 4. JV’s Party Year of Registration: |
| 5. JV’s Party Legal Address in Country of Registration: |
| 6. JV’s Party Authorized Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address: |
| 7. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB . 4.1,4.2 and 4.3  🞎 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 Employer, in accordance with ITB . 4.4  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under PDS ITB 46.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

**Form EXP 2.3**

Experience

General Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TD No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Starting Month / Year** | **Ending Month / Year** | **Years\*** | **Contract Identification** | **The value of the total project/value of the services/works on the related field of** construction of facilities for **radiotherapy or imaging** |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works or Services performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |

**Form Scoring characteristics**

**Specific Experience in Key Activities relevant for scoring – submitted with the Technical Proposal**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Contract Number: \_\_\_** | **Information** |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Description of the similarity of the key activity in accordance with Sub-Factor B6 of Section III: |  |
| Energy level of the cyclotron | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical Production Rate | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Form of Proposal Security

Form of Proposal Security – Bank Guarantee

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Employer to insert its name and address]*

**TD No.:***[Employer to insert reference number for the Tender Documents ]*

**Alternative No***.: [Insert identification No if this is a Proposal for an alternative]*

**Date:***[Insert date of issue]*

**PROPOSAL 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Proposal (hereinafter called "the Proposal") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under TD No. \_\_\_\_\_\_\_\_\_\_\_\_

Furthermore, we understand that, according to the Beneficiary’s conditions, Proposals must be supported by a Proposal 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 \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

(a) has withdrawn its Proposal during the period of Proposal validity set forth in the Letters of Technical and Price Proposal; (“the Proposal Validity Period”), or any extension thereto provided by the Bidder; or

(b) having been notified of the acceptance of its Proposal by the Beneficiary during the Proposal Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicantis not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the end of the Proposal Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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

*[Signature(s)]*

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

Manufacturer’s Authorization

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

TD No.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

WHEREAS

We *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* who are official manufacturers of*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* having factories at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby authorize *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* to submit a Proposal the purpose of which is to provide the following goods, manufactured by us *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

Title:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Duly authorized to sign this Authorization on behalf of: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_

Section V - Eligible Countries

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

In accordance with EIB Guide to Procurement September 2018: Eligibility of Providers of Works, Goods and Services European Investment Bank Guide to Procurement September 2018.

Firms originating from all countries of the world are eligible to tender for this contract. The Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter. In addition, individuals or firms may not be eligible to tender in application of section 1.4 on Ethical Conduct.

Section VI – Statement of Integrity

Statement of Integrity

Date:

Tendering No:

Invitation for Tender No.:

To: **Public Investment Management Office No. 22-26 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank (“EIB”) and the Council of Europe Development Bank (“CEB”). The EIB and the CEB and the Ministry of Education, Science and Technological Development have agreed that this tender process is governed by the European Investment Bank Guide to Procurement.

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:[[1]](#footnote-1)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Recipient |  | Address |  | Reason |  | Amount |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

We declare that no affiliate of the Client/ Promoter is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

* + - 1. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
      2. none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
      3. we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been listed on the EU’s ‘Central Exclusion Database’ (CED) or excluded by any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct;
      4. we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts are not subject to any sanction imposed by resolution of the United Nations Security Council or by the European Union;
      5. and we further undertake to immediately inform [Promoter and CEB/EIB (whoever is Lead Financier)] if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles  i) ii) iii) or (iv) in the box below.

|  |  |  |
| --- | --- | --- |
| Name of Entity Required to be Disclosed |  | Reason Disclosure is Required[[2]](#footnote-2) |
|  |  |  |
|  |  |  |

At any time following the submission of our tender, we grant the EIB and CEB as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:[[3]](#footnote-3)

* **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
* **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
* **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
* **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
* **Obstructive Practice** which means (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; 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 Banks’ contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty.
* **Money Laundering[[4]](#footnote-4)**
* **Terrorist Financing[[5]](#footnote-5)**

Name:

In the Capacity of:

Signed:

Duly authorised to

sign the Tender for

and on behalf of:

Environmental and Social Covenant

Date:

Tendering No:

Invitation for Tender No.:

To: **Public Investment Management Office No. 22-26 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

*Labour standards*. We further commit to the principles of the eight Core ILO standards[[6]](#footnote-6) pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB’s Environmental and Social Handbook. We will regularly monitor and report on its application to [*insert name of the Contracting Authority*] as well as on any corrective measures periodically deemed necessary.

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems[[7]](#footnote-7); (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*[[8]](#footnote-8) and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting [*insert periodicity as indicated in the tender documents*] environmental and social monitoring reports to [*insert name of the Contracting Authority*]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [*insert name of the relevant document if applicable*][[9]](#footnote-9) and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide [*insert name of the Contracting Authority*] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with *[insert name of the Contracting Authority],* any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with *[insert name of the Contracting Authority],* adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

*Environmental and social staff*. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our sub-contractors.

Name:

In the Capacity of:

Signed:

Duly authorised to

sign the Tender for

and on behalf of:

PART 2 - Employer’s Requirements

|  |
| --- |
| Section VII - Employer’s Requirements |

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Scope of Supply of Plant and Installation Services by the Contractor

**Introduction**

For contemporary health care and the medical science, positron emission tomography (PET), which belongs to the domain of imaging and nuclear medicine, is of great strategic importance. It is a highly advanced technique, which represents one of the symbols of molecular medicine and offers exceptional possibilities when it comes to diagnosing the most difficult and the most frequent forms of illness (oncological, neurological, cardiological illnesses, as well as specific infections and inflammations).

PET is based on the application of various positron radiopharmaceuticals (biologically active compounds marked by means of radioactive isotopes – positron emitters), which are introduced into a patient’s organism. Today, hybrid PET/CT or PET/MR devices are used for scanning patients; these devices make it possible to simultaneously obtain the necessary functional (PET) and anatomic-morphological information (CT, MR) on the pathological process being investigated. Compared to the classical morphological techniques (CT, MR, ultrasound) and standard nuclear medicine techniques, the advantages of PET are based on: the possibilities of investigating the physiological and biochemical characteristics of tissues and organs *in vivo*, the high spatial resolution of the scans obtained in this way, the high temporal resolution of dynamic investigations and the possibility of precisely quantifying the processes observed at the cellular and molecular level.

In the sphere of oncology, PET is applied for: a precise assessment of the spread of a malignant process, assessing the sensitivity of a tumour to chemotherapy substances, exactly establishing the effects of radio and chemotherapy, detecting tumour recidivism, precise planning of radiotherapy, assessing the malignant potential of a tumour and determining the prognosis for the given illness. In the sphere of neurology, PET is applied for: diagnosing and differential diagnosing of the involuntary movement disease (Parkinson’s disease and Parkinsonism plus syndromes, Huntington’s disease), diagnosing and differential diagnosing of Alzheimer’s disease and other types of dementia, and also for establishing the localisation of epileptic foci with a view to surgically removing them. In the domain of cardiology, PET is applied for: selecting patients for the application of interventional cardiological methods, bypass operations performed on coronary blood vessels and heart transplantation, diagnosing severe heart rhythm disorders and assessing the prognosis of chronic heart insufficiency. PET is also applied in the diagnostics of infections and inflammations such as: fever of unknown origin, sarcoidosis and tuberculosis, various types of vasculitis, as well as vascular graft infections.

Throughout the world, there exist thousands of centres wherein PET diagnostics is applied, and the share of positron emitters in the overall quantity of radioisotopes used for medical purposes increases all the time, manifesting a tendency to exceed the use of gamma emitters, characteristic of classical nuclear medicine, in the foreseeable future. The bottom standard accepted in the world is one PET/CT device per one million inhabitants.

However, at the moment Serbia has only two PET/CT devices (serving the needs of 7.1 million inhabitants), while at the same time Croatia possesses five such devices (for its 4.2 million inhabitants), Slovenia has three (for 1.9 million inhabitants), Macedonia three (for 2.1 million inhabitants) and Bosnia and Herzegovina two (for 3.5 million inhabitants).

The basic precondition for the operation of each PET centre is the availability of radiopharmaceuticals, which are necessary for the application of PET procedures. These radiopharmaceuticals are produced in centres that have cyclotrons at their disposal (the production of positron emitters), as well as specific laboratory equipment (synthesis of radiopharmaceuticals). Due to the short half-life of radioisotopes used for PET, it is customary to have a centre for producing PET radiopharmaceuticals in the vicinity of a PET diagnostic centre. However, in countries whose territory is not large (Serbia is among them), it will suffice to have a centralised production of positron radiopharmaceuticals to meet the needs of all the PET centres in existence. Unfortunately, as opposed to most of the surrounding countries (Croatia, Hungary, Romania, Bulgaria and Macedonia), Serbia does not have domestic production of positron radiopharmaceuticals, so that they are imported, which considerably increases the price of PET diagnostic procedures.

In keeping with the concept of introducing PET diagnostics in the health care system of Serbia, in 2009 the National PET Centre started operating within the framework of the Clinical Centre of Serbia (CCS) as the basic clinical, developmental, educational and scientific PET institution in the country (temporarily systematised as an integral part of the Centre for Nuclear Medicine). This centre possesses the infrastructure sufficient for two PET/CT devices (one is installed at the moment), and it has a top-level multidisciplinary team working with it, additionally educated at highly-reputed foreign PET centres. The European Association of Nuclear Medicine has proclaimed this institution one of Europe’s clinical and educational PET centres. A year before that, a regional PET centre was established within the framework of the Institute for Oncology of Vojvodina (in Sremska Kamenica). However, the regional PET centres envisaged within the framework of the clinical centres in Niš and Kragujevac have not been realised to this day, and the reason for this is a lack of domestic production of positron radiopharmaceuticals, that is, the inconvenient distance of foreign production centres from which it is possible to import positron radiopharmaceuticals. That is Serbia is currently in the last place in the region when it comes to the implementation of PET diagnostics.

The need for establishing a **National Centre for the Production of Positron Pharmaceuticals** within the framework of the Clinical Centre of Serbia arises from the above-mentioned general advantages of PET diagnostics, and also due to the fact that in Serbia there is no centre for producing PET radiopharmaceuticals, as well as the special conditions pertaining to the position of the CCS in the health care system of the Republic of Serbia. What should be added to the above is the favourable location of the CCS, in the immediate vicinity of the highway. The realisation of this Centre at the location envisaged within the CCS would lead to the creation of the preconditions for:

* having all the necessary positron radiopharmaceuticals at the disposal of the existing and the future PET centres in the country, including those that cannot be imported (due to a short half-life period),
* the functioning of the National PET Centre at full capacity, for the purpose of fulfilling all its functions,
* expanding the PET network and the availability of this type of diagnostics to all the patients in the country,
* a considerable lowering of the costs of procuring radiopharmaceuticals (compared to the import prices), and
* considerable savings in the health care budget owing to the exactness of PET diagnostics, through decreasing the application of unnecessary surgical and other expensive methods.

The procurement, installation and use of two additional modern PET/CT cameras (one at the University Clinical Center Niš in Niš and at the Clinical Center of Vojvodina in Novi Sad each) would significantly increase the capacity of the existing PET diagnostic centres, and Serbia would get closer to the accepted standard for the necessary number of PET cameras in relation to the number of inhabitants.

1. THE PROJECT TASK FOR THE BUILDING OF THE NATIONAL CENTRE FOR THE PRODUCTION OF POSITRON RADIOPHARMACEUTICALS
   1. **The concept of the production of radionuclides and radiopharmaceuticals at the National Centre**

The National Centre for the Production of Positron Pharmaceuticals should be based on a compact isochronous cyclotron, which ensures proton beams of 15-19 MeV proton energy and a proton current of 150 μА as a minimum, measured at any target. The cyclotron being offered should be equipped with a minimum of four extraction lines, with corresponding targets for the production of short-lived and ultrashort-lived positron emitters (18F, 11C), and also with a station for the irradiation of solid targets, which can be used to produce long-lived positron emitters such as 64Cu, 86Y, 89Zr and 124I , as well as some gamma emitters suitable for SPECT, for example, 123I.

The capacity of the National Centre for the Production of Positron Radiopharmaceuticals should be designed so that it can enable supplying all the nuclear medicine centres in Serbia with the radiopharmaceutical 2-fluoro[18F ]-2-deoxy-D-glucose (FDG). In addition to this, the production centre will also be a site for research work on developing new radiopharmaceuticals, and also on their pre-clinical research. The production centre should be built within the Clinical Centre of Serbia, where there is a referent National PET centre, in which one PET/CT camera is already in use, so that within this centre all short-lived radionuclides for PET diagnostics will be used. Apart from the above, the centre will also enable conducting clinical research with new radiopharmaceuticals for PET diagnostics.

The National Centre for the Production of Radiopharmaceuticals should be located in a new facility, which is to be built for that purpose. Adapting an existing facility would greatly limit the necessary flexibility in the layout of the rooms because of the very demanding requirements of good manufacturing practice (GMP) for the production of radiopharmaceuticals, as well as requirements related to protection against ionising radiation.

The selection of the key equipment (the cyclotron, the modules for the production of the radiopharmaceutical 2-fluoro[18F ]-2-deoxy-D-glucose and the module for dispensing of radiopharmaceuticals) must be such that it can ensure a minimum production capacity of 300 GBq of FDG at the end of production (EOC) in a single batch, with the provison that a minimum of two batches of FDG can be produced in one day. This will ensure that each PET/CT device that has already been installed or whose installation is planned in Serbia in the near future (two devices exist in Belgrade and Sremska Kamenica, and later there will be one each in Niš and Kragujevac), can be used to examine a minimum of 20 patients per day (that is, a total of 120 PET examinations per day in Serbia).

* 1. Phases of realisation

The building and outfitting of the National Centre for the Production of Positron Radiopharmaceuticals will unfold in two phases. Within the framework of the first phase, a facility will be built which, in terms of its characteristics, will meet the needs for the installation of a cyclotron and all the necessary subsystems, devices and the corressponding equipment required for the normal functioning of the National Centre in full capacity, as envisaged by the concept. In the first phase, a cyclotron will be installed, as well as the necessary technological equipment enabling the production and quality control of the radiopharmaceutical FDG and the radionuclide 64Cu. In the second phase (which is not the subject of this public procurement), the equipment necessary for the production and quality control of other radionuclides and radiopharmaceuticals referred to in Section 2.1. will be installed, provided that the process of producing the FDG radiopharmaceutical should not be interrupted during the installation of the equipment in the second phase.

* 1. **The Project Task**
     1. General information

|  |  |
| --- | --- |
| **LOCATION** | The Clinical Centre of Serbia complex, Belgrade |
| **PROJECT** | The National Centre for the Production of Positron Radiopharmaceuticals |

* + 1. **General requirements**

For the preparation of investment-technical documentation, use the following documents and general conditions:

* The Law on Planning and Construction (“The Official Gazette of the Republic of Serbia”, nos. 72/2009, 81/2009 – corrected, 64/2010 – Constitutional Court decision, 24/2011, 121/2012, 42/2013 – Constitutional Court decision, 50/2013 – Constitutional Court decision, 98/2013 – Constitutional Court decision, 132/2014 and 145/2014),
* The Law on Protection against Ionising Radiation and Nuclear Safety (“The Official Gazette of The RS”, nos. No. 95/18 and 10/19),
* Guidelines for Good Manufacturing Practices (“The Official Gazette of the RS”, no. 97/2017),
* The Rulebook on the Conditions for Planning and Designing Facilities Relating to the Unobstructed Movement of Children, Elderly, Handicapped and Persons with Invalidity (“The Official Gazette of the RS”, no. 18/97),
* The Law on Safety and Health Care at Work (“The Official Gazette of the RS”, nos. 101/2005 and 91/2015),
* The Law on Protection against Fire (“The Official Gazette of the RS”, nos. 111/2009 and 20/2015),
* The Law on Protection of the Environment (“The Official Gazette of the RS”, nos. 135/2004, 36/2009, 36/2009 – another law, 72/2009 – another law, 43/2011 – Constitutional Court decision, and 14/2016),
* The Decree on Safety and Health Care at Work on Temporary and Movable Construction Sites (“The Official Gazette of the RS”, nos. 14/2009 and 95/2010),
* The Rulebook on the Energy Efficiency of Buildings (“The Official Gazette of the RS”, nos. 61/2011 and 69/2012),
* as well as all the other laws, rulebooks, regulations, norms and standards currently in effect related to this kind of work.
  + 1. **The scope of the technical documentation and realization steps**

***1.2.3.1 First phase***

* Geodetic survey maps (a copy of the plan, a land registry survey of underground installations, a land registry-topographic plan, the regulation protocol),
* Location Permit,
* the geotechnical documentation for the location in question,
* decision on the programme, adopted by the Investor, submitted in the tender documentation.

1.2.3.2 Second phase

* Pre-feasibility study
* Report of the Review Commission on Reviewing the Pre-feasibility study Feasibility study
* Report of the Review Commission on Reviewing the Feasibility study Research Study on Geotechnical Investigative Works
* Geodetic survey of the location
* Conceptual design (IDR)
* Preliminary design (IDP)

1***.2.3.3 Design and Construction Phase***

* Design for the Construction Permit (PGD) and Design for demolishing of existing facility
* Report of the Review Commission on Reviewing the Project for the Construction Permit
* Main design (PZI)
* Construction based on above listed documents
* As-built design (PIO)
* Final delivery of works
* Final delivery of equipment (Precommission, Commission and Functional guarantee test) All of these will be done in accordance with Manufacturers protocols for Precommissioning, Commissionig and guarantee testing of offered equipment.

The Supplier shall be obligated to prepare, on the basis of the conceptual solution on offer, the project documentation for the site where the National Centre for the Production of Positron Radiopharmaceuticals, observing the provisions of the Law on Planning and Construction (“The Official Gazette of the RS”, nos. 72/2009, 81/2009 – corrected, 64/2010 – Constitutional Court decision, 24/2011, 121/2012, 42/2013 – Constitutional Court decision, 50/2013 – Constitutional Court decision, 98/2013 – Constitutional Court decision, 132/2014 and 145/2014), and the Rulebook on the Content, Manner and Procedure of Preparing and the Manner of Conducting Control of the Technical Documentation According to the Class and Function of Buildings, based on the provisions of Article 201 paragraph 5 item 11 of the Law on Planning and Construction (“The Official Gazette of the RS”, nos. 72/09, 81/09 – corrected, 64/10 – CC decision, 24/11, 121/12, 42/13 – CC decision, 50/13 – CC decision, 98/13 – CC decision, 132/14 and 145/14).

1.2.4 Requirements per type of works

Within the framework of the complex of the CCS, located on the land registry plot KP 1442, it is planned to build a new facility, in the place of the existing building, unintended for this purpose, to meet the needs of the National Centre for the Production of Positron Radiopharmaceuticals.

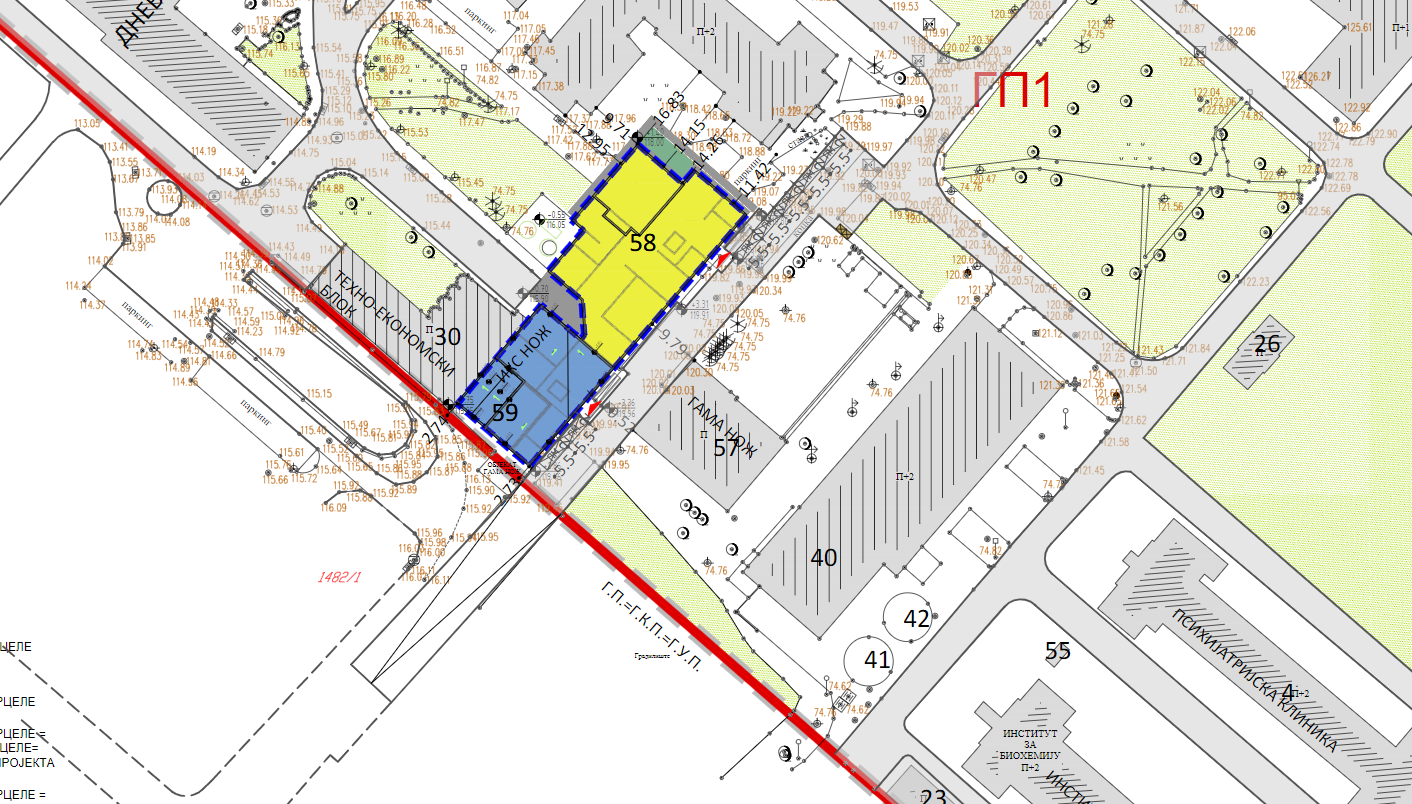
The proposed location has been selected, in keeping with the regime of conducting medical procedures, in the immediate vicinity of the existing National PET Centre. This location enables delivering radiopharmaceuticals to the PET Centre in the shortest period possible.

The foreseen location is in central part of CCS complex with existing building which has no intended use. Building is consisting of ground floor and one more floor above, P0+P1. Construction of facility is made of prefabricated elements with walls combined of reinforced concrete and plain concrete.

The Contractor is obliged to provide Design for demolishing of existing facility and execute all demolishing works.

The Employer will provide all necessary infrastructure for the site during the period of performing works and for the future functioning of new facility.

**Micro location (facility no.30 on picture)**



Diagram

Description automatically generated

Photo of the facility for demolishing

A picture containing outdoor, grass, car, sitting

Description automatically generated

THE ARCHITECTURAL-FUNCTIONAL REQUIREMENTS

The facility shall consist of two floors, the ground floor and the first floor, the overall floor surface ≈ 800 m2.

**The ground floor** is to be envisaged at the level of ≈ 120,00, its entry being from the traffic route connecting the main entrance to the CCS with the entrance to the emergency medical services building.

The main project is to encompass the narrowly defined location of the facility, taking into consideration the infrastructural facilities of the Complex from the perspective of their function within the facility being envisaged.

The materialisation of the facility and the processing

When designing the facility, in effect concerning all the forms of protection (against fire, sound and thermic isolation, against all other atmospheric influences), in accordance with the laws and other regulations and norms.

In view of the purpose of the facility, the design should feature contemporary, high-quality and durable materials, suitable for maintenance, which will give the building a contemporary outlook, in keeping with its architecture.

For those parts of the facility that require it, envisage protection against ionising radiation, in accordance with the calculations and conditions supplied by the authorised institution. The specific characteristics of the materials must be proven by means of attestations. This requirement shall be realized in line with the Law on Protection against Ionising Radiation and Nuclear Safety (Official Gazette of the Republic of Serbia, No. 95/18 and 10/19) and guidelines for good manufacturing practices for the production of radiopharmaceuticals.

Class C and D clean rooms should be designed in accordance with the guidelines for good manufacturing practices for the production of radiopharmaceuticals.

The facility to be built should contain the following functional wholes as a minimum, organised on two levels (the ground floor and the first floor):

***Entrances/exits***

The facility must have three separate entrances/exits: 1) for the personnel, 2) for bringing in raw materials, chemicals, expendables and empty transport containers, and 3) for taking out containers with radiopharmaceuticals (products). The entrances should be equipped with eaves, video surveillance equipment and good lighting at night. The entrances for bringing in raw materials and taking out products should be equipped with a suitable ramp for loading/unloading goods.

The corridors and the atrium

These rooms should be used for brief stays of the personnel and the visitors, the movement of the personnel and transport of raw materials, chemicals and expendables to the appropriate rooms and warehouses.

The sanitary block

The sanitary block should make it possible for the personnel to maintain personal hygiene, taking into consideration the working conditions in the clean rooms.

Kitchenette

This area should enable the preparation and consumption of refreshing beverages and food for the personnel, as well as brief periods of rest.

Offices

It is necessary to provide at least three offices: one for the Manager of the Production Centre, which should also serve for work meetings, and at least two spacious open-type offices wherein the rest of the personnel would perform administrative and creative tasks. All work posts should be equipped with personal computers, connected and forming a local network, enabling access to the Internet. One of the posts should have a networked printer (a colour laser printer, A3/A4 format), a scanner, a photocopier and a telefax machine. All offices should be equipped with telephones connected to a mini-switchboard with at least three outlets to the main city switchboard. These rooms should get as much natural light as possible.

In each office, there should be a monitor of suitable size, placed where it would be visible for all, so that the personnel can follow the video surveillance of the Production Centre.

Sanitary passage

This room is an airlock, and is used by the personnel for changing their clothes and entering the controlled area of the Production Centre; it prevents the mixing of air in the controlled area with the outside air. This is achieved by an appropriate pressure cascade and sufficient number of air changes according to the requirements of radiation protection regulations. It is also used by the personnel for exiting from the controlled area, and also for the decontamination of the personnel in case of contamination by radioactive material before leaving the controlled area. In this room there is a hand-foot contamination monitor with a movable probe for checking the contamination of clothes.

Corridors in the controlled zone

These corridors are used for the movement of the personnel in the controlled area from the sanitary passage to any room in the controlled area.

Preparatory laboratory for non-active materials

This laboratory serves for the preparation of precursors for the synthesis of radiopharmaceuticals that are produced for experimental purposes, for preparing single use kits, and for preparing chemicals and expendables for quality control. Apart from laboratory tables and cupboards, it contains a sink for washing laboratory dishes and a laminar flow hood for handling of sterile kits.

The room should contain standard laboratory equipment (glass dishes, the most often used chemicals, stands with various clamps, automatic pipettes with extensions, a pH-meter, electronic scales with a 0.01 mg resolution, a laboratory drying oven, a laboratory water demineraliser, etc.).

Janitorial room

This room serves as a storage room for keeping the equipment used for washing and disinfecting the floors, walls and ceilings of clean rooms. This equipment is also washed and maintained in proper condition in this room.

The control room of the cyclotron

This room contains a working desk with three personal computers which enable control of the cyclotron, the system for stationary radiation monitoring and the system for heating, ventilation, air conditioning and filtering of the environment of the Production Centre. These computers are to be connected to the local network. The control room should also contain a networked colour laser printer, A4 format.

The room also contains cupboards for storing technical documentation and instruction manuals for the use of the devices and systems that are a part of the Production Centre, and also for archiving protocols.

The control room also contains a monitor for video surveillance of the critical points inside the Production Centre, as well as a device for archiving video recordings.

Workshop in the controlled zone

The workshop should be equipped with suitable working tables, various tools and measuring devices and spare parts necessary for the maintenance and servicing of the cyclotron, targets and modules for the production of radiopharmaceuticals.

The cyclotron cooling system

This room contains the cooling water plant and the compressed air distribution device, which are necessary for the operation of the Production Centre. The central unit of the cooling water plant, as well as the compressor, may be located outside the controlled zone of the production Centre (for example, on the roof of the building), but the heat exchanger and the inner circle of the cooling water, which are in contact with radioactive components, must be located inside the controlled area.

airlocks for taking materials into and out of the controlled area

These airlocks have two doors that cannot be open at the same time, and they serve to take empty transport containers, raw materials and containers with radiopharmaceuticals into and out of the controlled area of the Production Centre, in accordance with GMP guidelines. The number and size of the chambers should be adapted to the size of transport containers and raw materials, and their arrangement should enable unobstructed flow of materials from the storage areas to the controlled area and into and out of clean rooms. The flow of materials and raw materials must be separated from the flow of people in all parts of the Production Centre.

Room for the powers supplies and control system of the cyclotron

This room contains power supplies for the main coils and the radio frequency system of the cyclotron, along with all the utility systems, including the control and safety systems of the cyclotron. This room should be right next to the control room, and in the wall between these two rooms there should be a window large enough to enable seeing the various panel displays on the cabinets.

The door of the cyclotron vault

The door of the cyclotron vault can be in the form of a concrete block that is moved on wheels along tracks by means of a frequency-regulated electromotor, so as to avoid inertial twitches when starting and stopping. It is also necessary to provide a manual drive for the door, with a gearbox, in case of a malfunction of the electromotor. When closed, the door must ensure that the cyclotron vault is hermetically closed. It is also necessary to provide suitable light and sound signalisation indicating that the door is in motion. In addition to the above, the appropriate safety system and clearing procedure should ensure that a person who is in the cyclotron vault cannot get trapped inside it and that during the movement of the door the body or limbs of staff members cannot be caught by it.

Cyclotron vault

The cyclotron should be enclosed in an appropriately shielded vault. The radiation protection shielding should be appropriate for the maximum energy and proton beam current extracted from the cyclotron and stopped by an external target.

The cyclotron vault should be equipped with a suitable sink for taking water away from its floor if there occurs an accidental spillage of cooling water, and for the outflow of cooling water during the emptying of the cooling system for maintenance purposes.

Technical corridor

This room enables access to the hot cells from the back, for the purpose of manually opening and closing the valves for the hermitization and filter replacement, and also for placing production equipment in the hot cells and for the service and maintenance of the hot cells.

GMP airlocks for personnel

These airlocks serve for the passage of the personnel from the controlled area to the class D GMP area and from the class D GMP area to the class C GMP area, in which the production and dispensing of radiopharmaceuticals occures. This is achieved by appropriate pressure cascades and by a sufficient number of air changes.

GMP corridor

This corridor serves for the movement of the personnel in the controlled class C GMP area, and also for transfer of materials between airlocks.

Room for the production of short-lived PET radiopharmaceuticals

This room is a Class C GMP area, and is equipped with hot cells with corresponding modules for routine production of radiopharmaceuticals. In it, there will be four hot cells for four modules, specifically, for two modules for producing the radiopharmaceutical FDG, one universal module for producing other radiopharmaceuticals labelled by 18F, and one universal module for producing radiopharmaceuticals labelled by 11C; each module is integrated in one hot cell.

Room for the production of long-lived PET radiopharmaceuticals

This room is Class C GMP area, and is equipped with hot cells with corresponding modules for the production of radiopharmaceuticals. In it, there will be three hot cells with corresponding modules for producing 64Cu and 89Zr, and for labeling radiopharmaceuticals with these radionuclides This room should also contain one shielded hood for experimental work with open radioactive sources. Two hot cells will be equipped with pneumatic post receiving stations for the transport of irradiated solid targets, which arrive from the cyclotron vault after irradiation.

Room for dispensing of radiopharmaceuticals

This room is a Class C GMP area, and is equipped with a hot cell with a corresponding module for aseptic dispensing of radiopharmaceuticals under the condition of GMP class A laminar air flow. The module for dispensing is such that it enables successive dispensing of various radiopharmaceuticals, along with preparation, which must not last longer than 30 minutes. It should be linked to all hot cells in the rooms for producing radiopharmaceuticals, so that the dispensing of all radiopharmaceuticals can be performed under the same conditions, regardless of whether it is routine or experimental production.

Room for packing of radiopharmaceuticals

This room is equipped for packing vials containing radiopharmaceuticals in corresponding transport containers, and then packing the latter in transport boxes. Vials with radiopharmaceuticals are taken from the hot cell for dispensing radiopharmaceuticals into transport containers through a corresponding airlock in such a way that containers are not taken into the clean room for the dispensing of radiopharmaceuticals, which is GMP class C, but are all the time in the packing room, which is GMP class D.

The room should be equipped with a personal computer connected to the local network, with software for maintaining a database on the radiopharmaceuticals delivered and a printer for sticker labels for transport containers and boxes. In this room, the surface dose rate of transport containers with radiopharmaceuticals is controlled before delivery.

Raw materials storage room

This room is intended for keeping raw materials. It is equipped with separate shelves for two different purposes: for keeping raw materials that should be quarantined, and for keeping raw materials whose use has been approved. In the room, there is also a refrigerator, whose inside is divided into two zones: one for keeping thermally labile raw materials that should be quarantined, and one for keeping thermally labile raw materials whose use has been approved.

Storage room for transport containers and boxes

This room is intended for keeping transport containers and boxes, and also for controlling and cleaning them before taking them into the controlled area.

Preparatory laboratory for radioactive materials

This laboratory is used for preparing solid targets for the production of radionuclides. The laboratory should be equipped with a laboratory hood, equipment for electroplating of materials onto the metal target backing plates, working tables and cupboards for storing laboratory equipment and chemicals.

Laboratory for quality control

This room will be used to conduct quality control of all radiopharmaceuticals. It contains working tables and cupboards for laboratory equipment, cupboards for keeping laboratory equipment and chemicals, and analytical instruments necessary for performing complete quality control of all the radiopharmaceuticals that can be produced with the modules that are installed.

The laboratory should also contain universal analytical equipment, which should ensure quality control of various radiopharmaceuticals that are to be produced for research and development purposes. In this room, there should be installed a working table with local lead protection and lead glass for working with sources of ionising radiation, as well as a laboratory hood, and a laminar hood for determining the apyrogenicity of products.

Storage room in the controlled area

This room serves as an auxiliary warehouse for storing clean coats and accessories for single use in clean rooms (coats, caps, gloves, shoe covers, etc.), as well as products for maintaining the hygiene of the personnel and keeping the rooms clean.

Room for technical gases

This room houses cylinders with compressed technical gases that are needed for the operation of the Production Centre (helium for cooling targets and transport of fluids, gases for the ion source of the cyclotron, gases for detectors of ionising radiation, carrier gases for the gas chromatograph, etc.). The room is located at the periphery of the facility, has a door placed so that it is accessible for loading and unloading cylinders from vehicles, and has natural ventilation.

Machine hall of the system for heating, ventilation, air conditioning and filtering

This room houses the system for heating, ventilation, air conditioning and filtering of the Production Centre, which provides air for GMP class C and D rooms, a suitable cascade of under-pressure and overpressure in the rooms and airlocks, and filtering of the air that leaves the rooms of the Production Centre (HEPA filters and filters with active coal). An integral part of this system is a subsystem which prevents accidental release of radioactive gases into the environment.

Room for temporary storage of radioactive waste

This room will be used for temporary storage of parts of equipment that have been activated or contaminated, and can no longer be used. If needed, the materials from this room will be forwarded to the authorised institution for permanent storage of radioactive waste.

Room for keeping samples for super analysis

This room will be used for keeping samples of each batch produced, as required by GMP guidelines, so that a super analysis could be conducted if any dispute arises.

The cooling system

The cooling system should be dimensioned so that it provides the cooling liquid not only for the air conditioning system but also for indirect cooling of the cyclotron and its subsystems, as well as for all the targets on the cyclotron. The cooling of the cyclotron, its subsystems and targets should be carried out by means of the secondary closed cooling loop, which, through the heat exchanger, is cooled along with the primary cooling circle. The cooling system must be operated without freon.

Rooms for the micro-PET scanner

These rooms should serve for housing the micro-PET scanner, the control room for the scanner, as well as the room where experimental animals are kept and prepared for scanning after being injected with radiopharmaceuticals. These rooms should be a part of the Production Centre, but with a completely separate entrance, in keeping with GMP guidelines. Between the room for keeping and preparing animals and the room for packing radiopharmaceuticals, there should be an airlock, through which the experimental radiopharmaceuticals that are produced can be transferred to the room for preparing animals. If the location available within the premises of the Clinical Centre of Serbia will not suffice for building the rooms for the micro-PET scanner, these rooms should be left out of the project; the priority is to ensure the production of radiopharmaceuticals for PET in accordance with GMP guidelines.

Parking lot

The parking lot will be used for the vehicles of the personnel and for the vehicles intended for transporting radiopharmaceuticals to distant diagnostic centres.

Internal road network

The parking lot and the area for loading and unloading cargo vehicles should be connected with the internal road network of the CCS, so that the vehicles of the personnel and those intended for transporting radiopharmaceuticals can have easy access to the Production Centre.

**CONSTRUCTION OF THE FACILITY**

The facility is to be designed as a reinforced concrete construction through the application of contemporary technology and rational scopes.

The foundation of the facility is to be designed according to the findings from the Geotechnical Survey.

**THE HYDROTECHNICAL INSTALLATIONS PROJECT**

The Hydrotechnical Installations Project should be realised in keeping with the functional requirements of the devices of the National Centre for the Production of Positron Radiopharmaceuticals.

Within the framework of the Water Supply and Sewage Project, two underground reservoirs are envisaged, which capacity has to be given by the Bidder and in line with the technical characteristics of model offered, where radioactive waste water will be gathered, which will be let out of the controlled zone of the production Centre through the sewage system. These reservoirs are to be filled in turns – when the first one gets filled, the other one starts getting filled, and during this process the level of radioactivity in the first one is controlled. When the level of radioactivity in the first reservoir drops below the legally prescribed value, the water in it is let out into the city sewage network. The reservoir capacity must be determined according to the quantity of radioactive waste water and the half-lives of the radionuclides that will be contained in it.

**THE ELECTRIC POWER INSTALLATIONS PROJECT**

The Electric Power Installations Project is to be realised in accordance with the functional needs of the Production Centre.

**THE TELECOMMUNICATIONS SYSTEMS PROJECT**

The Telecommunications Systems Project is to be realised in accordance with the functional needs of the Production Centre.

The Production Centre must have a safety system that protects the personnel against accidental exposure to ionising radiation and from other situations that can endanger the health and lives of the personnel (high voltage, high temperatures, mechanical injuries, etc.). The interlocks within this system must prevent the acceleration of ions in the cyclotron if the clearing procedure for the door of the cyclotron vault has not been carried out, if the door of the vault is not hermetically closed, if the technical conditions for the operation of the cyclotron have not been ensured, in case there is an attempt to enter the vault while the cyclotron is working, etc.

The safety system of the Production Centre must ensure that only an authorised person can enter it, and that its controlled area can only be entered by a person with special authorisation, carrying his/her personal TLD and personal electronic dosimeter. This system should also prevent the possibility of entering the cyclotron vault while the radiation level inside it is above the maximum allowed limit.

The critical points within the Production Centre, where there exists a possibility of accidental exposure of personnel to ionising radiation of high intensity, must be under constant video surveillance. Monitors for video surveillance should be installed in the control room and in each office, with the provison that archiving video recordings is to be ensured.

**THE THERMOTECHNICAL INSTALLATIONS PROJECT**

The Thermotechnical Installations Project is to be realised in accordance with the functional needs of the Production Centre.

**THE PROTECTION AGAINST FIRE PROJECT**

Within the framework of the technical documentation of the project, prepare a project of protection against fire in keeping with the legal regulations, rulebooks and standards currently in effect.

**THE PROTECTION AGAINST RADIATION PROJECT**

The Production Centre must be built in such a way that its system of protection against radiation and radiation monitoring comply with the following international recommendations:

1. ICRP 103 (Recommendations of the International Commission on Radiological Protection from 2007);
2. IAEA BSS (IAEA Safety Series No. GSR Part 2, 2016: Radiation Protection and Safety of Radiation Sources: International Basic Safety Standards).

Protection against the ionising radiation of the cyclotron, as well as the protection provided by the hot cells, must be such as to fulfil the requirements prescribed by the Rulebook on the Limits of Exposure to Ionising Radiation and Measurements for the Purpose of Assessing the Level of Exposure to Ionising Radiation (“The Official Gazette of the RS”, no. 86/11), that is, that when the cyclotron accelerates the ion beam H– of maximum current to maximum energy, which stops at the target that, on account of this, emits ionising radiation that is most unfavourable from the point of view of protection against radiation, specifically, at least 16 hours a day for 250 days per year:

1. the intensity of the equivalent dose of radiation on the external surfaces of protection against the ionising radiation of the cyclotron should not exceed 5 µSv/h;
2. the contribution of the Production Centre to the overall effective dose of radiation of the population should not exceed 0.2 mSv per year.

The protection against radiation provided by the hot cells when they contain radioactive material of the maximum radioactivity for which the cells have been designed must ensure that:

1. the intensity of the equivalent dose of radiation on the external surfaces of the hot cells should not exceed 5 µSv/h;
2. the contribution of the Production Centre to the overall effective dose of radiation of the population should not exceed 0.2 mSv per year.

Protection against the ionising radiation of the cyclotron must be realised in accordance with the following standards:

1. SRPS ISO 14152:2011 (Neutron radiation protection shielding -- Design principles and considerations for the choice of appropriate materials)
2. SRPS ISO 15080:2011 (Nuclear facilities -- Ventilation penetrations for shielded enclosures);
3. SRPS ISO 17873:2011 (Nuclear facilities -- Criteria for the design and operation of ventilation systems for nuclear installations other than nuclear reactors).

The internal chamber and protection against the ionising radiation of the hot cells must be realised in accordance with the following standards:

1. SRPS ISO 10648-1:2011 (Part 1: Containment enclosures Design principles);
2. SRPS ISO 10648-2:2011 (Part 2: Containment enclosures Classification according to leak tightness and associated checking methods);
3. SRPS ISO 11933-1:2011 (Part 1: Components for containment enclosures Glove/bag ports, bungs for glove/bag ports, enclosure rings and interchangeable units);
4. SRPS ISO 11933-2:2011 (Part 2: Components for containment enclosures Gloves, welded bags, gaiters for remote - handling tongs and for manipulators);
5. SRPS ISO 11933-3:2011 (Part 3: Components for containment enclosures Transfer systems such as plain doors, airlock chambers, double door transfer systems, leaktight connections for waste drums);
6. SRPS ISO 11933-4:2011 (Part 4: Components for containment enclosures Ventilation and gas-cleaning systems such as filters, traps, safety and regulation valves, control and protection devices);
7. SRPS ISO 11933-5:2011 (Part 5: Components for containment enclosures Penetrations for electrical and fluid circuits);
8. SRPS EN ISO 14644-1:2016 (Cleanrooms and associated controlled environments - Part 1: Classification of air cleanliness by particle concentration (ISO 14644-1:2015));
9. SRPS EN ISO 14644-2:2016 (Cleanrooms and associated controlled environments - Part 2: Monitoring to provide evidence of cleanroom performance related to air cleanliness by particle concentration (ISO 14644-2:2015));
10. SRPS EN ISO 14644-3:2010 (Cleanrooms and associated controlled environments - Part 3: Test methods (ISO 14644-3:2005));
11. SRPS EN ISO 14644-4:2010 (Cleanrooms and associated controlled environments - Part 4: Design, construction and start-up (ISO 14644-4:2001));
12. SRPS EN ISO 14644-5:2010 (Cleanrooms and associated controlled environments - Part 5: Operations (ISO 14644-5:2004));
13. SRPS EN ISO 14644-6:2010 (Cleanrooms and associated controlled environments - Part 6: Vocabulary (ISO 14644-6:2007);
14. SRPS EN ISO 14644-7:2010 (Cleanrooms and associated controlled environments - Part 7: Separative devices (clean air hoods, gloveboxes, isolators and mini-environments) (ISO 14644-7:2004));
15. SRPS EN ISO 14644-8:2013 (Cleanrooms and associated controlled environments - Part 8: Classification of air cleanliness by chemical concentration (ACC) (ISO 14644-8:2013));
16. SRPS EN ISO 14644-9:2013 (Cleanrooms and associated controlled environments - Part 9: Classification of surface cleanliness by particle concentration (ISO 14644-9:2012));
17. SRPS EN ISO 14644-10:2013 (Cleanrooms and associated controlled environments - Part 10: Classification of surface cleanliness by chemical concentration (ISO 14644-10:2013));
18. SRPS EN ISO 14644-13:2017 (Cleanrooms and associated controlled environments - Part 13: Cleaning of surfaces to achieve defined levels of cleanliness in terms of particle and chemical classifications (ISO 14644-13:2017));
19. SRPS EN ISO 14644-14:2017 (Cleanrooms and associated controlled environments - Part 14: Assessment of suitability for use of equipment by airborne particle concentration (ISO 14644-14:2016)); and
20. SRPS EN ISO 14644-15:2018 (Cleanrooms and associated controlled environments - Part 15: Assessment of suitability for use of equipment and materials by airborne chemical concentration (ISO 14644-15:2017)).

Specification

In accordance to the Section IV. Bidding Forms.

Forms and Procedures

Form of Completion Certificate

Date:

Loan/Credit No:

TD No:

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GCC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated *\_\_\_\_\_\_\_\_\_\_\_\_\_*, relating to the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,*  we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Date of Completion: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title

(Project Manager) Form of Operational Acceptance Certificate

Date:

Loan/Credit No:

TD No:

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

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen,

Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, relating to the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Date of Operational Acceptance: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title

(Project Manager)

Change Order Procedure and Forms

Date:

Loan/Credit No:

TD No:

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2. Change Order Log

3. References for Changes

ANNEXES

Annex 1 Request for Change Proposal

Annex 2 Estimate for Change Proposal

Annex 3 Acceptance of Estimate

Annex 4 Change Proposal

Annex 5 Change Order

Annex 6 Pending Agreement Change Order

Annex 7 Application for Change Proposal

Change Order Procedure

**1. General**

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GCC Clause 39 (Change in the Facilities) of the General Conditions.

**2. Change Order Log**

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

**3. References for Changes**

(1) Request for Change as referred to in GCC Clause 39 shall be serially numbered CR-X-nnn.

(2) Estimate for Change Proposal as referred to in GCC Clause 39 shall be serially numbered CN-X-nnn.

(3) Acceptance of Estimate as referred to in GCC Clause 39 shall be serially numbered CA-X-nnn.

(4) Change Proposal as referred to in GCC Clause 39 shall be serially numbered CP-X-nnn.

(5) Change Order as referred to in GCC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer’s Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office CR-H-nnn

Site CR-S-nnn

(b) The above number “nnn” is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

Annex 1. Request for Change Proposal

(Employer’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days of the date of this letter*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Originator of Change: Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contractor (by Application for Change Proposal No. *\_\_\_\_\_\_\_*[[10]](#footnote-10):

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Facilities and/or Item No. of equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Reference drawings and/or technical documents for the request of Change:

Drawing No./Document No. Description

7. Detailed conditions or special requirements on the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

8. General Terms and Conditions:

(a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.

(b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.

(c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.

(d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.

(e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(Employer’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 2. Estimate for Change Proposal

(Contractor’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GCC Sub-Clause 39.2.1 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Sub-Clause 39.2.2, is required before estimating the cost for change work.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Scheduled Impact of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Cost for Preparation of Change Proposal: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[[11]](#footnote-11)

(a) Engineering (Amount)

(i) Engineer hrs x rate/hr =

(ii) Draftsperson hrs x rate/hr =

Sub-total hrs

Total Engineering Cost

(b) Other Cost

Total Cost (a) + (b)

(Contractor’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 3. Acceptance of Estimate

(Employer’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Estimate for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Acceptance of Estimate No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 39 of the General Conditions.

(Employer’s Name)

(Signature)

(Name and Title of signatory)

Annex 4. Change Pr**o**posal

(Contractor’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, we hereby submit our proposal as follows:

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Originator of Change: Employer: *[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contractor: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Reasons for Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Facilities and/or Item No. of Equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

7. Reference drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:[[12]](#footnote-12)

(Amount)

(a) Direct material

(b) Major construction equipment

(c) Direct field labor (Total hrs)

(d) Subcontracts

(e) Indirect material and labor

(f) Site supervision

(g) Head office technical staff salaries

Process engineer hrs @ rate/hr

Project engineer hrs @ rate/hr

Equipment engineer hrs @ rate/hr

Procurement hrs @ rate/hr

Draftsperson hrs @ rate/hr

Total hrs

(h) Extraordinary costs (computer, travel, etc.)

(i) Fee for general administration, % of Items

(j) Taxes and customs duties

Total lump sum cost of Change Proposal

*(Sum of items (a) to (j))*

Cost to prepare Estimate for Change Proposal

*(Amount payable if Change is not accepted)*

9. Additional time for Completion required due to Change Proposal

10. Effect on the Functional Guarantees

11. Effect on the other terms and conditions of the Contract

12. Validity of this Proposal: within *[Number]* days after receipt of this Proposal by the Employer

13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

(c) Contractor’s cost for preparation of this Change Proposal:[[13]](#footnote-13)2

(Contractor’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 5. Change Order

(Employer’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. *\_\_\_\_\_\_\_*), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Change Order No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Originator of Change: Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contractor: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Authorized Price:

Ref. No.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Foreign currency portion *\_\_\_\_\_\_\_\_\_\_* plus Local currency portion *\_\_\_\_\_\_\_\_\_\_*

6. Adjustment of Time for Completion

None Increase *\_\_\_\_\_\_\_\_\_* days Decrease *\_\_\_\_\_\_\_\_\_* days

7. Other effects, if any

Authorized by: Date:

(Employer)

Accepted by: Date:

(Contractor) **Annex 6. Pending Agreement Change Order**

(Employer’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Employer’s Request for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*dated: *\_\_\_\_\_\_\_\_\_\_*

3. Contractor’s Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* dated: *\_\_\_\_\_\_\_\_\_\_*

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Facilities and/or Item No. of equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Reference Drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

7. Adjustment of Time for Completion:

8. Other change in the Contract terms:

9. Other terms and conditions:

(Employer’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 7. Application for Change Proposal

(Contractor’s Letterhead)

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Application for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* dated: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Reasons for Change:

5. Order of Magnitude Estimation (in the currencies of the Contract):

6. Scheduled Impact of Change:

7. Effect on Functional Guarantees, if any:

8. Appendix:

(Contractor’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

|  |
| --- |
| Drawings  N/A |

|  |
| --- |
| Supplementary Information  N/A |

PART 3 – Conditions of Contract and Contract Forms

|  |
| --- |
| Section VIII - General Conditions of Contract |

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**General Conditions of Contract**

1. Contract and Interpretation

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them:  “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.  “Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).  “GCC” means the General Conditions of Contract hereof.  “PCC” means the Particular Conditions of Contract.  “day” means calendar day.  “year” means 365 days.  “month” means calendar month.  “Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.  “Employer” means the person **named as such in the PCC** and includes the legal successors or permitted assigns of the Employer.  “Project Manager” means the person appointed by the Employer in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and **named as such in the PCC** to perform the duties delegated by the Employer.  “Contractor” means the person(s) whose Proposal to perform the Contract has been accepted by the Employer and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.  “Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.  “Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in GCC Sub-Clause 17.2.4.  “Subcontractor,” including manufacturers, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.  “Dispute Board” (DB) means the person or persons named as such in the PCC appointed by agreement between the Employer and the Contractor to make a decision with respect to any dispute or difference between the Employer and the Contractor referred to him or her by the Parties pursuant to GCC Sub-Clause 46.1 (Dispute Board) hereof.  “The Bank” means the financing institution **named in the PCC.**  “Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.  “Facilities” means the Plant to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.  “Plant” means permanent plant, equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.  “Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc… as the case may require.  “Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.  “Country of Origin” means the countries and territories eligible under the rules of the Bank as further **elaborated in the PCC.**  “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.  “Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.  “Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GCC Clause 8 and in accordance with the relevant provisions of the Contract.  “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed, and that the Facilities or specific part thereof are ready for Commissioning as provided in GCC Clause 24 (Completion) hereof.  “Precommissioning” means the testing, checking and other requirements specified in the Employer’s Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.  “Commissioning” means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).  “Guarantee Test(s)” means the test(s) specified in the Employer’s Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GCC Sub-Clause 25.2 (Guarantee Test) hereof.  “Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.  “Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof. | | |
| 2. Contract Documents | 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. | | |
| 3. Interpretation | 3.1 In the Contract, except where the context requires otherwise:   1. words indicating one gender include all genders; 2. words indicating the singular also include the plural and words indicating the plural also include the singular; 3. provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing; 4. the word “tender” is synonymous with “Proposal,” “tenderer,” with “Bidder,” and “tender documents” with “Bidding Document,” and 5. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.   The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.  3.2 Incoterms  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*.  Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.  3.3 Entire Agreement  Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.  3.4 Amendment  No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.  3.5 Independent Contractor  The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.  3.6 Non-Waiver  3.6.1 Subject to GCC Sub-Clause 3.6.2 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, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.  3.6.2 Any waiver of a Party’s rights, powers or remedies under the Contract must be in writing, must be 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.  3.7 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.  3.8 Country of Origin  “Origin” means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components. | | |
| 4. Communica­tions | 4.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:   1. in writing and delivered against receipt; and 2. delivered, sent or transmitted to the address for the recipient’s communications as stated in the Contract Agreement.   When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be. | | |
| 5. Law and Language | 5.1 The Contract shall be governed by and interpreted in accordance with laws of the country **specified in the PCC.**   * 1. The ruling language of the Contract shall be that **stated in the PCC.**   2. The language for communications shall be the ruling language unless otherwise **stated in the PCC.** | | |
| 6. Fraud and Corruption | 6.1.Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter." EIB Exclusion list:  <http://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>  The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, suppliers, contractors, and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:   * + 1. defines, for the purposes of this provision, the terms set forth below as follows:   • “Corrupt Practice” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.  • “Fraudulent Practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.  • “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.  • “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party  • “Obstructive Practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; 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 EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;  • “Money Laundering” is defined in the Bank’s Anti-Fraud Policy  • “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy   * + 1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in Prohibited conduct in competing for the Contract in question;     2. may cancel all or part of the Bank financing allocated to a contract for works, goods or services if it, at any time, determines pursuant to its exclusion procedures that an individual or an entity has engaged in any prohibited conduct during the procurement process or during the execution of the contract, without the promoter having taken action satisfactory to the Bank to investigate and/or terminate the prohibited conduct or, as the case may be, remedy the damage;     3. may declare an individual or an entity ineligible to be awarded a contract under any EIB Project or to enter into any relationship with the Bank, if it determines pursuant to its exclusion procedures that such individual or entity has engaged in any prohibited conduct in the course of the procurement process and/or implementation of the contract; and     4. will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Proposal submission and contract performance and to have them audited by auditors appointed by the Bank.   6.2 The Employer requires the Contractor 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. | | |
| 1. Subject Matter of Contract | | | |
| 7. Scope of Facilities | | 7.1 Unless otherwise expressly limited in the Employer’s Requirements, the Contractor’s obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Employer’s Requirements. Such specifications include, but are not limited to the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Contractor’s Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.  7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract. |
| 8. Time for Commence­ment and Completion | | 8.1 The Contractor shall commence work on the Facilities within the period **specified in the PCC** and without prejudice to GCC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.  8.2 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time **stated in the PCC** or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof. |
| 9. Contractor’s Responsibilities | | 9.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.  9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to Proposal submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.  9.3 The Contractor shall acquire in behalf of Employer all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor’s and Subcontractor’s personnel and entry permits for all imported Contractor’s Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.  9.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Sub-Clause 10.1 hereof.  9.5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 1 (Country of Origin). Any subcontractors retained by the Contractor shall be from a country as specified in GCC Clause 1 (Country of Origin).  9.6 If the Contractor is a joint venture, or association (JV) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.  9.7 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Contractor 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 Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 6.1 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).  9.8 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the PCC. |
| 10. Employer’s Responsibilities | | 10.1 All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.  10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.  10.3 The Employer shall pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer’s name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).  10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.  10.5 Unless otherwise specified in the Tender documents or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.  10.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.  10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.  10.8 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price. |

1. Payment

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| 11. Contract Price | 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.  11.2 Unless an adjustment clause is **provided for in the PCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.  11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract. |
| 12. Terms of Payment | 12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.  12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.  12.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.  12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor’s Proposal. |
| 13. Securities | 13.1 Issuance of Securities  The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.  13.2 Advance Payment Security  13.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.  13.2.2 The security shall be in the form provided in the Bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration.  13.3 Performance Security  13.3.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount **specified in the PCC.**  13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form provided in Section X, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the PCC, or in another form acceptable to the Employer.  13.3.3 Unless otherwise specified in the PCC, the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the PCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the PCC.  13.3.4 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim. |
| 14. Taxes and Duties | 14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.  14.2 Notwithstanding GCC Sub-Clause 14.1 above, the Employer shall bear and promptly pay  (a) all customs and import duties for the Plant specified in Price Schedule; and  (b) other domestic taxes such as, sales tax and value added tax (VAT) on the Plant specified in Price Schedule and that is to be incorporated into the Facilities, and on the finished goods, imposed by the law of the country where the Site is located.  14.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.  14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of Proposal submission in the country where the Site is located (hereinafter called “Tax” in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 hereof. |

1. Intellectual Property

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| 15. License/Use of Technical Information | 15.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.  15.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party. |
| 16. Confidential Information | 16.1 The Employer and the Contractor 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 termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 16.  16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant, construction or such other work and services as are required for the performance of the Contract.  16.3 The obligation of a Party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which  (a) now or hereafter enters the public domain through no fault of that Party  (b) 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 hereto  (c) otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.  16.4 The above provisions of this GCC Clause 16 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 Facilities or any part thereof.  16.5 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract. |

1. Execution of the Facilities

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| 17. Representatives | 17.1 Project Manager  If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.  All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.  17.2 Contractor’s Representative & Construction Manager  17.2.1 If the Contractor’s Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor’s Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor’s Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.  17.2.2 The Contractor’s Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor’s notices, instructions, information and all other communications under the Contract.  All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor’s Representative or, in its absence, its deputy, except as herein otherwise provided.  The Contractor shall not revoke the appointment of the Contractor’s Representative without the Employer’s prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor’s Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.  17.2.3 The Contractor’s Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor’s Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.  Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor’s Representative.  17.2.4 From the commencement of installation of the Facilities at the Site until Completion, the Contractor’s Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager’s deputy.  17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.4. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.  17.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.  17.3 Supervision  The Employer provides Supervision during construction of the facility, i.e. execution of works for the building permit has been issued. The Expert supervision entails: control whether the construction is carried out in accordance with the building permit, i.e. according to the technical documentation based on which the building permit has been issued; control and verification of the quality of execution of all types of work and application of regulations, standards and technical norms, including standards of accessibility; control and certification of the quantities of executed works; verification whether there are proofs about the quality of the building products, equipment and plants which are installed; providing guidance to the contractor; cooperation with the designer in order to provide details of technological and organizational solutions for performance of works and solving of other matters which arise during execution of works. |
| 18. Work Program | 18.1 Contractor’s Organization  The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.  18.2 Program of Performance  Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and precommission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the PCC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Project Manager.  18.3 Progress Report  The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 above, and supply a progress report to the Project Manager every month.  The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.  18.4 Progress of Performance  If at any time the Contractor’s actual progress falls behind the program referred to in GCC Sub-Clause 18.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2, any extension thereof entitled under GCC Sub-Clause 40.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.  18.5 Procedures  The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer’s Requirements.  The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract. |
| 19. Subcontracting | 19.1 The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, specifies major items of supply or services and a list of approved Subcontractors against each item, including manufacturers. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.  19.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.  19.3 For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, the Contractor may employ such Subcontractors as it may select, at its discretion.  19.4 Each sub-contract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GCC 19.5 (if and when applicable), or in event of termination by the Employer under GCC 42.2.  19.5 If a subcontractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and theProject Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so. |
| 20. Design and Engineering | 20.1 Specifications and Drawings  20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.  The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.  20.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.  20.2 Codes and Standards  Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Proposal submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GCC Clause 39.  20.3 Approval/Review of Technical Documents by Project Manager  20.3.1 The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Project Manager the documents listed in the Appendix to the Contract Agreement titled List of Documents for Approval or Review, for its approval or review as specified and in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance).  Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval thereof.  GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.  20.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.  If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager.  20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.  20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.  20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to a Dispute Board for determination in accordance with GCC Sub-Clause 46.1 hereof. If such dispute or difference is referred to a Dispute Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Dispute Board upholds the Contractor’s view on the dispute and if the Employer has not given notice under GCC Sub-Clause 46.3 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Dispute Board shall decide, and the Time for Completion shall be extended accordingly.  20.3.6 The Project Manager’s approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.  20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manageran amended document and obtained the Project Manager’s approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.  If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 shall apply to such request. |
| 21. Procurement | 21.1 Plant  Subject to GCC Sub-Clause 14.2, the Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.  21.2 Employer-Supplied Plant  If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:  21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 18.2, unless otherwise mutually agreed.  21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer’s cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.  21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 27 or under any other provision of Contract.  21.3 Transportation  21.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor’s Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.  21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor’s Equipment.  21.3.3 Upon dispatch of each shipment of materials and the Contractor’s Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor’s Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.  21.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor’s Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor’s Equipment to the Site.  21.4 Customs Clearance  The Contractor shall, at its own expense, handle all imported materials and Contractor’s Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer’s obligations under GCC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40. |
| 22. Installation | 22.1 Setting Out/Supervision  22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.  If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.  22.1.2 Contractor’s Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.  22.2 Labor:  22.2.1 Engagement of Staff and Labor  Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.  The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.  The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor’s personnel.  The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor’s personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.  22.2.2 Persons in the Service of Employer  The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer’s Personnel.  22.2.3 Labor Laws  The Contractor shall comply with all the relevant labor Laws applicable to the Contractor’s Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.  The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.  The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.  22.2.4 Rates of Wages and Conditions of Labor  The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.  The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.  22.2.5 Working Hours  No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours **stated in the PCC,** unless:  (a) otherwise stated in the Contract,  (b) the Project Manager gives consent, or  (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.  If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager’s consent thereto, the Project Manager shall not unreasonably withhold such consent.  This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.  22.2.6 Facilities for Staff and Labor  Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor’s Personnel. The Contractor shall also provide facilities for the Employer’s Personnel as stated in the Specification.  The Contractor shall not permit any of the Contractor’s Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.  22.2.7 Health and Safety  The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor’s and Employer’s Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.  The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.  The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require.    22.2.8 Funeral Arrangements  In the event of the death of any of the Contractor’s personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise **specified in the PCC.**  22.2.9 Records of Contractor’s Personnel  The Contractor shall keep accurate records of the Contractor’s personnel, including the number of each class of Contractor’s Personnel on theSite and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.  22.2.10 Supply of Foodstuffs  The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.  22.2.11 Supply ofWater  The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.  22.2.12 Measures against Insect and Pest Nuisance  The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.  22.2.13 Alcoholic Liquor or Drugs  The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.  22.2.14 Arms and Ammunition  The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.  22.2.15 Prohibition of All Forms of Forced or Compulsory Labor  The contractor shall not employ “forced or compulsory labor” in any form. “Forced or compulsory labor” consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.  22.2.16 Prohibition of Harmful Child Labor  The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.  22.3 Contractor’s Equipment  22.3.1 All Contractor’s Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager’s consent that such Contractor’s Equipment is no longer required for the execution of the Contract.  22.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.  22.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor’s Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.  22.4 Site Regulations and Safety  The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer’s approval, which approval shall not be unreasonably withheld.  Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.  22.5 Opportunities for Other Contractors  22.5.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.  22.5.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor’s Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.  22.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.  22.5.4 The Contractor shall notify the Project Manager promptly of any defects in the other contractors’ work that come to its notice, and that could affect the Contractor’s work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.  22.6 Emergency Work  If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.  If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.  22.7 Site Clearance  22.7.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shallkeep theSite reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor’s Equipment no longer required for execution of the Contract.  22.7.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.  22.8 Watching and Lighting  The Contractor shall provide and maintain at its own expense alllighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public. |
| 23. Test and Inspection | 23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.  23.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.  23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager or their designated representatives to attend the test and/or inspection.  23.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.  If the Employer or Project Manager or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.  23.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor’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 impede the progress of work on the Facilities and/or the Contractor’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.  23.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.  23.7 If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to an Dispute Board for determination in accordance with GCC Sub-Clause 46.3.  23.8 The Contractor shall afford the Employer and the Project Manager, at the Employer’s expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.  23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.  23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.  23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.  If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract. |
| 24. Completion of the Facilities | 24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer’s Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.  24.2 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.  Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, the Employer shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.  24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Employer in accordance with GCC Sub-Clause 24.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GCC Sub-Clause 25.5.  24.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.  24.5 The Project Manager shall, within fourteen (14) days after receipt of the Contractor’s notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Employer’s Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor’s notice under GCC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.  If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 24.4.  If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor’s repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor’s repeated notice.  If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor’s repeated notice, and the above procedure shall be repeated.  24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor’s notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor’s repeated notice under GCC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor’s notice or repeated notice, or as of the Employer’s use of the Facilities, as the case may be.  24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.  24.8 Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof. |
| 25. Commissioning and Operational Acceptance | 25.1 Commissioning  25.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Project Manager, pursuant to GCC Sub-Clause 24.5, or immediately after the date of the deemed Completion, under GCC Sub-Clause 24.6.  25.1.2 The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.  25.1.3 In accordance with the requirements of the Contract, the Contractor’s and Project Manager’s advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.  25.2 Guarantee Test  25.2.1 Subject to GCC Sub-Clause 25.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.  25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion **specified in the PCC** or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.  25.3 Operational Acceptance  25.3.1 Subject to GCC Sub-Clause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when  (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or  (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the PCC pursuant to GCC Sub-Clause 25.2.2 above or any other period agreed upon by the Employer and the Contractor; or  (c) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and  (d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.  25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer’s Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.  25.3.3 The Project Manager shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor’s notice, issue an Operational Acceptance Certificate.  25.3.4 If within seven (7) days after receipt of the Contractor’s notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor’s said notice.  25.4 Partial Acceptance  25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.  25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.  25.5 Delayed Precommissioning and/or Guarantee Test  25.5.1 In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2, for reasons attributable to the Employer either on account of non availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor’s control, the provisions leading to “deemed” completion of activities such as Completion, pursuant to GCC Sub-Clause 24.6, and Operational Acceptance, pursuant to GCC Sub-Clause 25.3.4, and Contractor’s obligations regarding Defect Liability Period, pursuant to GCC Sub-Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.  25.5.2 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 25.5.1, the Contractor shall be entitled to the following:  (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 26.2;  (b) payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 25.5.3 below;  (c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;  (d) the additional charges towards the care of the Facilities pursuant to GCC Sub-Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 25.5.4 below. The provision of GCC Sub-Clause 33.2 shall apply to the Facilities during the same period.  25.5.3 In the event that the period of suspension under above Sub-Clause 25.5.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.  25.5.4 When the Contractor is notified by the Project Manager that the plant is ready for Precommissioning, the Contractor shall proceed without delay in performing Precommissioning in accordance with Clause 24. |

1. Guarantees and Liabilities

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| 26. Completion Time Guarantee | 26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the PCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.  26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount **specified in the PCC** as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount **specified as “Maximum” in the PCC** as a percentage rate of the Contract Price. Once the “Maximum” is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.  Such payment shall completely satisfy the Contractor’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.  However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.  Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GCC Sub-Clause 18.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.  26.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GCC Clause 40, the Employer shall pay to the Contractor a bonus in the amount **specified in the PCC.**  The aggregate amount of such bonus shall in no event exceed the amount **specified as “Maximum” in the PCC.** |
| 27. Defect Liability | 27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed.  27.2 The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PCC pursuant to GCC Sub-Clause 27.10.  If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:  (a) improper operation or maintenance of the Facilities by the Employer;  (b) operation of the Facilities outside specifications provided in the Contract; or  (c) normal wear and tear.  27.3 The Contractor’s obligations under this GCC Clause 27 shall not apply to:  (a) any materials that are supplied by the Employer under GCC Sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;  (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or  (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 27.7.  27.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.  27.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 27.  The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.  27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.  If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.  27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.  27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.  27.9 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.  27.10 In addition, any such component of the Facilities, and during the period of time as may be **specified in the PCC,** shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 27.2. |
| 28. Functional Guarantees | 28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.  28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.  28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor’s option, either  (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or  (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.  28.4 The payment of liquidated damages under GCC Sub-Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor’s guarantees under GCC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid. |
| 29. Patent Indemnity | 29.1 The Contractor shall, subject to the Employer’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Employer 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 Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.  Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.  29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.  The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.  29.3 The Employer shall indemnify and hold harmless the Contractor 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 whatsoever nature, including attorney’s fees and expenses, which the Contractor 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 Employer. |
| 30. Limitation of Liability | 30.1 Except in cases of criminal negligence or willful misconduct,  (a) neither Party shall be liable to the other Party, 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, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and  (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, 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 Contractor to indemnify the Employer with respect to patent infringement. |

1. Risk Distribution

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| 31. Transfer of Ownership | 31.1 Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.  31.2 Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant are brought on to the Site.  31.3 Ownership of the Contractor’s Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.  31.4 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.  31.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated. |
| 32. Care of Facilities | 32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.  32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor’s temporary facilities by reason of  (a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 hereof; or  (b) any use or occupation by the Employer or any third Party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or  (c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,  the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GCC Sub-Clause 42.1 hereof.  32.3 The Contractor shall be liable for any loss of or damage to any Contractor’s Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 with respect to the Contractor’s temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2 (b) and (c) and 38.1.  32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor’s Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply. |
| 33. Loss of or Damage to Property; Accident or Injury to Workers; Indemnifica­tion | 33.1 Subject to GCC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.  33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.  The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.  33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.  33.4 The Party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party’s liabilities shall be correspondingly reduced. |
| 34. Insurance | 34.1 To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.  (a) Cargo Insurance During Transport  Covering loss or damage occurring while in transit from the Contractor’s or Subcontractor’s works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor’s Equipment.  (b) Installation All Risks Insurance  Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor’s liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.  (c) Third Party Liability Insurance  Covering bodily injury or death suffered by third Parties including the Employer’s personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.  (d) Automobile Liability Insurance  Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.  (e) Workers’ Compensation  In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.  (f) Employer’s Liability  In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.  (g) Other Insurances  Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.  34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers’ Compensation and Employer’s Liability Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers’ Compensation and Employer’s Liability Insurances. All insurer’s rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.  34.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days’ notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.  34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.  34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor’s Subcontractors shall be named as co-insureds under all such policies. All insurers’ rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days’ notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause 34.5.  34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.  34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer’s interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor’s interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor. |
| 35. Unforeseen Conditions | 35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor’s Equipment, notify the Project Manager in writing of  (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;  (b) the additional work and/or Plant and/or Contractor’s Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;  (c) the extent of the anticipated delay; and  (d) the additional cost and expense that the Contractor is likely to incur.  On receiving any notice from the Contractor under this GCC Sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.  35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.  If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40. |
| 36. Change in Laws and Regulations | 36.1 If, after the date twenty-eight (28) days prior to the date of Proposal submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs 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 the PCC pursuant to GCC Sub-Clause 11.2. |
| 37. Force Majeure | 37.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:  (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war  (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts  (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority  (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague  (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster  (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.  37.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.  37.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party’s performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40.  37.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party’s right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.  37.5 No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall  (a) constitute a default or breach of the Contract, or  (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC Sub-Clauses 32.2, 38.3 and 38.4  if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.  37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party’s right to terminate the Contract under GCC Sub-Clause 38.5.  37.7 In the event of termination pursuant to GCC Sub-Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Sub-Clauses 42.1.2 and 42.1.3.  37.8 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein. |
| 38. War Risks | 38.1 “War Risks” shall mean any event specified in paragraphs (a) and (b) of GCC Sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.  38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to  (a) destruction of or damage to Facilities, Plant, or any part thereof;  (b) destruction of or damage to property of the Employer or any third Party; or  (c) injury or loss of life  if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.  38.3 If the Facilities or any Plant or Contractor’s Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for  (a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer  and so far as may be required by the Employer, and as may be necessary for completion of the Facilities  (b) replacing or making good any Contractor’s Equipment or other property of the Contractor so destroyed or damaged  (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof .  If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1.  If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GCC 40.  38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.  38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors’ personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.  38.6 In the event of termination pursuant to GCC Sub-Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3. |

1. Change in Contract Elements

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| 39. Change in the Facilities | 39.1 Introducing a Change  39.1.1 Subject to GCC Sub-Clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called “Change”, provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.  39.1.2 Value Engineering: The Contractor 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 Employer may incur in implementing the value engineering proposal; and  (c) a description of any effect(s) of the change on performance/functionality.  The Employer 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 Employer; or  (c) improves the quality, efficiency, safety or sustainability of the Facilities; or  (d) yields any other benefits to the Employer,  without compromising the necessary functions of the Facilities.  If the value engineering proposal is approved by the Employer and results in:  (a) a reduction of the Contract Price; the amount to be paid to the Contractor 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 Contractor shall be the full increase in the Contract Price.  39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.  39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3, and further details and forms are provided in the Employer’s Requirements (Forms and Procedures).  39.2 Changes Originating from Employer  39.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:  (a) brief description of the Change  (b) effect on the Time for Completion  (c) estimated cost of the Change  (d) effect on Functional Guarantees (if any)  (e) effect on the Facilities  (f) effect on any other provisions of the Contract.  39.2.2 Prior to preparing and submitting the “Change Proposal,” the Contractor shall submit to the Project Manager an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal.  Upon receipt of the Contractor’s Estimate for Change Proposal, the Employer shall do one of the following:  (a) accept the Contractor’s estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal  (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate  (c) advise the Contractor that the Employer does not intend to proceed with the Change.  39.2.3 Upon receipt of the Employer’s instruction to proceed under GCC Sub-Clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Sub-Clause 39.2.1.  39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the Parties thereto shall agree on specific rates for the valuation of the Change.  39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor’s objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.  The Contractor’s failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.  39.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.  If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.  If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GCC Sub-Clause 39.2.2.  39.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order.”  Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.  If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of GCC Sub-Clause 46.1.  39.3 Changes Originating from Contractor  39.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.1.2.  Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.6 and 39.2.7. However, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal. |
| 40. Extension of Time for Completion | 40.1 The Time(s) for Completion specified in the PCC pursuant to GCC Sub-Clause 8.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:  (a) any Change in the Facilities as provided in GCC Clause 39  (b) any occurrence of Force Majeure as provided in GCC Clause 37, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2  (c) any suspension order given by the Employer under GCC Clause 41 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or  (d) any changes in laws and regulations as provided in GCC Clause 36 or  (e) any default or breach of the Contract by the Employer, Appendix to the Contract Agreement titled ,or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer, or   1. any delay on the part of a Subcontractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub-clause, or 2. delays attributable to the Employer or caused by customs, or 3. any other matter specifically mentioned in the Contract   by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.  40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer’s estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GCC Sub-Clause 46.1.  40.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.  40.4 In all cases where the Contractor has given a notice of a claim for an extension of time under GCC 40.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GCC 40.1, the amount of such extra costs shall be added to the Contract Price. |
| 41. Suspension | 41.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.  If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor’s default or breach of the Contract, the Contractor’s performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39, excluding the performance of the suspended obligations from the Contract.  If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1.  41.2 If  (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor’s notice or  (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer’s failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,  then the Contractor may by fourteen (14) days’ notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.  41.3 If the Contractor’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor’s default or breach of the Contract.  41.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor’s Equipment, without the prior written consent of the Employer. |
| 42. Termination | 42.1 Termination for Employer’s Convenience  42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.  42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination  (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition  (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below  (c) remove all Contractor’s Equipment from the Site, repatriate the Contractor’s and its Subcontractors’ personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and  (d) subject to the payment specified in GCC Sub-Clause 42.1.3,  (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination  (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and  (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.  42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:  (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination  (b) the costs reasonably incurred by the Contractor in the removal of the Contractor’s Equipment from the Site and in the repatriation of the Contractor’s and its Subcontractors’ personnel  (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges  (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2  (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.  42.2 Termination for Contractor’s Default  42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 42.2:  (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt  (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43.  (c) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a. of Appendix B to the GCC, in competing for or in executing the Contract.  42.2.2 If the Contractor  (a) has abandoned or repudiated the Contract  (b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GCC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed  (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause  (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,  then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 42.2.  42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,  (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition  (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below  (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination  (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors  (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.  42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer’s use of such equipment, any Contractor’s Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.  Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor’s Equipment will be returned to the Contractor at or near the Site and shall return such Contractor’s Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.  42.2.5 Subject to GCC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.  42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.  If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.  If such excess is greater than the sums due the Contractor under GCC Sub-Clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.  The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.  42.3 Termination by the Contractor  42.3.1 If  (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor’s notice, or  (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer’s failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,  then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.  42.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.  42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately  (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition  (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii)  (c) remove all Contractor’s Equipment from the Site and repatriate the Contractor’s and its Subcontractors’ personnel from the Site, and  (d) subject to the payment specified in GCC Sub-Clause 42.3.4,  (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination  (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors, and  (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.  42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.  42.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.  42.4 In this GCC Clause 42, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.  42.5 In this GCC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment. |
| 43. Assignment | 43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract. |
| 44. Export Restrictions | 44.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, to the country of the Employer or to the use of the Plant and Installation Services to be supplied which arise from trade regulations from a country supplying those Plant and Installation Services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer 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 Plant and Installation Services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer’s convenience pursuant to Sub-Clause 42.1. |

1. Claims, Disputes and Arbitration

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| --- | --- |
| 45. Contractor’s Claims | 45.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.  If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.  The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.  The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer’s liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.  Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:   1. this fully detailed claim shall be considered as interim; 2. the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and 3. the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.   Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.  Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.  The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.  The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.  In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either Party may refer the matter to the Dispute Board pursuant to GCC 46 hereof. |
| 46. Disputes and Arbitration | 46.1 Appointment of the Dispute Board Disputes shall be referred to a DB for decision in accordance with GCC Sub-Clause 46.3. The Parties shall appoint a DB by the date stated in the PCC.  The DB shall comprise, as stated in the PCC, either one or three suitably qualified persons (“the members”), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of activities involved in the performance of the Contract and with the interpreta­tion of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons, one of whom shall serve as chairman.  If the Parties have not jointly appointed the DB 21 days before the date stated in the PCC and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.  However, if a list of potential members is included in the PCC, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.  The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.  The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.  If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.  The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the Operational Acceptance Certificate has been issued in accordance with GCC Sub-Clause 25.3. |
|  | 46.2 Failure to Agree on the Composition of the Dispute Board If any of the following conditions apply, namely:   1. the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of GCC Sub-Clause 46.1, 2. either Party fails to nominate a member (for approval by the other Party) of a DB of three persons by such date, 3. the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or 4. the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,   then the appointing entity or official **named in the PCC** shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official. |
|  | 46.3 Obtaining Dispute Board’s Decision If a dispute (of any kind whatsoever) arises between the Parties in connection with the performance of the Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.  For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.  Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).  Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue with the performance of the Facilities in accordance with the Contract.  If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.  In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GCC Sub-Clauses 46.6 and 46.7, neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.  If the DB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DB’s decision, then the decision shall become final and binding upon both Parties. |
|  | 46.4 Amicable Settlement Where notice of dissatisfaction has been given under GCC Sub-Clause 46.3 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made. |
|  | 46.5 Arbitration Unless **indicated otherwise in the PCC,** any dispute not settled amicably and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, arbitration shall be conducted as follows:  (a) For contracts with foreign contractors:  (i) international arbitration with proceedings administered by the international arbitration institution **appointed in the PCC,** in accordance with the rules of arbitration of the appointed institution,  (ii) the place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located or such other place selected in accordance with the applicable arbitration rules; and  (iii) the arbitration shall be conducted in the language for communications defined in Sub-Clause 5.3; and  (b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s Country.  The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DB, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.  Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.  Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works. |
|  | 46.6 Failure to Comply with Dispute Board’s Decision In the event that a Party fails to comply with a DB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under GCC Sub-Clause 46.5. GCC Sub-Clauses 46.3 and 46.4 shall not apply to this reference. |
|  | 46.7 Expiry of Dispute Board’s Appointment If a dispute arises between the Parties in connection with the performance of the Contract, and there is no DB in place, whether by reason of the expiry of the DB’s appointment or otherwise:  (a) GCC Sub-Clauses 46.3 and 46.4 shall not apply, and (b) the dispute may be referred directly to arbitration under GCC Sub-Clause 46.5 |

**APPENDIX A**

**General Conditions of Dispute Board Agreement**

1. Definitions

Each “Dispute Board Agreement” is a tripartite agreement by and between:

the “Employer”;

the “Contractor”; and

the “Member” who is defined in the Dispute Board Agreement as being:

(i) the sole member of the “DB” and, where this is the case, all references to the “Other Members” do not apply, or

(ii) one of the three persons who are jointly called the “DB” (or “dispute board”) and, where this is the case, the other two persons are called the “Other Members”.

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

(a) the Commencement Date defined in the Contract,

(b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or

(c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:

(a) experienced in the work which the Contractor is to carry out under the Contract,

(b) experienced in the interpretation of contract documentation, and

(c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

(a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;

(b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;

(c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;

(d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);

(e) comply with the annexed procedural rules and with GCC Sub-Clause 46.3;

(f) not give advice to the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;

(g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;

(h) ensure his/her availability for all site visits and hearings as are necessary;

(i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;

(j) treat the details of the Contract and all the DB’s activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and

(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer’s Personnel and the Contractor’s Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB’s activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer’s Personnel and the Contractor’s Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

(a) be appointed as an arbitrator in any arbitration under the Contract;

(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or

(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member’s functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under GCC Sub-Clause 46.3, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

(a) a retainer fee per calendar month, which shall be considered as payment in full for:

(i) being available on 28 days’ notice for all site visits and hearings;

(ii) becoming and remaining conversant with all project developments and maintaining relevant files;

(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

(iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

(i) each day or part of a day up to a maximum of two days’ travel time in each direction for the journey between the Member’s home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on site visits, hearings or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member’s duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PCC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member’s invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer’s rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GCC Sub-Clause 12.3.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days’ notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

## Appendix A

## DISPUTE BOARD GUIDELINES

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.

3. Site visits shall be attended by the Employer, the Contractor and the Project Manager and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

5. If any dispute is referred to the DB in accordance with GCC Sub-Clause 46.3, the DB shall proceed in accordance with GCC Sub-Clause 46.3 and these Guidelines. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

(a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other’s case, and

(b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DB, among other things, to:

(a) establish the procedure to be applied in deciding a dispute,

(b) decide upon the DB’s own jurisdiction, and as to the scope of any dispute referred to it,

(c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,

(d) take the initiative in ascertaining the facts and matters required for a decision,

(e) make use of its own specialist knowledge, if any,

(f) decide upon the payment of financing charges in accordance with the Contract,

(g) decide upon any provisional relief such as interim or conservatory measures,

(h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and

(i) appoint, should the DB so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.

9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with GCC Sub-Clause 46.3, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

(a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;

(b) it shall endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

(c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:

(i) either the Employer or the Contractor does not agree that they do so, or

(ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

Section IX - Particular Conditions of Contract

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| The following Particular Conditions of Contract shall supplement the General Conditions of Contract in Section VIII. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions. |

**Particular Conditions of Contract (PCC)**

The following Particular Conditions (PCC) shall supplement the General Conditions (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the PCC is the corresponding clause number of the GCC.

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| PCC 1. Definitions | The Employer is: Public Investment Management Office  The Project Manager is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  The Bank is: EIB  Country of Origin: all countries and territories as indicated in Section V of the bidding document, Eligible Countries. |
| PCC 5. Law and Language | PCC 5.1 The Contract shall be interpreted in accordance with the laws of: Republic of Serbia as long as aligned with EIB Guide to Procurement.  PCC 5.2 The ruling language is: English language  PCC 5.3 The language for communications is: English and Serbian language |
| PCC 7. Scope of Facilities [Spare Parts] (GCC Clause 7) | PCC 7.1 SCOPE: National Center for Production of Positron Radiopharmaceuticals with accompanying equipment, design and execution of construction works on the facilities, fitting and furnishing (turnkey) and delivery and installation of two PET/CT cameras. The Supplier shall perform the obligations referred to previously in all according to the Proposal no. \_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Contractor acknowledges that it has reviewed the scope of the obligations referred to previously and confirms that it is sufficient to execute all works, services and deliveries in such a manner as to ensure full functionality and safety and the use thereof, without additional requirements for excess or unforeseen works and deliveries. |
| PCC 8. Time for Commencement and Completion | PCC 8.1 The Contractor shall commence work on the Facilities right after the Effective Date for determining Time for Completion as specified in the Contract Agreement.  PCC 8.2 The Time for Completion of the whole of the Facilities shall be \_\_\_\_\_\_\_\_\_\_\_ (MAXIMUM 730 CALENDAR DAYS) from the Effective Date as described in the Contract Agreement*.* |
| PCC 9. Contractor’s Responsibilities | PCC 9.1.1 Contractor’s obligation is to prepare project documentation based on technological solution, for the construction of the National Center for Production of Positron Radiopharmaceuticals, in compliance with the provisions of the Law on planning and construction ("Off. Gazette of the RS", no. 72/2009, 81/2009 - corr., 64/2010 – CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014 and 145/2014), as well as the Rulebook on content, method and procedure of preparation and manner of performance of technical documentation inspection according to the class and purpose of the facilities pursuant to Article 201, paragraph 5, item 11) of the Law on planning and construction („Off. Gazette of the RS", no. 72/09, 81/09 - corr, 64/10 – CC, 24/11, 121/12, 42/13 – CC, 50/13 – CC, 98/13 – CC, 132/14 and 145/14), namely:  4.0 Pre-feasibility and Feasibility study  4.1 Concept design (IDR)  4.2 Preliminary design (IDP)  4.3 Design for a building permit (PGD)  4.4 Main design (PZI)  4.5 As-built design (PIO)  For the facilities referred to in Article 133, paragraph 2 of the Law, the Design for a building permit shall enable the development of technical solutions established by the Preliminary design.  The technical documentation consists of the following parts:  1) Main volume;  2) Projects  „1”: architecture;  „2”: structures and other construction projects (2/1 structures, 2/2 roads, etc.);  „3”: hydro-technical installations;  „4”: electrical installations;  „5”: telecommunication and signalling installations;  „6”: machine installations;  „7”: traffic and traffic signalization;  „8”: external arrangement with an overall utility plan of installations and connections, landscape architecture and horticulture;  „9”: preparatory works (demolition, earth works, security of the foundation pit).  PCC 9.3 The obligation of the Contractor shall be to apply on behalf of the Employer to the competent body for issuing the Enactment on urban requirements for construction of the National Center for Production of Positron Radiopharmaceuticals with accompanying equipment, as well as to provide the elements needed for issuing such a document. Contractor's obligation shall be also to apply on behalf of the Employer to the competent body for granting approval for the construction of the National Centre for Production of Positron Radiopharmaceuticals with accompanying equipment.  PCC 9.4 Contractor’s obligation shall be to do the Main architectural and structural design, the main designs of all necessary installations and facilities, as well as to plan for all measures for safe work during the construction, use and maintenance of the subject facility, installations and working equipment in the National Center for Production of Positron Radiopharmaceuticals with accompanying equipment.  When drafting the Project Documentation, all the principles of providing preventive measures, as defined by the Law on Occupational Safety and Health must be complied with, and all measures for safe work during the construction, use and maintenance of premises in the subject of the public procurement, related installations and working equipment must be provided for and presented.  In accordance with the stages of preparation and development of projects, the Plan of preventive measures and documents shall be prepared, which in accordance with the characteristics of the project, contain information on measures for safe and healthy work during the execution of works.  The Project of Measures of Radiation Safety and Security for Installation and Testing Work and to obtain for it the approval of the Agency for Protection against Ionizing Radiation and Nuclear Safety of Serbia and the Project of Measures of Radiation Safety and Security for the Use of Sources of Ionizing Radiation.  The main fire protection design.  Environmental Impact Study.  In terms of scope and content, all documentation must comply with the applicable regulations in the field of preparation of technical documentation, all regulations in the field of construction of facilities for this purpose, as well as the Law on Occupational Safety and Health, the Fire Protection Law, the Law on Environmental Protection, the Law on Protection against Ionizing Radiation and Nuclear Safety and all supporting applicable regulations.  The Contractor shall be required to:  - execute obligations from this contract conscientiously, in a contractual manner and within the agreed term;  - ensure fulfilment of all conditions for reporting to the competent body the performance of works on the construction of the facility in which the equipment will be installed and commissioned, at the latest 8 (eight) days before the start of the construction, in the manner prescribed by the law;  - perform construction works in accordance with the approved project documentation for construction, the Proposal and other relevant documentation, approvals and permits issued by the competent bodies, the Decree on the Occupational Safety and Health at temporary or mobile construction sites, as well as in accordance with the binding regulations and provisions of this contract;  - appoint an operations manager from among those who meet the requirements for the responsible contractor and inform the Employer thereof within 3 (three) days from the date of conclusion of this contract;  - inform the Employer in writing of the occurrence of circumstances that may affect the performance of works and the application of technical documentation (changes in technical regulations, standards and quality standards, etc.);  - ensure that all necessary measures for safe and healthy work are taken, during the execution of obligations, including the protection of third parties from the hazard of causing damage, as well as the protection of employees in accordance with the Law on Occupational Safety and Health in accordance with the Preventive Measures Plan and the Construction Site Preparation Design;  - keep a construction log and a measurement book, and notify the Employer without delay of any issue of significance for the realization of this contract, and no later than within three days from the day of the discovery of the facts;  - take care that the equipment and materials used for execution of obligations correspond to the statement of works, technical documentation and technical norms;  - provide the Employer with all necessary evidence (attestations, certificates, declaration of conformity, ...) on the quality of materials, elements, parts that are installed, and, if necessary, to examine the quality of materials at the authorized professional organizations;  - provide all evidence of the origin of the equipment and materials, as well as any other documentation accompanying the import and installation of the equipment;  - prior to the delivery of the equipment, provide the Employer’s approval for it;  - at the request of the Employer, also execute subsequent works or services that are not covered and provided for in the project documentation, but are necessary for the functionality and safe use of the facility and equipment.  - remediate a part of the works, deliveries or services that do not correspond to the contracted quality at its own expense within a reasonable time set by the Employer; if the Contractor does not remediate the defects within the deadline determined by the Employer, the Employer shall be entitled to eliminate those defects at the Contractor's expense.  - after completing the assembly, perform the prescribed measurements and prepare the Project for Radiation Safety and Security Measures for the Use of Ionizing Radiation Sources and deliver it to the Employer. |
| PCC 11. Contract Price | PCC 11.2 The contract price referred to in Article 2 of this contract shall be determined as the price in the total amount, which shall be fixed during the entire contract realization and will not be subject to changes. |
| PCC 13. Securities | PCC 13.2.1 The Contractor shall be obliged to deliver to the Employer within 10 (ten) days from the date of conclusion of this contract, a bank guarantee for the repayment of advance payment ( Advance Payment Security ) issued in the amount of 30% of the value of this contract excluding the VAT (GCC 11.1), with a validity period of 10 days longer than Operational Acceptance Certificate. The guarantee must be unconditional, payable on first demand, without objection, and all elements of the guarantee must be fully in compliance with the contract (deadlines, amount). The amount of the guarantee for the repayment of the advance payment shall be reduced in proportion to the value of the completed works and the supplied equipment.  PCC 13.3.1 The Contractor shall be obliged to deliver to the Employer within 20 (twenty) days from the date of signing the contract, a bank guarantee for good performance of the job ( Performance Security ), irrevocable, unconditional and payable on the first demand, without objection, in the amount of 10% of the contract value excluding VAT (GCC 11.1), with a validity period of 30 days longer than the Operational Acceptance.  PCC 13.3.2 The Performance Security shall be in the form of the Bank Guarnatee attached hereto in Section X, Contract Forms.  PCC 13.3.3 The Performance Security shall not be reduced on the date of the Operational Acceptance.  PCC 13.4 The Contractor shall be obliged to deliver to the Employer at the latest within 30 (ten) days from the date of the Operational Acceptance irrevocable, unconditional and payable on the first demand bank guarantee for the elimination of defects in the warranty period (Defect Liability Period, PCC 27.2), issued in the amount of 10% of the value of the contract excluding the VAT (GCC 11.1), with a validity period of 30 days longer than the warranty period (Defect Liability Period, PCC 27.2). |
| PCC 20. Design and Engineering | PCC 20.3.1 The main designs should ensure that all envisaged materials, equipment and systems must be of good quality and modern, with recommendations for the application of products from manufacturers that meet the set criteria. All the materials, equipment and systems must be accurately defined in the priced bill of quantities with regards to the amount, technical characteristics and properties, quality and colour, method of installation, and in accordance with the requirements of the tender documents, and project for the construction, assembly and furnishing of the National Center for Production of Positron Radiopharmaceuticals with accompanying equipment, design and execution of construction works on the facilities, assembly and furnishing (turnkey) and delivery and installation of two PET/CT cameras.  The Contractor shall be obliged to draft a Utility Plan with all installations and equipment.  The main design shall be submitted to the Employer in 6 /six/ copies in printed form and in electronic form on a CD.  The bill of quantities shall be submitted to the Employer in 2 /two/ copies in printed form and in electronic form on a CD.  The Contractor shall be obliged to submit to the Employer within the period of 60 days from the day of signing this contract all necessary requirements, i.e. technical and structural requirements and design and technical documentation, necessary for applying for the approval and permits for the construction of facility. |
| PCC 22 Installation | PCC22.1.1 After the preparation and adoption of the preliminary design, preparation of the Main design, obtaining the Construction Approval from the competent body, registration of works, the Contractor shall initiate the construction and construction and fitting works, as well as all the installations works on the construction at the planned location of the Clinical Center of Serbia.  After obtaining the Construction Approval, the Contractor shall have the opportunity to prepare a preparatory works project and after obtaining the approval for their execution start executing the preparatory works.  The Contractor's obligation shall be to perform all works stipulated in the main designs as well as any subsequent, unforeseen and excess works without any right to change the contracted prices and the values thereof.  The Contractor's obligation shall be to prepare the As built design after the completion of the works and submit it to the Employer in 1 (one) copy in printed form and in electronic form on a CD.  The Warranty period for the performed construction works, including installed installations and technical equipment (electrical installations, stable fire alarm installations , PTT, computer network with connections, thermal and technical installations, air conditioning and ventilation installations and systems, water supply, sanitation and sewage), shall be at least 3 /three/ years from the date of validity of the Certificate of Occupancy.  The Contractor of the subject works shall be obliged to perform the following activities and works:   1. Develop the Project for Radiation Safety and Security Measures for Setting and Testing, the Project for Radiation Safety and Security for the Use of Ionizing Radiation Sources, the Preventive Measures Plan, the Main Fire Protection Design 2. Develop an Environmental Impact Study 3. Provide, on behalf of the Employer, the registration of works and the building permit prior to the commencement of works; 4. Develop a detailed dynamic plan for the execution of works and submit it to the Employer; 5. Manage the execution of works at the site level; 6. Keep the building documentation and provide proof of the quality of works, installed materials, installations and equipment; 7. Remediate, at its own expense, all the damage done during the performance of works on the facility and adjacent facilities; 8. Maintain the construction site during the execution of works and regularly remove all waste materials; 9. Develop As-built design of the facility, i.e. enter all possible changes that occur during the construction into one copy of the technical documentation, in a technically correct and prescribed manner without special compensation; 10. Submit a request and a proposal for a technical inspection on behalf of the Employer to the competent body, on the basis of which a decision on technical inspection will be issued; 11. On behalf of the Employer submit a request to the competent authority for the issuance of the Certificate of Occupancy; 12. Provide its representatives and representatives of the subcontractor for the work of the Commission for technical inspection of the facility; 13. Eliminate any defects according to the Minutes of the Commission for technical inspection, within the deadline; 14. After the completion of the works, and before the engagement of the Commission for technical inspection of the facility, remove the temporary construction facilities, the deposited material and machinery, to take the rabble to the landfill and perform all the works of clearing the terrain; 15. Participate in the handover of the facility and the final calculation of the performed works; 16. Provide and preserve, in an appropriate way, performed works, equipment and material from deterioration, damage, removal or destruction until the handover of the facility; 17. In accordance with this contract, remediate any defects that may arise during the warranty period.   The Contractor is obliged to provide at its own expense:  1. Performance of all preparatory works;  2. Construction connections (electricity, water, sewerage and PTT);  3. Building fence;  4. Construction board according to the request of the Employer;  5. All necessary accesses to the construction site in accordance with the construction site organization design;  6. Conditions for performance according to the adopted dynamic plan for all weather conditions;  7. Reimbursement of costs of destruction and damage to works, materials and equipment;  8. Securing and safeguarding the facility until obtaining a final decision on the Certificate of Occupancy.  The Contractor shall bear all the costs of consumed electricity, water and sewage, PTT services and waste disposal, from the date of the entry into the possession of the site until the day of signing the Protocol of the handover of the contracted works and equipment to the Employer.  The Contractor shall bear all the costs of making the necessary basic design data and associated administrative fees. |
| PCC 25. Commissioning and Operational Acceptance | PCC 25.2.2 The Guarantee Test of the Facilities shall be successfully completed within 60 days from the date of Completion. |
| PCC 26. Completion Time Guarantee | PCC 26.2  In the event of exceeding the deadline for Completion (Appendix 4), the Contractor shall be obliged to pay to the Employer the amount of 0.05% of the remaining contractual value of the Contractor's fee at the moment, for each overdue day, with the total amount of the contractual penalty not exceeding 5% (in words: five percent) of the remaining contractual value of the Contractor’s fee at that moment.  The collection of the contractual penalty referred to in the previous paragraph shall be effected by collecting a bank guarantee.  PCC 26.3 No bonus will be given for earlier Completion of the Facilities or part thereof. |
| PCC 27. Defect Liability | PCC 27.2 The warranty period (Defect Liability Period) starts from Operational Acceptance shall be: \_\_\_36\_\_ months if it is not different stated in the Technical Specifications.  PCC 27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Bank guarantee for the elimination of defects in the warranty period. |
| PCC 28. Functional Guarantees | PCC 28.1.1  A. Service support within the warranty period (PCC 27.2):  Maintenance and servicing of the equipment that is the subject of this contract shall be exclusively performed by service technicians who possess the appropriate certificate of the equipment manufacturer or by persons qualified in accordance with the manufacturer's requirements or by the manufacturer's service provider.  Contractor’s service technicians for the goods referred to in items 1, 2 and 3 (cyclotron and two PET/CT cameras) must have a valid certificate of qualification for work with ionizing radiation sources and the implementation of measures for protection against ionizing radiation issued by the competent institution. The service department for the goods from the respective items must have an employed or engaged for work person who possesses the valid certificate of the person responsible for protection against ionizing radiation.  The service department for goods referred to in items 1, 2, and 3 (cyclotron and two PET/CT cameras) must have a valid license for servicing devices that produce ionizing radiation, issued by the competent institution.  Within the warranty period, Contractor’s service technician/ service department shall be obliged to respond on the same day to a written call for service intervention addressed by 10 am, for the goods that are the subject of this contract (cyclotron and two PET/CT cameras). In the event of a call coming later, it shall be obligated to respond within 24 hours. If the complexity of the problem prevents immediate remediation, the repair deadline can be extended up to the deadline defined by the manufacturer's procedure for this type of defect, and not longer than 8 calendar days.  B. Post-sale maintenance in the warranty period (PCC 27.2)  The Contractor shall be obliged to perform twice a year in the warranty period preventive maintenance of the delivered goods referred to in the items 1, 2 and 3 (cyclotron and two PET/CT cameras), according to the manufacturer's instructions.  During the specified warranty period, the Contractor shall provide at its own expense all spare parts and consumables required for preventive maintenance and maintenance upon call, covering all associated costs, service technician costs and costs for the visit of the service technician. For each individual preventive maintenance and maintenance upon call, the Employer shall be delivered a service report, which must be signed by the service technician and the authorized person of the Employer. |
| PCC 39. Value Engineering | PCC 39.1.2 If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price |
| PCC46. Disputes and Arbitration | PCC 46.1 The DB shall be appointed within [56 days] after the Effective Date.  PCC 46.2 Appointment (if not agreed) to be made/proposed by: Permanent Arbitration at the Chamber of Commerce and Industry of Serbia  PCC 46.5 Procedure to settle disputes in respect of DB’s decisions: The Contracting Parties agree that any disputes arising under this Contract shall be settled by mutual agreement, otherwise the jurisdiction of the Commercial Court in Belgrade shall be contracted. |

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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 Proposal.*]**

**[*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**

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

**Project:***[insert name of project]*

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

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

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

**RFB No:** *[insert TD 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:

1. request an inspection of documents in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| Name: | [*insert name* *of successful Bidder*] |
| Address: | [*insert address* *of the successful Bidder*] |
| Contract price: | [*insert contract price* *of the successful Proposal*] |

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

|  |  |  |
| --- | --- | --- |
| Name of Bidder | Proposal price | Evaluated Proposal Cost |
| [*insert name*] | [*insert Proposal price*] | [*insert evaluated* cost] |
| [*insert name*] | [*insert Proposal price*] | [*insert evaluated cost*] |
| [*insert name*] | [*insert Proposal price*] | [*insert evaluated cost*] |
| [*insert name*] | [*insert Proposal price*] | [*insert evaluated cost*] |
| [*insert name*] | [*insert Proposal price*] | [*insert evaluated cost*] |

1. **Reason/s why your Proposal was unsuccessful**

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

1. **How to request an inspection of documents**

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| --- |
| You may request an inspection of documents in relation to the results of the evaluation of your Proposal. After having published the Decision on qualification of the proposals or Contract Award Decision or decision on discontinuation of the procedure, the bidders are allowed to ask for inspection of documents in accordance with article 149. of the Law on Public Procurement of the Republic of Serbia 91/2019.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for inspection of documents as follows:  Attention: [*insert full name of person, if applicable*]  Title/position: [*insert title/position*]  Agency: [*insert name of Employer*]  Email address: [*insert email address*]  Fax number: [*insert fax number*] *delete if not used*  The request for inspection of documents should be in writing, We shall promptly advise you in writing when the inspection of documents will take place and confirm the date and time. |

1. **How to make a complaint**

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| 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 Employer*]  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, an inspection of documents before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  The procedure for the protection of rights is regulated by the provisions of Art. 186 - 235 of the Serbian Public Procurement Law ("Official Gazette of the RS”, No. 91/2019; hereinafter: the Public Procurement Law).  For more information see the Clause ITB 47.1. |

1. **Standstill Period**

|  |
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| DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).  The Standstill Period lasts ten (10) Days after the date of transmission of this Notification of Intention to Award by publishing on the Employer‛s web page.  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 Employer:

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

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

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

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

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

This is to notify you that your Proposal dated *\_\_\_\_\_\_\_\_\_\_\_\_* for execution of the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* for the Contract Price in the aggregate of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, 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 20 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with PDS 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

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| --- |
| Contract Agreement- should be submitted in the Price Proposal |

THIS AGREEMENT is made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_,

BETWEEN

(1) *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, a corporation incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_ and having its principal place of business at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called “the Employer”), and (2) *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, a corporation incorporated under the laws of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* and having its principal place of business at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (“the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

|  |  |
| --- | --- |
| **Article 1. Contract Documents** | 1.1 Contract Documents (Reference GCC Clause 2)  The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:  (a) This Contract Agreement and the Appendices hereto  (b) Letter of Proposal and Price Schedule submitted by the Contractor  (c) Particular Conditions  (d) General Conditions  (e) Specification    (f) Other completed Bidding forms submitted with the Proposal  (g) Any other documents forming part of the Employer’s Requirements  (h) Any other documents shall be added here  1.2 Order of Precedence (Reference GCC Clause 2)  In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.  1.3 Definitions (Reference GCC Clause 1)  Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions. |
| **Article 2. Contract Price and Terms of Payment** | 2.1 Contract Price (Reference GCC Clause 11)  The Employer hereby agrees to pay to the Contractor the Contract Price excluding the value added tax.........................CURRENCY OF PROPOSAL (in words:.............................................. and ...../100), according to the Proposal no.................dated......................... The value added tax shall be .................... CURRENCY OF PROPOSAL (in words...............................................and ...../100), The total price with the value added tax shall be ............................. CURRENCY OF PROPOSAL (in words:....................................................................and........./100.  2.2 Terms of Payment (Reference GCC Clause 12)  The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto. |
| **Article 3. Effective Date** | 3.1 Effective Date (Reference GCC Clause 1)  The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:  (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;  (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee;  (c) The Employer has paid the Contractor the advance payment  In case the Contractor does not request the advance payment or does not submit the advance payment guarantee within 10 (ten) days from the date of conclusion of this contract as defined in point 13.2.1 PCC, the Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:   * + 1. This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;     2. The Contractor has submitted to the Employer the Performance Security;   Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.  3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract. |
| **Article 4. Communications** | 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.   * 1. The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **Article 5. Appendices** | 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.   * 1. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly. |

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

*[Signature]*

*[Title]*

in the presence of

Signed by, for and on behalf of the Contractor

*[Signature]*

*[Title]*

in the presence of

APPENDICES

Appendix 1 Terms and Procedures of Payment

Appendix 2 Insurance Requirements

Appendix 3 Time Schedule

Appendix 4 List of Major Items of Plant and Installation Services and List of Approved Subcontractors

Appendix 5 Scope of Works and Supply by the Employer

Appendix 6 List of Documents for Approval or Review

Appendix 7 Functional Guarantees

Appendix 1. Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedule. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the Parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

Payments shall be made to the Contractor’s account in currency of the bid if the contractor is not a resident of the Republic of Serbia. Resident of the Republic of Serbia who bids in EUR or USD shall be paid in RSD according to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice. The payment of the total value of this contract shall be made:

1) 30% - in advance, of the total value of the contract, within 45 days from the date of signing of this contract, after the Supplier has submitted to the Employer:

а) a bank guarantee for the repayment of the advance payment - Advance Payment Security,

b) a bank guarantee for the good quality performance of work – Performance Security,

c) a bank guarantee for the elimination of defects in the warranty period (after the Operational Certificate took place)

d) a pro-forma invoice certified by the Employer which, besides the basic information, contains the data referred to in Art. 42 of the Law on VAT ("Off. Gazette of the RS" No. 84/2004, 86/2004-corr., 61/2005, 61/2007, 93/2012 and 108/2013, 6/2014 - harmonized RSD amount, 68/2014 – other law, 142/2014, 5/2015 - harmonized RSD amount, 83/2015, 5/2016 - harmonized RSD amount, 108/2016 i 7/2017 - harmonized RSD amount), and the data required by the Employer, as follows: name and number of the respective public procurement and the number of the procurement contract. The pro-forma invoice shall be issued for the amount of 30 % of the value referred to in Article 1 of this contract. The Supplier shall be obliged to deliver to the Employer the pro-forma invoice in two copies.

**2) For the equipment:**

- 60% of the total contracted value of the equipment, within 45 days after the Completion Certificate

- 10% of the total contracted value of the equipment, within 45 days after the Operational Acceptance Certificate

**3) For construction works, design and furnishing of facilities:**

- 65% according to the delivered monthly certificates for the performed construction works, design and furnishing of the facility, within 45 days from the receipt of the approval of the Project manager;

- 5% of the total contracted value of the construction works, design and furnishing of the facility within 45 days from the receipt of the valid decision on the Certificate of Occupancy.

The interest rate that shall be applied is in accordance with the relevant law of the Republic of Serbia.

**The warranties start to run from the date of accepted delivery, as documented by successful passing of Installation Qualification (IQ) and Operational Qualifications (OQ) from the manufacturer with relevant release documents.**

Appendix 2. Insurance Requirements

**N/A**

**Insurances to be Taken Out by the Contractor**

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier’s or manufacturer’s works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount Deductible limits Parties insured From To

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor’s liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount Deductible limits Parties insured From To

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer’s personnel) and loss of or damage to property (including the Employer’s property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount Deductible limits Parties insured From To

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers’ Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer’s Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost the following insurances:

Details:

Amount Deductible limits Parties insured From To

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers’ Compensation and Employer’s Liability Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Cargo, Workers’ Compensation and Employer’s Liability Insurances. All insurer’s rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

**Insurances To Be Taken Out By The Employer**

**N/A**

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

Amount Deductible limits Parties insured From To

Appendix 3. Time Schedule

The Contractor shall perform PCC 7.1 of this contract - National Center for Production of Positron Radiopharmaceuticals with accompanying equipment, design and execution of construction works on the facilities, fitting and furnishing (turnkey) no later than \_\_\_\_\_\_\_\_\_\_\_ calendar days (maximum up to 730 calendar days) from the Effective Date as described in the Contract Agreement. Partial delivery of goods shall be allowed.

The Contractor shall perform PCC 7.1 of this contract - Delivery and Installation of Two Cameras for Pet/Cт no later than 160 calendar days from the Effective Date as described in the Contract Agreement. Partial delivery of goods shall be allowed.

The Contractor shall be entitled, in view of the specific requirements of the contracted equipment, to perform partial delivery in accordance with the technological requirements and technical characteristics of the contracted equipment.

The Contractor shall perform PCC 7.1 of this contract

The Employer and the Contractor shall specify in writing the date and time of certain delivery stages, in order for them to be harmonized with the obligations of the Contractor and the Employer to carry out preparatory work prior to the delivery.

Appendix 4. List of Major Items of Plant and Installation Services and List of Approved Subcontractors

**N/A**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the items of the Facilities indicated below. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

|  |  |  |
| --- | --- | --- |
| Major Items of Plant and Installation Services | Approved Subcontractors/Manufacturers | Nationality |
|  |  |  |
|  |  |  |
|  |  |  |

Appendix 5. Scope of Works and Supply by the Employer

The Employer shall provide onsite access to the Contractor at the proposed location for the design and construction of the National Centre for Production of Positron Radiopharmaceuticals, as well as the locations for installing both PET/CT cameras and recording of the as-built situation. It is also the obligation of the Employer to provide insight into the available existing technical documentation of the existing systems and installations to which the installations of a newly designed facility for the housing of cyclotron shall be connected.

The Employer shall be obliged, within 90 days from the date of submission of technical and technological requirements by the Contractor and in accordance with them, to prepare the facility for the installation and commissioning of PET/CT cameras in the University Clinical Center Niš in Niš and at the Clinical Center of Vojvodina in Novi Sad. In the event that the Employer fails to prepare the facility within the specified deadline, the deadline for completion of the task referred to in Appendix 4 shall be extended for the number of days of exceeding the deadline for the preparation of the premises.

The Employer's obligation shall be to execute the advance payment and other payments determined by the payment dynamics within the deadline and promptly, in accordance with Appendix 1.

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor (if any)

Facilities Charge to Contractor (if any)

Works Charge to Contractor (if any)

Supplies Charge to Contractor (if any)

Appendix 6. List of Documents for Approval or Review

Pursuant to GCC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance), the following documents for

A. Approval

In accordance with the relevant clauses of the Particular Conditions of Contract.

B. Review

In accordance with the relevant clauses of the Particular Conditions of Contract.

Appendix 7. Functional Guarantees

1. General

This Appendix sets out

(a) the functional guarantees referred to in GCC Clause 28 (Functional Guarantees)

(b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below

(c) the minimum level of the functional guarantees

(d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

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

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

|  |  |
| --- | --- |
| **Required Functional Guarantee** | **Value of Functional Guarantee of the Proposed Plant and Equipment** |
| 1. Energy of the proton beam of the offered cyclotron | Minimum 15.0 MeV |
| 2. Proton current that can be delivered through each extraction port when the cyclotron delivers maximum energy protons. | Minimum 100 µA at the maximum energy delivered by the cyclotron |
| 3. The guaranteed practical yield of the radionuclide 18F– (GBq‧h-1) that can be obtained and transferred into the module for synthesising the radiopharmaceutical FDG after one hour of operation of the offered cyclotron and the offered target. | Minimum 5 Ci (222 GBq) |
| 4. The guaranteed corrected radio-chemical yield (%) of the radiopharmaceutical FDG (the yield back-corrected to the moment of the end of bombardment, EOB) that can be achieved by the offered module for synthesising FDG | Minimum 60% |

4. Failure in Guarantees and Liquidated Damages

4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC Sub-Clause 25.2, is less than the guaranteed figure specified above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.2 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GCC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of 25% of the Value of the Performance Securityfor each item of Functional Guarantee*.*

4.2 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC Sub-Clause 28.2:

(a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the guaranteed production capacity (the values offered by the Contractor in its Proposal for functional guarantees represents 100%).

4.3 Limitation of Liability

Subject to para. 4.2 above, the Contractor’s aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed ten percent ( 10 %) of the Contract price.

Form – Bank Guarantee[[14]](#footnote-14)

*[Guarantor letterhead or SWIFT identifier code]*

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

**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 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called “the Applicant”) has entered into Contract No. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (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 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(\_\_\_)*[[15]](#footnote-15)*,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 be reduced by half upon our receipt of:

(a) a copy of the Operational Acceptance Certificate; or

(b) a registered letter from the Applicant (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the Project Manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:*[[16]](#footnote-16)*

(a) twelve months after our receipt of either (a) or (b) above; or

(b) eighteen months after our receipt of:

(i) a copy of the Completion Certificate; or

(ii) a registered letter from the Applicant, attaching a copy of the notice to the Project Manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the Project Manager has failed to issue a Completion Certificate or inform the Applicant in writing of any defects or deficiencies; or

(iii) a registered letter from the Applicant stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or

(c) the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_.[[17]](#footnote-17)

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.***

Advance Payment Security

Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:  *Name and Address of Employer***

**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 . . . . .. . . . . (hereinafter called “the Applicant”) has entered into Contract No. . . . . .*. . . . .* dated . . . . . . ..with the Beneficiary, for the execution of, . . . . . .*.* . . . . (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . .*. . . . . .* (. . . . .*. . . .* . ) 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 .   
(. . . . .*. . . . .*  ) [[18]](#footnote-18) 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:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Facilities; or
    2. 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 \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as indicated 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 documentation indicating full repayment by the Applicant of the amount of the advance payment, or on the . . . day of . . . . . . . , . . . . .[[19]](#footnote-19), 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.***

1. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-1)
2. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract. [↑](#footnote-ref-2)
3. Most definitions are those of the IFI Anti Corruption Task Force’s Uniform Framework of September 2006. [↑](#footnote-ref-3)
4. Money Laundering is defined in the EIB’s Anti-Fraud Policy [↑](#footnote-ref-4)
5. Terrorist Financing is defined in the EIB’s Anti-Fraud Policy [↑](#footnote-ref-5)
6. <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm> [↑](#footnote-ref-6)
7. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm> [↑](#footnote-ref-7)
8. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-8)
9. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-9)
10. [↑](#footnote-ref-10)
11. Costs shall be in the currencies of the Contract. [↑](#footnote-ref-11)
12. Costs shall be in the currencies of the Contract. [↑](#footnote-ref-12)
13. 2 Specify where necessary. [↑](#footnote-ref-13)
14. *The Employer should insert either the Bank Guarantee or the Conditional Guarantee.* [↑](#footnote-ref-14)
15. The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the *Employer*. [↑](#footnote-ref-15)
16. This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities in accordance with Sub-Clause 25.4 of the GCC; and (ii) extension of the Performance Security when the Contractor is liable for an extended warranty obligation pursuant to Sub-Clause 27.10 of the GCC (although in this latter case the *Employer* might want to consider an extended warranty security in lieu of the extension of the Performance Security). [↑](#footnote-ref-16)
17. Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer 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 Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-17)
18. *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 Employer.* [↑](#footnote-ref-18)
19. *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer 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.”* [↑](#footnote-ref-19)