**Request for Bids**

**Goods**

**(One-Envelope Bidding Process)**

**Procurement of:**

Provision of customs related equipment - CCTV and ANPR systems – installation, commissioning and training of Custom Administration staff

**RFB No:** WBTTFP-8929-MK-121E-RFB

**Project:** Western Balkans Trade and Transport Facilitation Project - P162043

**Purchaser:** Ministry of Transport and Communications

**Country:** Republic of North Macedonia

**Issued on:** 28 February 2023

Specific Procurement Notice

Request for Bids

Goods

(One-Envelope Bidding Process)

**Country:** Republic of North Macedonia

**Name of Project:** Western Balkans Trade and Transport Facilitation Project - P162043

**Contract Title:** Provision of customs related equipment - CCTV and ANPR systems –

installation, commissioning and training of Custom Administration staff

**Loan No.:** IBRD 8929-MK

**RFB Reference No.:** WBTTFP-8929-MK-121E-RFB

1. The Republic of North Macedonia has received financing from the World Bank toward the cost of the Western Balkans Trade and Transport Facilitation Project - P162043, and intends to apply part of the proceeds toward payments under the contract for Provision of customs related equipment - CCTV and ANPR systems – installation, commissioning and training of Custom Administration staff.

2. The Ministry of Transport and Communications now invites sealed Bids from eligible Bidders for Provision of customs related equipment - CCTV and ANPR systems – installation, commissioning and training of Custom Administration staff. The provision of required goods and services include:

The system has to be modern IP technological based solution that will fit into the existing information and telecommunication infrastructure of the Customs Administration. The system generally consists of three components: Central Application Server, Monitoring Center and Surveillance Locations and comprise the following functional units:

Video surveillance system; Automatic license plate recognition system; Data storage system; System central management

The required list of main goods, services and quantities needed for the realization of the project include: IP Bullet Camera – Quantity 142 pcs; IP Dome Camera – Quantity 16 pcs; IP PTZ and ANPR Camera – Quantity 13 pcs; IP Panoramic camera type 1 – Quantity 8 pcs; IP Panoramic camera type 2 – Quantity 2 pcs; IP ANPR Camera – Quantity 142 pcs; IP Dome full time color camera – Quantity 10 pcs; IP Bullet full time color camera – Quantity 9 pcs; Analog full time color camera – Quantity 8 pcs; Digital Video Encoder type 1 – Quantity 1 pcs; Digital Video Encoder type 2– Quantity 1 pcs; SD Card – Quantity 339 pcs; Network video recorder type 1– Quantity 13 pcs; Network video recorder type 2 – Quantity 8 pcs; Network video recorder type 3 – Quantity 9 pcs; Hard disc drive – Quantity 138 pcs; Application server – Quantity 1 pcs; Application workstation – Quantity 3 pcs; Multi-monitor decoder – Quantity 1 pcs; Monitor – Quantity 4 pcs; Keyboard – Quantity 1 pcs; Industrial Switch – Quantity 9 pcs; Network Switch – Quantity 33 pcs; UPS type 1 – Quantity 13 pcs; UPS type 2 – Quantity 28 pcs; cabling and network equipment; installation and testing.

The required equipment, specified in the Detailed Technical Specifications have to be delivered in the Warehouse in the R. N. Macedonia, provided by the Supplier, where delivered goods will be stored prior to distribution and installation on the Final Destination (Project Sites) in accordance to the quantities for each of 30 Project sites, specified in the “Places of delivery”, on which the installation of the equipment have to be performed in accordance with the requirements.

Equipment delivery, including final installation must include all miscellaneous but needed items for equipment delivery and installation in order that the goods are left in place fully operational and ready for use, after performance of dismantling of the old CCTV and ANPR system. The whole installation must be done on the principle “turnkey solution”. Commissioning for each location will be accompanied by successful completion of the inspection and tests, under the supervision of authorized representatives of the Purchaser. Trainings are required to be performed as specified in the Detailed Technical Specifications. All trainings shall be delivered on Macedonian language. Training documents/manuals shall be delivered on Macedonian and English language.

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 and August 2018 (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from the Project Implementation Unit (PIU) of the Ministry of Transport and Communication, Attn: Mr. Slavko Micevski and/or Ms. Vlasta Ruzinovska, e-mails: [**slavko.micevski.piu@mtc.gov.mk**](mailto:slavko.micevski.piu@mtc.gov.mk); [**vlasta.ruzinovska.piu@mtc.gov.mk**](mailto:vlasta.ruzinovska.piu@mtc.gov.mk); [**procurement.piu.mtc@gmail.com**](mailto:procurement.piu.mtc@gmail.com); and inspect the bidding document during office hours from 09:30 to 15:30at the address given below. **Due to COVID-19 VIRUS emergency, the procedure for obtaining the bidding document and submitting the Bids is strictly electronically as stated below.**

5. The bidding document in **English language** may be obtained by interested eligible Bidders from the website of the national electronic system for procurement: “ЕСЈН-Заеми/Донации/Грантови-Огласи од меѓународни институции” (<https://www.e-nabavki.gov.mk>) and from the website of the Ministry of Transport and Communications: <http://mtc.gov.mk/javniOglasi>; as well as upon submission of an written application to the e-mail addresses stated in the above paragraph No.4. and to the additional e-mail address: [**harita.pandovska@mtc.gov.mk**](mailto:harita.pandovska@mtc.gov.mk). **All interested eligible Bidders must submit an application via e-mail with contact details for their companies including contact e-mail address immediately after downloading the Bidding Document from the listed websites, to announce that they intend to participate in the bidding process and to obtain the Annex of the Bidding Document which comprise List of Goods and related services, Design including Technical Report and Drawings for all positions stated in the Bidding Document. Due to the large size of the Annex, it will be delivered to Bidders that have submitted applications through WeTransfer:** [**https://wetransfer.com/**](https://wetransfer.com/)**, only after receiving of written application on stated e-mail addresses.**

6. Due to expected large size of the Bids, **Bids must be submitted AS ONE (1) PDF password protected file only through WeTransfer:** [**https://wetransfer.com/**](https://wetransfer.com/). **Link** from WeTransfer for downloading of each Bid **must be submitted only by e-mail to the all four above listed e-mail addresses on or before** **20 April, 2023,** **11:00 a.m**. Receipt of each e-mail with link for downloading the Bid (and successful downloading of Bid) will be immediately confirmed. **Late Bids will be rejected**. Within **one hour after** the Bid submission deadline Bidders must send the **password** of their password protected bids **only by e-mail to the all four specified e-mail addresses above**. Bids will be publicly open through **Video Conference** in the premises of the Ministry of Transport and Communications, Street “Crvena Skopska Opstina”, No. 4, 1000 Skopje, in the presence of the Bidders’ designated representatives and anyone who chooses to follow the bids opening **only by video link**. **Bid opening will start one hour after the bid submission deadline**. Minutes of Bid opening shall be shared with all bidders electronically by email. Detailed instructions for submission of Bids are presented in the Bidding Document.

7. **All Bids must be accompanied by a Bid-Securing Declaration**.

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. The address referred to above is:

**Ministry of Transport and Communications**

Project Implementation Unit

Mr. Slavko Micevski and/or Ms. Vlasta Ruzinovska – procurement officers

Street “Crvena Skopska Opstina”, No. 4, 1000 Skopje, Republic of North Macedonia

Tel. + 389 (0)2 3145 531

Mob. + 389 (0)75 494977

**E-mail address:**

[**slavko.micevski.piu@mtc.gov.mk**](mailto:slavko.micevski.piu@mtc.gov.mk)**;**

[**vlasta.ruzinovska.piu@mtc.gov.mk**](mailto:vlasta.ruzinovska.piu@mtc.gov.mk)**;**

[**harita.pandovska@mtc.gov.mk**](mailto:harita.pandovska@mtc.gov.mk)**;**

[**procurement.piu.mtc@gmail.com**](mailto:procurement.piu.mtc@gmail.com)

Web site addresses: <http://mtc.gov.mk/>; and https://www.e-nabavki.gov.mk;

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**Goods**

**(One-Envelope Bidding Process)**

**Bidding documents**

**Procurement of:**

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**RFB No:** WBTTFP-8929-MK-121E-RFB

**Project:** Western Balkans Trade and Transport Facilitation Project - P162043

**Purchaser:** Ministry of Transport and Communications

**Country:** Republic of North Macedonia

**Issued on:** 28 February 2023

**Standard Procurement Document**

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PART 1 – Bidding Procedures

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| Section I - Instructions to Bidders |

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| **Section I. Instructions to Bidders** |

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| 1. General | | |
| 1. Scope of Bid | * 1. In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**   2. Throughout this bidding document:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. | |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.   2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). | |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.   2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. | |
| 1. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.   2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:  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 Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; oror any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; oror any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower 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 specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.  * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.   2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.   3. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.   4. Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.   5. A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.   6. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.   7. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.   8. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;  1. relates to fraud or corruption; and 2. followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| 1. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.   2. For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| B. Contents of Request for Bids Document | | |
| 1. Sections of Bidding Document | * 1. The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bidding Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption | |
|  | **PART 2 Supply Requirements**   * Section VII - Schedule of Requirements   **PART 3 Contract**   * Section VIII - General Conditions of Contract (GCC) * Section IX - Special Conditions of Contract (SCC) * Section X - Contract Forms | |
|  | * 1. The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.   2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. | |
| 1. Clarification of Bidding Document | * 1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the** **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. | |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.   2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. | |
| C. Preparation of Bids | | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. | |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. | |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  **Letter of Bid** prepared in accordance with ITB 12;  * + 1. **Price Schedules**: completed in accordance with ITB 12 and ITB 14;  **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;**Alternative Bid**: if permissible, in accordance with ITB 13;**Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;**Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;**Bidder’s Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;**Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;**Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; andany other document required **in the BDS.**  * 1. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.   2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. | |
| 1. Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. | |
| 1. Alternative Bids | * 1. Unless otherwise specified **in the** **BDS,** alternative Bids shall not be considered. | |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.   2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.   4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   6. If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.   7. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**   8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:  For Goods manufactured in the Purchaser’s Country:  * + - 1. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;       2. any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and       3. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**  For Goods manufactured outside the Purchaser’s Country, to be imported:  * + - 1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified **in the** **BDS;**       2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the** **BDS;**  For Goods manufactured outside the Purchaser’s Country, already imported:  * + - 1. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;       2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;       3. the price of the Goods, obtained as the difference between (i) and (ii) above;       4. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and       5. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**  for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes). | |
| 1. Currencies of Bid and Payment | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS.**   2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. | |
| 1. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.   2. To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.   3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.   4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the Purchaser.   5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements. | |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:      1. that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;      2. that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. | |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.   2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:      1. in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the** **BDS**;      2. in the case of adjustable price contracts, no adjustment shall be made;      3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. | |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the** **BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**   2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.   3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:  an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);an irrevocable letter of credit;a cashier’s or certified check; oranother security specified **in the BDS**, from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.   * 1. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.   2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 46.   3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.   4. The Bid Security may be forfeited:  if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; orif the successful Bidder fails to:sign the Contract in accordance with ITB 45; orfurnish a Performance Security in accordance with ITB 46.  * 1. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.   2. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and   3. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or   4. if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;   the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**. | |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.   3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.   4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. | |
| D. Submission and Opening of Bids | | |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:      1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and      2. in an envelope marked “Copies”, all required copies of the Bid; and,      3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:   i. in an envelope marked “Original -Alternative”, the alternative Bid; and  ii. in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.   * 1. The inner and outer envelopes, shall:  bear the name and address of the Bidder;be addressed to the Purchaser in accordance with ITB 22.1;bear the specific identification of this Bidding process indicated in ITB 1.1; andbear a warning not to open before the time and date for Bid opening.  * 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. | |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the** **BDS.** When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.   2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. | |
| 1. Late Bids | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.    1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.    2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. | |
| 1. Bid Opening | * 1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attendAny specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the** **BDS.**   2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.   4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.   5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.   6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the** **BDS.**   7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).   8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:   (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;  (b) the Bid Price, per lot (contract) if applicable, including any discounts;  (c) any alternative Bids;  (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.   * 1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
| E. Evaluation and Comparison of Bids | | |
| 1. Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.   2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. | |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.   2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. | |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| 1. Determination of Responsiveness | * 1. The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  if accepted, would:affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.  * 1. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.   2. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | |
| 1. Nonconformities, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.   2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. | |
| 1. Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif 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 31.1, shall result in the rejection of the Bid. | |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the** **BDS.** | |
| 1. Margin of Preference | * 1. Unless otherwise specified **in the** **BDS,** a margin of preference shall not apply. | |
| 1. Evaluation of Bids | * 1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost.   * 1. To evaluate a Bid, the Purchaser shall consider the following:  evaluation will be done for Items or Lots (contracts), as specified **in the** **BDS;** andthe Bid Price as quoted in accordance with ITB 14;price adjustment for correction of arithmetic errors in accordance with ITB 31.1;price adjustment due to discounts offered in accordance with ITB 14.4;converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; andthe additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.  * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.   2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.   3. The Purchaser’s evaluation of a Bid will exclude and not take into account:  in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.  * 1. The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f). | |
| 1. Comparison of Bids | * 1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods. | |
| 1. Abnormally Low Bids | An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid. | |
| 1. Qualification of the Bidder | * 1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.   3. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.   4. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily. | |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. | |
| 1. Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | |
| 1. Notification of Intention to Award | * 1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; 6. instructions on how to request a debriefing and/or submit a complaint during the standstill period. | |
| F. Award of Contract | | |
| 1. Award Criteria | 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:  (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost. | |
| 1. Purchaser’s Right to Vary Quantities at Time of Award | 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document. | |
| 1. Notification of Award | 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).  43.2 Within ten (10) Business Days  after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:   1. name and address of the Purchaser; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 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 BDS ITB 45.1.   43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.  43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | |
| 1. Debriefing by the Purchaser | | 44.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.   * 1. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period   2. Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   3. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. |
| 1. Signing of Contract | | * 1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.   2. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) 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 Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the 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 products/goods, systems or services under the terms of the Contract. |
| 1. Performance Security | | * 1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid. |
| 1. Procurement Related Complaint | | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS. |

Section II - Bid Data Sheet (BDS)

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

|  |  |
| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is:  **WBTTFP-8929-MK-121E-RFB**  Purchaser is: **Ministry of Transport and Communications**  The name of the RFB is: **Provision of customs related equipment - CCTV and ANPR systems – installation, commissioning and training of Customs Administration staff**  The number and identification of lots (contracts)comprising this RFB is: **N/A** |
| **ITB 2.1** | The Borrower is **Republic of North Macedonia,** implementing agency is **Ministry of Transport and Communications** listed here as Purchaser. The beneficiary is **Customs Administration.**  Loan or Financing Agreement amount: **30,000,000.00 USD**  The name of the Project is:  **Western Balkans Trade and Transport Facilitation Project - P162043** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: **3 (three)** |
| ITB 4.5 | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
|  | **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is:  Ministry of Transport and Communications  **Project Implementation Unit**  For the attention: Mr. Slavko Micevski and/or Ms. Vlasta Ruzinovska  Title/position: procurement officers  Address: Street “Crvena Skopska Opstina”, No. 4,  City: Skopje, ZIP Code: 1000  Country: Republic of North Macedonia  Telephone: + 389 (0)2 3145 531; + 389 (0)75 494977  **Electronic mail addresses (obligatory)**:  [**slavko.micevski.piu@mtc.gov.mk**](mailto:slavko.micevski.pi@mtc.gov.mk)**;**  [**vlasta.ruzinovska.piu@mtc.gov.mk**](mailto:vlasta.ruzinovska.piu@mtc.gov.mk)**;**  [**harita.pandovska@mtc.gov.mk**](mailto:harita.pandovska@mtc.gov.mk)**;**  [**procurement.piu.mtc@gmail.com**](mailto:procurement.piu.mtc@gmail.com)**;**  **Note to Bidders:**  **Due to COVID-19 VIRUS emergency, the procedure for submission of requests for clarifications by the bidders is strictly electronically through e-mail to the four (4) electronic mail addresses stated above. Other way of submission of requests for clarifications is not acceptable.**  **All interested Bidders must submit an application electronically through e-mail to the four (4) electronic mail addresses stated above with contact information for their companies including contact e-mail address immediately after downloading of the Bidding Document from the listed websites to announce that they intend to participate in the bidding process and to obtain the Annex of the Bidding Document which comprise List of Goods and related services, Design including Technical Report and Drawings for all positions stated in the Bidding Document. Due to large size of the Annex, it will be delivered to Bidders through WeTransfer:** [**https://wetransfer.com/**](https://wetransfer.com/)**.**  Requests for clarification should be received by the Purchaser no later than: **14 (fourteen) days prior to the bid opening date.**  Web pages: [**https://www.e-nabavki.gov.mk**](https://www.e-nabavki.gov.mk)**;** and[**http://mtc.gov.mk/javniOglasi**](http://mtc.gov.mk/javniOglasi)**;** |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: **English**.  All correspondence exchange shall be in **English** language.  Language for translation of supporting documents and printed literature is **English language***.* |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its Bid:  **1. License and Authorization:**  **In case of single Bidder, the Company must possess License for performance of technical security services issued by Ministry of Interior of the Republic of North Macedonia and at least 3 (three) of the Key Personnel must poses Authorization for performance of technical security issued by the Security Chamber of the Republic of North Macedonia.**  **In case of JV, at least one member must possess License for performance of technical security services issued by Ministry of Interior of the Republic of North Macedonia and at least 3 (three) of the Key Personnel must poses Authorization for performance of technical security issued by the Security Chamber of the Republic of North Macedonia.**  **Copies of the License and Authorization must be submitted in the Bid.**  **2. Detailed Technical Specifications – Required and Offered:**  **Table for Detailed Technical Specifications – Required and Offered presented in Section VII on pages 92-118 must be filled in by the Bidder and submitted in the Bid.**  **3. Documentary evidence:**  **- Reference letter** issued by the Purchaser/Employer to demonstrate successfully and substantially completion of at least **onecontract** performed by the Bidder within the last **five years** prior to bid submission deadline, with a value of at least **700,000.00 EUR.**  **- For all offered goods** listed in the Table for Detailed Technical Specifications starting with no. 1 to the no. 23, the Bidder shall furnish in the Bid **technical** **data sheets** issued by Manufacturers. **Without submitted data sheets in the Bid the specified Goods should not be taken into evaluation and accepted by the EC.**  **4. ISO Certificates: ISO 9001; ISO 27001; ISO 14001;**  **5. Program of performance / Work plan:**  In this document the bidder must describe all the stages of the implementation process, for all Project Sites. The bidder should specify the types of activity and their duration (milestones), taking into consideration that first installations have to be performed in the Headquarters of the Customs administration (old and new). |
| **ITB 13.1** | Alternative Bids **shall not be** considered. |
| **ITB 14.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 14.7** | The Incoterms edition is: **Incoterms 2020** |
| **ITB 14.8 (b)(i)** | Place of destination:  **Warehouse in the R. N. Macedonia, provided by the Supplier, where delivered goods will be stored prior to distribution and installation on the Final Destination (Project Sites) stated in the ITB 14.8 (a)(iii), (b)(ii) and (c)(v) below.** |
| **ITB 14.8 (a)(iii), (b)(ii) and (c)(v)** | **Final Destination (Project Sites):** |
| **ITB 15.1** | The Bidder **is not** required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): **7 (seven) years** |
| **ITB 17.2 (a)** | Manufacturer’s authorization **is required** for only the next items (from no.1 to no. 23 in the List of Goods and Delivery Schedule):  IP Bullet Camera – Quantity 142 pcs  IP Dome Camera – Quantity 16 pcs  IP PTZ and ANPR Camera – Quantity 13 pcs  IP Panoramic camera type 1 – Quantity 8 pcs  IP Panoramic camera type 2 – Quantity 2 pcs  IP ANPR Camera – Quantity 131 pcs  IP Dome full time color camera – Quantity 10 pcs  IP Bullet full time color camera – Quantity 9 pcs  Analog full time color camera – Quantity 8 pcs  Digital Video Encoder type 1 – Quantity 1 pcs  Digital Video Encoder type 2– Quantity 1 pcs  Network video recorder type 1– Quantity 13 pcs  Network video recorder type 2 – Quantity 8 pcs  Network video recorder type 3 – Quantity 9 pcs  Application server – Quantity 1 pcs  Multi-monitor decoder – Quantity 1 pcs  Monitor – Quantity 4 pcs  Keyboard – Quantity 1 pcs  Industrial Switch – Quantity 9 pcs  Network Switch – Quantity 33 pcs |
| ITB 17.2 (b) | After sales service is: **required.** |
| **ITB 18.1** | The Bid shall be valid until: **31 August, 2023** |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s): **Not Applicable.** |
| **ITB 19.1** | A Bid Security **shall not be**required.  A **Bid-Securing Declaration** **shall be** required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be: **Not Applicable.** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **None.** |
| **ITB 19.9** | If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of **5 (five) years** starting from the date the Bidder performs any of the actions. |
| **ITB 20.1** | The “**Original**” of the Bid, shall be submitted **only electronically by e-mail marked as “Original”. The document(s) will be treated as if they are originals during the COVID-19 emergency.**  The **“Original” hardcopy** of the Bid should be retained by the Bidder, prepared in the sealed envelope as per instructions stated in ITB 21.  In case of discrepancies between original hardcopy of the Bid and the electronic “Original” **the electronic “Original”** **of the Bid shall prevail**.  **Note to Bidders:**  **Due to COVID-19 VIRUS emergency, the procedure** for submission of Bids by the bidders is **only electronically. Other way of submission is not acceptable**. Original documents may be requested by the Employer before signing of the contract.  **For submission, the Bidders should prepare their Bids in following manner:**  Complete Bid should be prepared as **ONE (1) PDF document**, **password protected**.  Certain documents such as Bid Form (Letter of Bid), Price Schedules, Bid Securing Declaration and Power of Attorney **should include a text** **stating that**: **COPIES OF THESE DOCUMENTS WILL BE TREATED AS IF THEY ARE ORIGINALS DURING THE COVID-19 EMERGENCY. THESE DOCUMENTS SHOULD BE PROPERLY SIGNED AND SCANNED COPIES OF THEM SHOULD BE INCLUDED IN THE PDF FILE.**  **Bids must be submitted as ONE (1) PDF password protected file** **only through WeTransfer:** [**https://wetransfer.com/**](https://wetransfer.com/)**. Link** from WeTransfer for downloading of each Bid **must be submitted only by e-mail** **to the all four below (ITB 22.1) listed e-mail addresses.**  **Passwords should be in Latin font. Only one (1) PDF file is acceptable.**  Receipt of each e-mail with link for downloading the Bid (and successful downloading of Bid) will be immediately confirmed by the Employer. **Late Bids will be rejected.**  The Bidders shall also prepare one (1) e-mail with **password** for submitted Bid and those e-mail should be submitted **within one hour after the deadline for Bid submission to the all four below (ITB 22.1) listed e-mail addresses.**  Also, receipt of each e-mail with password will be immediately **confirmed by the Employer.** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Power of Attorney**  The **PoA** issued must precisely refer to this Bidding process in particular.  In the case of Bids submitted by an existing or intended JV, PoA must be signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1** | For **Bid submission purposes** only, the Purchaser’s address is:  Ministry of Transport and Communications  **Project Implementation Unit**  For the attention: Mr. Slavko Micevski and/or Ms. Vlasta Ruzinovska  Title/position: procurement officers  Address: Street “Crvena Skopska Opstina”, No. 4,  City: Skopje, ZIP Code: 1000  Country: Republic of North Macedonia  Telephone: + 389 (0)2 3145 531; = 389 (0)75 494977  **Electronic mail addresses (obligatory)**:  [**slavko.micevski.piu@mtc.gov.mk**](mailto:slavko.micevski.pi@mtc.gov.mk)**;**  [**vlasta.ruzinovska.piu@mtc.gov.mk**](mailto:vlasta.ruzinovska.piu@mtc.gov.mk)**;**  [**harita.pandovska@mtc.gov.mk**](mailto:harita.pandovska@mtc.gov.mk)**;**  [**procurement.piu.mtc@gmail.com**](mailto:procurement.piu.mtc@gmail.com)**;**  **The deadline for Bid submission is:**  Date: **20 April, 2023**  Time: **11:00 a.m.**  **Note to Bidders:**  Bidders shall not have the option of submitting their Bids in hardcopy as a sealed envelope. **Only submission of Bids electronically (through WeTransfer), with submitted Link for downloading to the four e-mail addresses (obligatory) as described above is acceptable**. The Bidders should submit their Bids **(Link)** electronically **prior** to the deadline stated above. **Late Bids will be rejected.**  Also, the Bidders **shall not** submit e-mails with passwords before the deadline. **The e-mails with passwords should be submitted within one hour after the Bid submission deadline**. Bidders **must** send the passwords (e-mails) of their password protected bids to all four specified e-mail address.  **In case e-mail with password for certain Bid is submitted before the deadline, the Bid will be rejected. Also, if e-mail with password for certain Bid is received later than one hour after the deadline that Bid will be rejected.** |
| **ITB 25.1** | **The Bid opening shall take place at:**  Ministry of Transport and Communications  **Project Implementation Unit**  Address: Street “Crvena Skopska Opstina”, No. 4,  City: Skopje, ZIP Code: 1000  Country: Republic of North Macedonia  Date: **20 April, 2023**  Time: **12:00 p.m.** |
| **ITB 25.6** | The Letter of Bid and Price Schedules shallbe initialed by **2 (two)** representatives of the Purchaser conducting Bid opening*.* |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: **EUR**  The source of exchange rate shall be: **National Bank of the Republic of North Macedonia**  The date for the exchange rate shall be*:* **same as deadline for submission of the Bids.** |
| **ITB 33.1** | A margin of domestic preference **shall not apply.** |
| **ITB 34.2(a)** | Evaluation will be done for **Items.**  **Note:**  **Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.** |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:   1. Deviation in Delivery schedule: **Yes.**   **Adjustment in a rate of 0.25 percent of total bid price per week.**  **Date of delivery for the last delivered package of goods from the List of Goods starting with no. 1 to the no. 23, will be take into account as delivery date for whole goods specified in the List of Goods. Place of delivery will be Warehouse in the R. N. Macedonia, provided by the Supplier, where delivered goods will be stored prior to distribution and installation on the Final Destination (Project Sites) stated in the ITB 14.8 (a)(iii), (b)(ii) and (c)(v).**  The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of 0.25% of total bid price per week, will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.   1. Deviation in payment schedule: **No** 2. the cost of major replacement component, mandatory spare parts, and service: **No** 3. the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: **No** 4. Life cycle costs: the costs during the life of the goods or equipment:**No** 5. the performance and productivity of the equipment offered: **No** |
|  | **F. Award of Contract** |
| **ITB 42** | The maximum percentage by which quantities may be increased is: **15 %**  The maximum percentage by which quantities may be decreased is: **15 %** |
| **ITB 45. 1** | The successful Bidder **shall** submit the Beneficial Ownership Disclosure Form. |
| **ITB 47.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures:  In Writing (scanned copy) as quick as possible, **only electronically by e-mail**, to below stated **four** e-mail addresses:  **Employer**: **Ministry of Transport and Communications**  **Project Implementation Unit**  **For the attention: Mr. Slavko Micevski and/or Ms. Vlasta Ruzinovska**  **Title/position: procurement officers**  **Email address*:***  [**slavko.micevski.piu@mtc.gov.mk**](mailto:slavko.micevski.pi@mtc.gov.mk)**;**  [**vlasta.ruzinovska.piu@mtc.gov.mk**](mailto:vlasta.ruzinovska.piu@mtc.gov.mk)**;**  [**harita.pandovska@mtc.gov.mk**](mailto:harita.pandovska@mtc.gov.mk)**;**  [**procurement.piu.mtc@gmail.com**](mailto:procurement.piu.mtc@gmail.com)**;**  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.   **Note to Bidders:**  **Scanned copy of submitted Complaint document(s) will be treated as if they are originals during the COVID-19 emergency.** |

Section III - Evaluation and Qualification Criteria

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

**[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]**

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1. Margin of Preference (ITB 33) - N/A

**- Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

**(a) substantially responsive to the bidding document; and**

**(b) the lowest evaluated cost.**

2. Evaluation (ITB 34)

**2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser’s evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6**,** usingthe following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS):

**Adjustment in a rate of 0.25 percent of total bid price per week.**

**Date of delivery for the last delivered package of goods from the List of Goods starting with no. 1 to the no. 23, will be take into account as delivery date for whole goods specified in the List of Goods. Place of delivery will be Warehouse in the R. N. Macedonia, provided by the Supplier, where delivered goods will be stored prior to distribution and installation on the Final Destination (Project Sites) stated in the ITB 14.8 (a)(iii), (b)(ii) and (c)(v) above.**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of 0.25% of total bid price per week, will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.

(b) Deviation in payment schedule: **N/A**

(c) Cost of major replacement components, mandatory spare parts, and service: **N/A**

(d) Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the Bid: **N/A**

(e) Life Cycle Costs: **N/A**

(f) Performance and productivity of the equipment: **N/A**

(g) Specific additional criteria: **N/A**

**2.2. Multiple Contracts (ITB 34.4) – N/A**

**2.3. Alternative Bids (ITB 13.1) – N/A**

3. Qualification (ITB 37)

**3.1 Qualification Criteria (ITB 37.1)**

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

1. **Financial Capability**: The Bidder shall submit in the Bid audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last **five years** prior to bid submission deadline, demonstrating the current soundness of the Bidder’s financial position. For a joint venture, this requirement shall be met **by all members combined**:

**The minimum required annual financial turnover for the successful Bidder shall be 1,500,000.00 EUR, at least in two years in the period of the last five years.**

1. **Specific Experience**: The Bidder shall demonstrate that it has successfully completed at least **onecontract** within the last **five years** prior to bid submission deadline, with a value of at least **700,000.00 EUR** that have been successfully and substantially completed and that is similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met **by all members combined**. The similarity in nature and complexity of the completed contract should be in the functional units that such contract comprises - Video surveillance system and/or Automatic license plate recognition system, Data storage system and System central management.

The Bidder shall furnish in the Bid documentary evidence - **reference letter** issued by the Purchaser/Employer to demonstrate successfully and substantially completion of at least **onecontract** within the last **five years** prior to bid submission deadline with a value of at least **700,000.00 EUR.**

1. **Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement:

**For all offered goods** listed in the Table for Detailed Technical Specifications starting with no. 1 to the no. 23, the Bidder shall furnish in the Bid **technical data sheets issued by Manufacturers. Without submitted data sheets in the Bid the specified Goods should not be taken into evaluation and accepted by the EC.**

1. **Manufacturing experience and Technical Capacity**: **N/A**
2. Manufacturer’s authorization: A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer’s Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

Manufacturer’s authorization **is required** for only the next items (from no.1 to no. 23 in the List of Goods and Delivery Schedule):

IP Bullet Camera – Quantity 142 pcs

IP Dome Camera – Quantity 16 pcs

IP PTZ and ANPR Camera – Quantity 13 pcs

IP Panoramic camera type 1 – Quantity 8 pcs

IP Panoramic camera type 2 – Quantity 2 pcs

IP ANPR Camera – Quantity 142 pcs

IP Dome full time color camera – Quantity 10 pcs

IP Bullet full time color camera – Quantity 9 pcs

Analog full time color camera – Quantity 8 pcs

Digital Video Encoder type 1 – Quantity 1 pcs

Digital Video Encoder type 2– Quantity 1 pcs

Network video recorder type 1– Quantity 13 pcs

Network video recorder type 2 – Quantity 8 pcs

Network video recorder type 3 – Quantity 9 pcs

Application server – Quantity 1 pcs

Multi-monitor decoder – Quantity 1 pcs

Monitor – Quantity 4 pcs

Keyboard – Quantity 1 pcs

Industrial Switch – Quantity 9 pcs

Network Switch – Quantity 33 pcs

At the time of Contract Award, the Bidder(including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

|  |
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| Section IV - Bidding Forms |

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Letter of Bid

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidders in preparing this form.* |

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

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

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

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

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

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with ITB 4.7;
4. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the* *status of disqualification by the Bank of each JV member and/or subcontractor]*.

We, including any of our subcontractors:

1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
4. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
5. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (g) below is:

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

1. **Discounts**: The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

1. **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITP 18.1],* 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 Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
3. **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
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(If none has been paid or is to be paid, indicate “none.”)

1. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
3. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information  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]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  🞎 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 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Purchaser   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Bidder’s JV Members Information Form

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

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

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

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

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

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

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration**  **in accordance with Section III, Qualification Criteria, and Requirements** |
| We:  🞎 (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

Price Schedule Forms

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported | | | | | | | | | | |
|  | | | | (Group C Bids, goods to be imported)  Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 9 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price  cip *[insert place of destination]*  in accordance with ITB 14.8(b)(i) | CIP Price per line item  (Col. 5x6) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS | | | Total Price per Line item  (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | | | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  | | |  |
|  |  |  |  |  |  |  |  | | |  |
|  | | | | | | | | Total Price without VAT |  | |
|  | | | | | | | | VAT |  | |
|  | | | | | | | | **TOTAL BID PRICE** |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\* | | | | | | | | | | | |
|  | | | (Group C Bids, Goods already imported)  Currencies in accordance with ITB 15 | | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii)  (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)  (Col. 5×8) | **Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)** | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | Total Price per line item  (Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser’s Country]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Price without VAT |  |
|  | | | | | | | | | | VAT |  |
|  | | | | | | | | | | **TOTAL BID PRICE** |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | | | |

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

Price Schedule: Goods Manufactured in the Purchaser’s Country

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Purchaser’s Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | (Group A and B Bids)  Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item  N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item  (Col. 4×5) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Purchaser’s Country  % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item  (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
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|  | | | | | | | | Total Price without VAT |  |
|  | | | | | | | | VAT |  |
|  | | | | | | | | **TOTAL BID PRICE** |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Price and Completion Schedule - Related Services | | | | | | | |
|  | | Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 |
| Service  N° | Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination) | | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service  (Col. 5\*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
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|  |  | |  |  |  |  |  |
|  | | | | | Total Price without VAT | |  |
|  | | | | | VAT | |  |
|  | | | | | **Total Bid Price** | |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | |

Form of Bid Security – N/A

**(Bank Guarantee)**

Form of Bid Security (Bid Bond) – N/A

Form of Bid-Securing Declaration

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

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of **5 (five) years** starting **o**n**Bids opening date** (as is specified in Section II – Bid Data Sheet), if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder**\***

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

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

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

Manufacturer’s Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Section V - Eligible Countries

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

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

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

Under ITB 4.8(b) and ITB 5.1: **none.**

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[1]](#footnote-2) (ii) to be a nominated[[2]](#footnote-3) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[3]](#footnote-4) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Supply Requirements

|  |
| --- |
| Section VII - Schedule of Requirements |

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. List of Goods and Delivery Schedule | | | | | | | |
| **Line Item**  **N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final Destination (Project Site) as specified in BDS - ITB 14.8 (b)(i)**  **(For delivery in warehouse)** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date [*to be provided - filled by the Bidder*]** |
|  | IP Bullet Camera | 142 | pcs | **Warehouse in the R. N. Macedonia, provided by the Supplier, where delivered goods will be stored prior to distribution and installation on the Final Destination (Project Sites) stated in the ITB 14.8 (a)(iii), (b)(ii) and (c)(v).**  **Date of delivery for the last delivered package of goods from the List of Goods starting with no. 1 to the no. 23, will be take into account as delivery date for whole goods specified in the List of Goods.** | **9**  **(nine)**  **weeks** | **17 (seventeen)**  **weeks** | **\_\_\_**  **( \_\_\_\_\_\_\_\_ )**  **weeks** |
|  | IP Dome Camera | 16 | pcs |
|  | IP PTZ and ANPR Camera | 13 | pcs |
|  | IP Panoramic camera type 1 | 8 | pcs |
|  | IP Panoramic camera type 2 | 2 | pcs |
|  | IP ANPR Camera | 142 | pcs |
|  | IP Dome full time color camera | 10 | pcs |
|  | IP Bullet full time color camera | 9 | pcs |
|  | Analog full time color camera | 8 | pcs |
|  | Digital Video Encoder type 1 | 1 | pcs |
|  | Digital Video Encoder type 2 | 1 | pcs |
|  | SD Card | 339 | pcs |
|  | Network video recorder type 1 | 13 | pcs |
|  | Network video recorder type 2 | 8 | pcs |
|  | Network video recorder type 3 | 9 | pcs |
|  | Hard disc drive | 138 | pcs |
|  | Application server | 1 | pcs |
|  | Application workstation | 3 | pcs |
|  | Multi-monitor decoder | 1 | pcs |
|  | Monitor | 4 | pcs |
|  | Keyboard | 1 | pcs |
|  | Industrial Switch | 9 | pcs |
|  | Network Switch | 33 | pcs |
|  | UPS type 1 | 13 | pcs |
|  | UPS type 2 | 28 | pcs |
|  | WI-FI extension | 16 | pcs |
|  | Alarm cabinet | 22 | pcs |
|  | FTP cable | 26088 | m |
|  | Fiber optic cable | 1400 | m |
|  | Metal wire rope | 2230 | m |
|  | Power cable type 1 | 6030 | m |
|  | Power cable type 2 | 950 | m |
|  | Power cable type 3 | 1220 | m |
|  | Plastic hose | 14320 | m |
|  | Plastic duct type 1 | 1840 | m |
|  | Plastic duct type 2 | 1330 | m |
|  | Plastic duct type 3 | 220 | m |
|  | Metal cabinet | 11 | pcs |
|  | Metal pole | 10 | pcs |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2. List of Related Services and Completion Schedule | | | | | |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
|  | Dismantling of the old CCTV and ANPR system \*\* | 1 | Lump sum | **\***\* Тable List of old equipment | **44 weeks** (following the date of effectiveness of the Contract] |
|  | Equipment installation \* | 1 | Lump sum | \* Тable PoD | **44 weeks** (following the date of effectiveness of the Contract] |
|  | Inspections and testing \* | 1 | Lump sum | \* Тable PoD | **50 weeks** (following the date of effectiveness of the Contract] |
|  | Training \*\*\* | 1 | Lump sum | TBD\*\*\* | **52 weeks** (following the date of effectiveness of the Contract] |
| 1. If applicable | | | | | |

\* Table PoD - All delivery places are shown in the Table: Places of delivery (PoD), presented below

\*\* The list of equipment is shown in the Table: List of old CCTV and ANPR equipment to be dismantled by location, presented below

\*\*\* To be defined with detailed Training Plan up to week 12

**Table: Places of delivery (PoD) - Final Destination (Project Sites)**

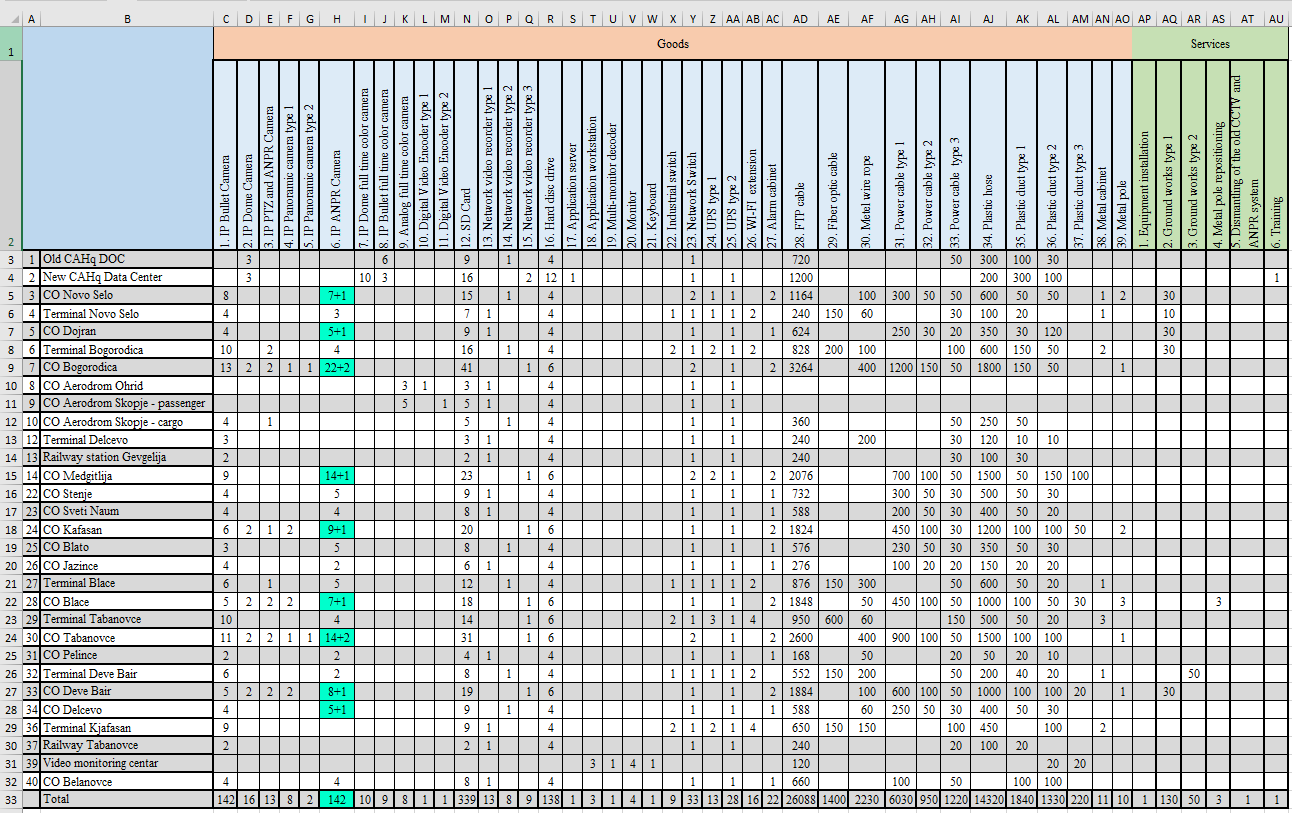
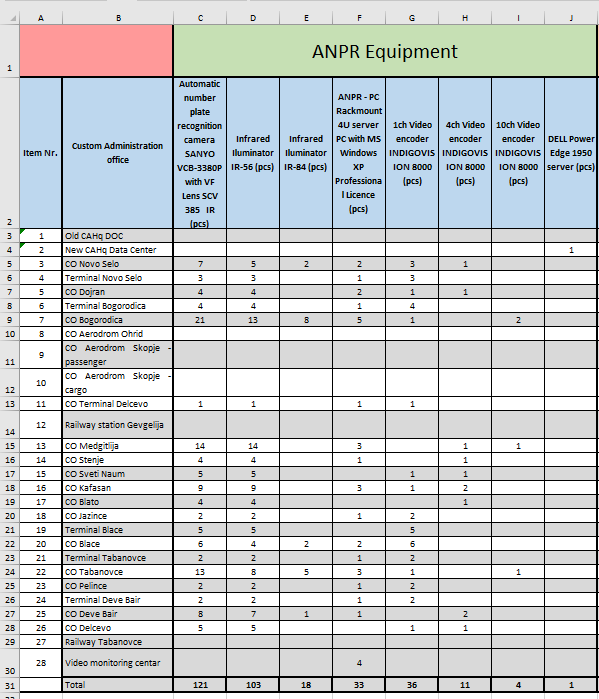
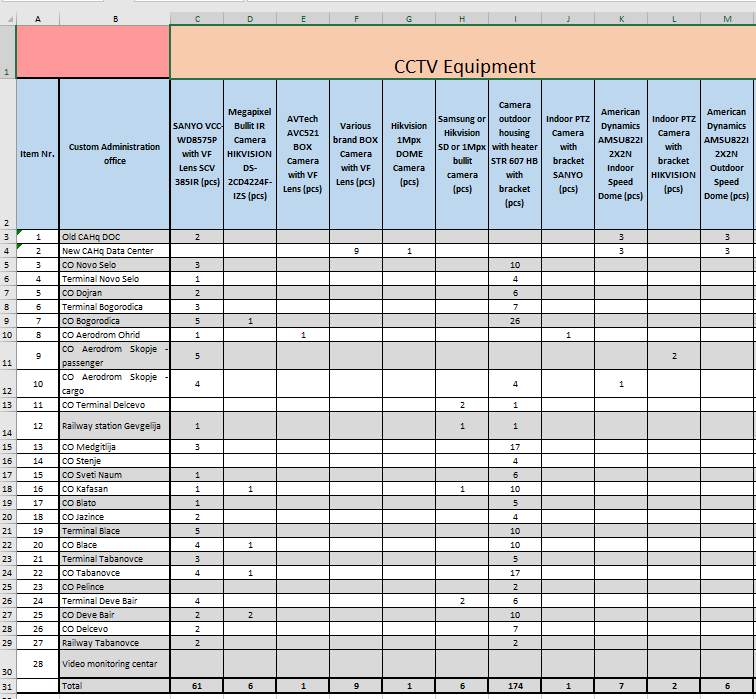
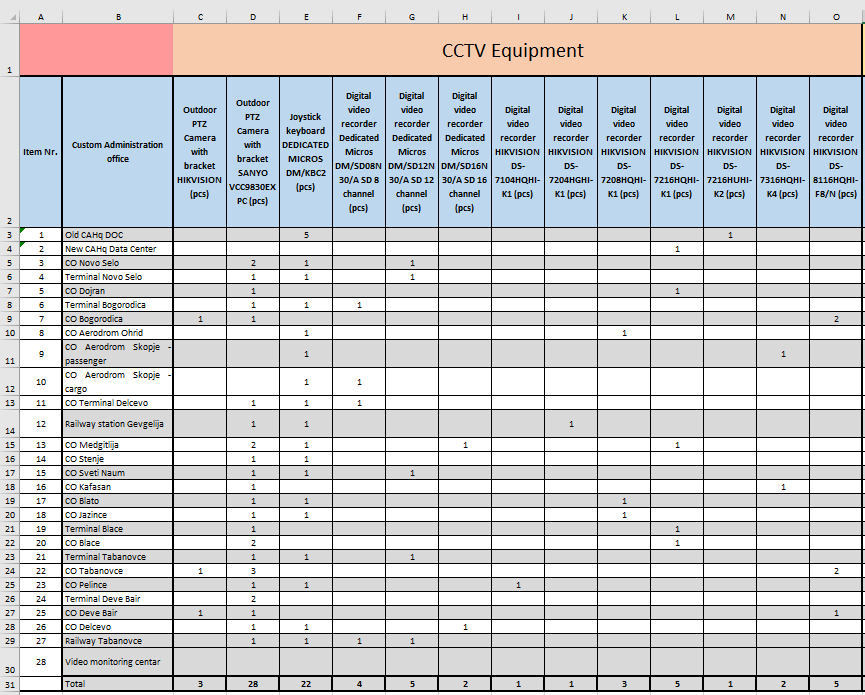


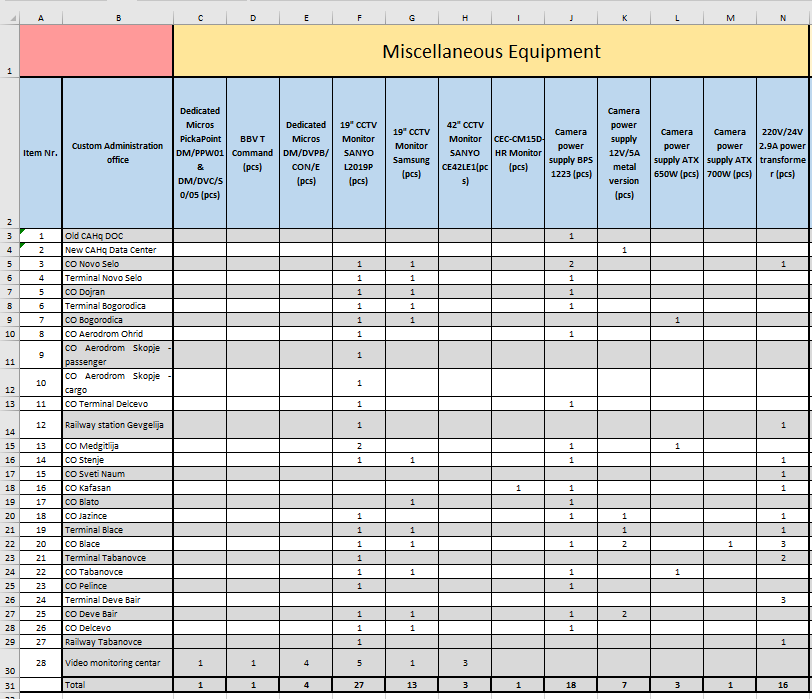
Table: List of old CCTV and ANPR equipment to be dismantled by location

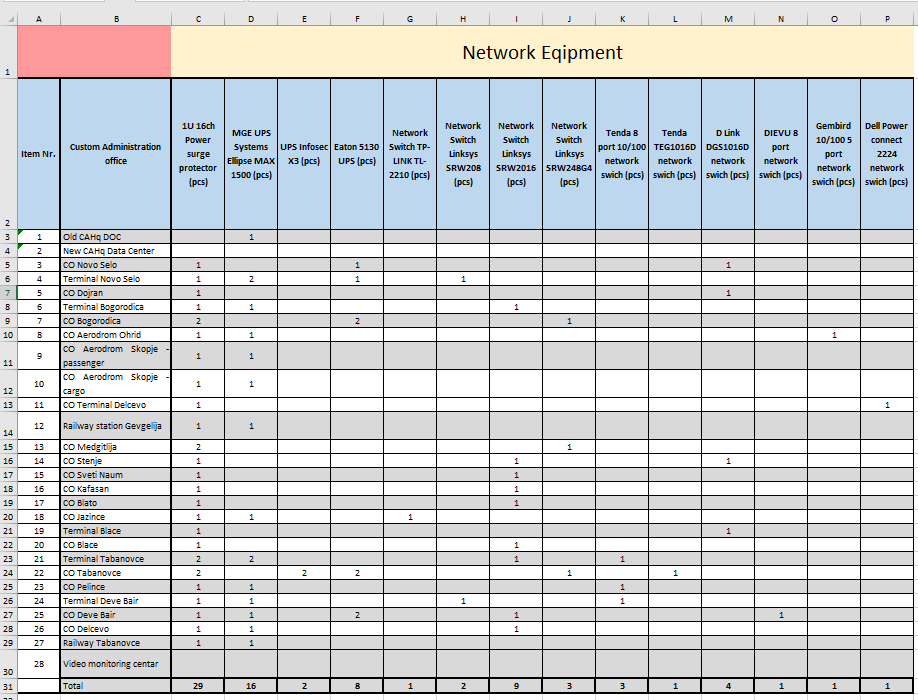
Note: Dismantled equipment will be taken over from authorized Custom Administration personnel, on sites were is dismantled immediately after dismantling. The record of handover will be signed from both sides – Supplier and CA.











3. Technical Specifications

The subject of this Request for Bids is the procurement of equipment for a new solution for video surveillance and automatic number plate recognition systems for all BCPs and Customs utilities. The system shall comprise of two main components:

* Video surveillance system (CCTV) and,
* Automatic number plate recognition system (ANPR)

Both components need to be integrated into a whole in order to achieve functionalities required for the Customs Administrations process automation.

The system should be a modern IP technological based solution that will fit into the existing information and telecommunication infrastructure of the Customs Administration. The solution follows the distributed concept of system architecture and uses specialized intelligent cameras that independently perform the function of license plate recognition. Relevant information in the form of "metadata" as well as the license plate image are stored in a local network video recorders (NVR). The system solution for the video surveillance system (CCTV) is classically implemented using the same network video recorders (NVR).

The purpose is to develop and deliver a detailed design for a new integrated centralized solution for CCTV and ANPR system based on IP technology for all customs offices in accordance with relevant national and customs legislation.

The system consists of four main components:

*- Surveillance Locations*

Different types of IP cameras are positioned on the Monitoring locations according to their functionalities. The cameras are equipped with SD cards that will provide data storage for a period of at least one week.

Data collected from thе cameras are stored in the local network video recorders. The NVR’s are connected to the central location via the Internet network. Depending on the number of cameras at the surveillance location, NVRs with 16, 32 or 64 channels are provided. NVRs should be equipped with an appropriate number of discs to store the recorded material. The discs should be able to be replaced in the event of a malfunction without interfering with the operation of the NVR. The NVR memory space should provide minimal storage space to recorded data for at least 30 days. As an additional safety feature, certain regional NVRs (including those at the central location) will be able to take over the role of peripheral NVRs in the event of their outage.

*- Central Application Server*

Application server hosts the central video surveillance and license plate recognition applications. The server performs all the basic system operations required for the system to function. The server has advanced analytics features described in the Technical Specifications document.

*- Monitoring Center*

Supervises and manages the assigned operational functions by the system operators. Monitoring center consists of 3 workstations, a control keyboard and a video wall with 6 monitors to monitor the operation of the cameras.

*- Networking and auxiliary equipment*

This auxiliary equipment should enable all necessary working conditions for the normal functioning of the CCTV and ANPR components. The networking equipment should enable Internet connection of the monitoring locations with the main monitoring center.

- Basic design requirements

The basic design requirements of the system essentially articulate the needs of the Customs Administration for a new modern CCTV and ANPR system with the help of which it will be able to improve its operation. The Customs Administration has defined the following requirements which are presented in the following table:

|  |  |
| --- | --- |
|  | **Basic design requirements** |
|  | **General system requirements** |
|  | The system solution should be IP based |
|  | Possibility of integration with the Customs Declaration and Excise Processing System (CDEPS) |
|  | Flexibility in choosing equipment for future interventions and upgrades |
|  | Central application flexibility for accepting different peripheral equipment manufacturers |
|  | The central application should be "Open Platform" which can be connected to other systems such as: Access control, Fire protection, Perimeter protection, public warning system, Weighing scales for vehicles, etc. |
|  | Possibility for some of the cameras in case of a defect in one location to be recorded in another location until the defect is eliminated |
|  | All systems of the Customs Offices, depending on the size, should have a backup power supply lasting 45 minutes to 1 hour |
|  | All system components should be interchangeable and protected from atmospheric electrical discharges in accordance with the applicable legal regulations in the Republic of North Macedonia |
|  | **CCTV System** |
|  | Cameras must have built-in thermo-vision (IR) functionality |
|  | Cameras need to be powered via network connectors (PoE) |
|  | Cameras should have a memory card slot installed on which data can be recorded (SD) |
|  | Cameras should have advanced analytical functions (alarms, predefined scenarios, searches ...) |
|  | Rotating pan / tilt / zoom cameras in addition to the basic functionalities should have additional capability for ANPR functionality |
|  | **ANPR System** |
|  | The cameras should detect, recognize and record data on: registration plate, time, date, location and direction of movement (entry / exit) with 95% accuracy regardless of the type and country of origin of the vehicle. |
|  | Cameras should be able to recognize the characteristics of the vehicle (color, manufacturer, type, category ..) in normal weather conditions |
|  | Cameras must have built-in thermo-vision (IR) functionality |
|  | Cameras need to be powered via network connectors (PoE) |
|  | Cameras should have a memory card slot installed on which data can be recorded (SD) |
|  | Cameras should have advanced analytical functions (alarms, predefined scenarios, searches ...) |
|  | Cameras should be able to compare pre-made blacklists of license plates (stolen, suspicious, claimed) with the license plate that is currently being processed |
|  | In case of list matching, cameras should be able to generate alarms through different types of interfaces |
|  | **Data storage** |
|  | All data generated by the cameras should be recorded locally on the NVR / servers |
|  | NVRs / servers and cameras need to be synchronized with each other |
|  | NVRs should have a minimum of 8 disc slots on which camera data will be archived |
|  | The servers should have a minimum of 2 disks on which the camera data will be archived (4MP, 25FPS, H.265) |
|  | NVRs and Servers should provide storage of the recorded material within 30 days |
|  | Disks should support RAID functionality |
|  | Disks should support "hot swap" functionality |
|  | The application server at the central location should be able to take over the function or work in parallel with any NVR / server from any Customs office |
|  | **System Management** |
|  | Access to the system application should be WEB based |
|  | Flexibility in the management of system parameters by DOC operators as well as locally from each Customs Office |
|  | Management of all system parameters by DOC operators (monitoring, searching, synchronization, list generation, ....) |
|  | View video stream from any DOC video wall camera |
|  | Create and modify an unlimited number of user-defined alarms, create blacklists,… |
|  | The system should store the logs of all the activities of the operators |
|  | The system should provide different levels of operator access to system functionality |
|  | The system should allow the creation of different types of reports |
|  | The system should enable continuous monitoring / alerting of camera operation (Camera status, Camera obstruction, Camera light obstruction, rapid camera vision speed change, Low light, Camera disconnection |

- System design solution

The solution for the design of the system should be a modern IP technological solution that will fit into the existing information telecommunication infrastructure of the Customs Administration, will satisfy the basic design requirements and will certainly be within the foreseen budget.

The System design solution is based on IP technology, uses specialized intelligent cameras that independently perform the function of plate recognition and the relevant information in the form of "metadata" as well as the image of the plate are placed in a local NVR (Network Video Recorder) located at the premises of the customs office.

This system solution follows the distributed concept of system architecture. This concept is the most appropriate at the moment given the fact that the network IP infrastructure of the Customs Administration does not offer high speeds of access to most of the customs offices.

The system design minimizies the possibility of loss of data due to defects or outages of certain system components. This protection will be achieved in the following ways:

* Inserting SD memory cards into the cameras that would store the recorded data from the camera for a minimum of one week. This functionality would allow in case of failure of the local NVR / Recording server less than a week, to perform restoration and synchronization of data after the return of the device to work.
* Dedication of a regional NVR / Recording server that has excellent internet connections with its subordinate end NVR’s / Recording servers , to record data from the cameras of the customs office where the local NVR / Recording server is out of use. After the local NVR / Recording server is back in operation , the two servers will synchronize and restore the data which are lost.
* Enabling the central Application server located in the Duty Operations Center to work in parallel or to take over the work of any local or regional NVR / Recording server which enables central storage of data from any camera from any customs office.

The system solutions for the CCTV system are classically realized. Different types of IP cameras are used which are positioned according to their functionalities and the needs of the Customs Administration.

Central management has all the required functionalities listed in the basic design requirements. The DOC provides 3 workstations, a control keyboard and a video wall with 6 monitors to monitor the operation of the cameras. The application installed on the central server should meet all the operational requirements of the DOC operators. One of the important functions of management, in addition to monitoring, is to create different types of " blacklists " with license plates. In case of any of the signs at the Border Crossing which is currently being processed with a plate located on one of the lists, a central alarm is generated immediately and / or a local sound / light alarm which signals that a vehicle has appeared at the border crossing which is on one of the lists. This is a signal for the employees of the customs office to start the procedure provided in such situations. Creating lists can be done through the central application or with direct access to the camera menu.

The system should generally consist of the following functional units :

* Video surveillance system
* Automatic license plate recognition system
* Data storage system
* Systemic central management

**System Solution Overview**

**System Solution Architecture**

System Solution generally consists of three components: Central Application Server, Monitoring Center, and Surveillance Locations.

*Application Server* performs all the basic system operations necessary for the system to function. It consists of the following components:

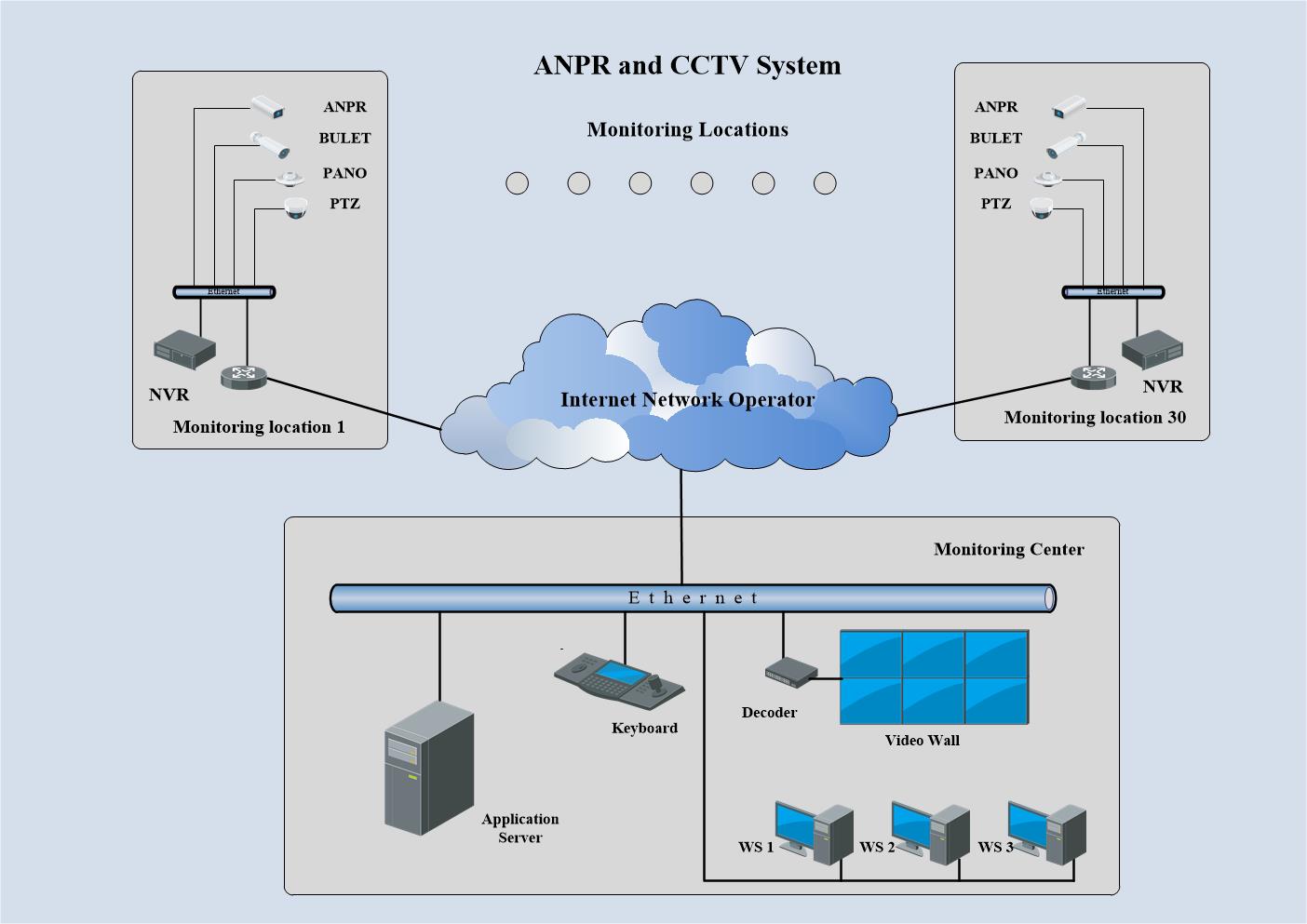
* *System Management Server* . Responsible for managing modules and supports site management monitoring.
* *Web Server* Responsible for supporting WEB services
* *Streaming Gateway* Responsible for managing video and audio streams from cameras and devices from other manufacturers
* *Third Party Plug-in* Responsible for accessing devices from other manufacturers
* *Smart Wall Managent Service* Responsible for managing video monitors
* *Keyboard Proxy Service* Responsible for access and network keyboard operations
* *Data Base* Responsible for data storage

Optionally in the case of large systems to increase system capacity additional Recording Server and Streaming Server can be added. Recording Server will increase the storage space for videos, and Streaming Server will balance the video / audio load on the application server.

*Monitoring Center* supervises and manages the assigned operational functions by the system operators.

*Monitoring Locations* collect information received from cameras and store it in network video recorders.

The block diagram of System Solution is shown in the following figure:

****

- Solution description

The solution is based on the use of video surveillance cameras, license plate recognition cameras and network video recorders for data storage. The other system components are classic system components that support the operation of cameras and network recorders.

**Cameras**

* Bullet camera ( Minimum resolution 4MP, motorized lens with variable focal length, IR smart reflector, Integrated SD card slot) provided as a general fixed video surveillance camera. This performance is robust, with a high degree of protection and resistant to the daily problem of physical sabotage of the position of the cameras.
* Dome camera (Minimum resolution 4 MP motorized lens with variable focal length, IR smart reflector, Integrated SD card slot) provided as a video surveillance camera in low light or high reflection areas. This camera has advanced features in addition to the basics. Namely, it supports the function of recognizing and writing characters. It will be installed near the locations where mass passenger control is performed, usually during bus transportation.
* Swivel pan / tilt / zoom camera (Minimum resolution of 4 MP camera with advanced video analytics functions, Smart IR reflector, SD card slot) intended for higher priority locations - the first category of crossings which in case of ANPR camera outage will take over function.
* Panoramic camera (3 X2MP for panoramic field of view coverage and one 2 MP PTZ camera , IR , SD card) designed for general space monitoring. This is a new technology that allows monitoring of the entire space, ie. 360 degrees on one image. The high resolution and good placement in the space gives great visibility. In addition to this feature, the camera itself has a built-in PTZ Camera that distributes additional image with PTZ functions.
* Panoramic camera (4 X2MP for panoramic field of view coverage and one 4 MP PTZ camera , IR , SD card) designed for general detailed space monitoring. This is the same as the above camera with enhanced features. It will be installed at the two most important crossings, Tabanovce and Bogorodica.
* IP Dome Camera, Full time color 4Mpx is a regular IP Dome camera with good resolution but no advanced features. It is intended for installation in the old and new offices of the Customs Administration in Skopje. In low priority locations, this camera is an ideal solution.
* IP Bullet Camera, Full time color 4Mpx, just like the previous camera and this model is intended for the perimeter of the old and new offices of the Customs Administration in Skopje under Kale.
* 5Mpx Full time color camera is an analog camera, which will be installed at the two airports in Skopje and Ohrid where the installation of new data cables is not allowed, but the existing coaxial cables must be used. The signal conversion to IP format will be done with additional devices ( encoders).

**Network video recorder**

The network video recorder is intended for storing camera data. Depending on the number of cameras at the customs office, NVRs with 16, 32 or 64 channels are provided. NVRs should be equipped with an appropriate number of discs to store the recorded material. The discs should be able to be replaced in the event of a malfunction without interfering with the operation of the NVR. The NVR memory space should provide minimal storage and storage of the recorded data for at least 30 days.

**Application server**

The application server hosts the central video surveillance applications and license plate recognition.

**Workstations**

The workstations are located in the Duty Operations Center (DOC) with the help of which the operators manage the system.

**Control keyboard**

Designed for fast control of cameras with built-in LCD screen and control stick.

**Video wall**

It consists of 6 LCD displays and is intended for visual monitoring of cameras. The network connection is made with a video decoder.

**Alarm cabinet**

Intended for light and sound notification in case of coincidence of a license plate with those of the blacklists.

**Uninterruptible power supplies**

These devices should provide uninterruptible power supply to the equipment in the event of a power outage within 45 to 60 minutes, depending on the location.

**Switches**

LAN network will be constructed with 24 port switches with built-in line power supply (PoE) and the facilities that are far from the central building with 8 port industrial switches connected to the main switch via CAT 5 cable, optical cable or WIFI radio connection.

**Other equipment**

Other equipment consists of different types of data, optical and power cables for connecting devices, plastic hose for cable protection, plastic ducts for cable laying and protection, metal cabinets for equipment, metal poles for mounting cameras, etc.

**Technical specifications**

Technical specifications have been prepared as follows:

* System solutions given in " System design solution "
* Basic system design requirements
* Quantitative assessment of the new system components

These Draft Technical Specifications show the components and services needed to complete the project specified in detail in the "Technical Specifications".

The main goal for the creation of the Draft Technical Specification is to make a more accurate estimate of the costs required for the realization of the CCTV and ANPR system of the Customs Administration.

The following two tables show the lists of goods and services needed for the realization of the project:

|  |  |
| --- | --- |
|  | **List of Goods** |
|  | **IP Bullet Camera – Quantity 142 pcs** |
|  | **IP Dome Camera – Quantity 16 pcs** |
|  | **IP PTZ and ANPR Camera – Quantity 13 pcs** |
|  | **IP Panoramic camera type 1 – Quantity 8 pcs** |
|  | **IP Panoramic camera type 2 – Quantity 2 pcs** |
|  | **IP ANPR Camera – Quantity 142 pcs** |
|  | **IP Dome full time color camera – Quantity 10 pcs** |
|  | **IP Bullet full time color camera – Quantity 9 pcs** |
|  | **Analog full time color camera – Quantity 8 pcs** |
|  | **Digital Video Encoder type 1 – Quantity 1 pcs** |
|  | **Digital Video Encoder type 2– Quantity 1 pcs** |
|  | **SD Card – Quantity 339 pcs** |
|  | **Network video recorder type 1– Quantity 13 pcs** |
|  | **Network video recorder type 2 – Quantity 8 pcs** |
|  | **Network video recorder type 3 – Quantity 9 pcs** |
|  | **Hard disc drive – Quantity 138 pcs** |
|  | **Application server – Quantity 1 pcs** |
|  | **Application workstation – Quantity 3 pcs** |
|  | **Multi-monitor decoder – Quantity 1 pcs** |
|  | **Monitor – Quantity 4 pcs** |
|  | **Keyboard – Quantity 1 pcs** |
|  | **Industrial Switch – Quantity 9 pcs** |
|  | **Network Switch – Quantity 33 pcs** |
|  | **UPS type 1 – Quantity 13 pcs** |
|  | **UPS type 2 – Quantity 28 pcs** |
|  | **WI-FI extension – Quantity 16 pcs** |
|  | **Alarm cabinet – Quantity 22 pcs** |
|  | **FTP cable – Quantity 26088 m** |
|  | **Fiber optic cable – Quantity 1400 m** |
|  | **Metal wire rope – Quantity 2230 m** |
|  | **Power cable type 1 – Quantity 6030 m** |
|  | **Power cable type 2 – Quantity 950 m** |
|  | **Power cable type 3 – Quantity 1220 m** |
|  | **Plastic hose – Quantity 14320 m** |
|  | **Plastic duct type 1 – Quantity 1840 m** |
|  | **Plastic duct type 2 – Quantity 1330 m** |
|  | **Plastic duct type 3 – Quantity 220 m** |
|  | **Metal cabinet – Quantity 11 pcs** |
|  | **Metal pole – Quantity 10 pcs** |

|  |  |
| --- | --- |
|  | **List of Related Services** |
| **1** | Dismantling of the old CCTV and ANPR system; Quantity: 1; Lump Sum |
| **2** | Equipment installation; Quantity: 1; Lump Sum |
| **3** | Inspections and testing; Quantity: 1; Lump Sum |
| **4** | Training; Quantity: 1; Lump Sum |

**Places of delivery (POD)**

The following table shows the places where the equipment needed for the project implementation will be installed.

|  |  |
| --- | --- |
|  | **Location** |
| **1** | **Old CAHq DOC - Skopje** |
| **2** | **New CAHq Data Center - Skopje** |
| **3** | **CO Novo Selo - Strumica** |
| **4** | **Terminal Novo Selo - Strumica** |
| **5** | **CO Dojran** |
| **6** | **Terminal Bogorodica - Gevgelija** |
| **7** | **CO Bogorodica - Gevgelija** |
| **8** | **CO Aerodrom Ohrid** |
| **9** | **CO Aerodrom Skopje - passenger** |
| **10** | **CO Aerodrom Skopje - cargo** |
| **11** | **Terminal Delcevo** |
| **12** | **Railway station Gevgelija** |
| **13** | **CO Medgitlija - Bitola** |
| **14** | **CO Stenje - Resen** |
| **15** | **CO Sveti Naum - Ohrid** |
| **16** | **CO Kafasan - Struga** |
| **17** | **CO Blato - Debar** |
| **18** | **CO Jazince - Tetovo** |
| **19** | **Terminal Blace - Skopje** |
| **20** | **CO Blace - Skopje** |
| **21** | **Terminal Tabanovce - Kumanovo** |
| **22** | **CO Tabanovce - Kumanovo** |
| **23** | **CO Pelince - Kumanovo** |
| **24** | **Terminal Deve Bair - K.Palanka** |
| **25** | **CO Deve Bair - K.Palanka** |
| **26** | **CO Delcevo** |
| **27** | **Terminal Kjafasan - Struga** |
| **28** | **Railway Tabanovce - Kumanovo** |
| **29** | **Video monitoring centar - Skopje** |
| **30** | **CO Belanovce - Kumanovo** |

**Dismantling of the old equipment**

- Dismantling of cameras and accompanying installation elements, cables and hoses from the existing point where the camera is installed to the point where it is visible and clearly separated from the existing installations in the building.

- Dismantling of communication equipment and passive elements in the cabinet (old ANPR servers, power supply units, video converters, monitors and other unnecessary equipment that is part of the old system), cables and hoses leading from the communications cabinet to a point where they are visible and may differ from existing system installations.

In the dismantling process, the communication cabinets that will be used for the installation of the new equipment should be completely cleaned, old shelves and power strips will remain in the communication cabinets).

Dismantling is the first action that will start the implementation of the project, equipment installation will begin immediately after dismantling. In some locations and places, installation and dismantling can be performed at the same time according to the work plan attached by the bidder.

Dismantled equipment will be taken over from authorized Custom Administration personnel, on sites were is dismantled immediately after dismantling. The record of handover will be signed from both sides – Supplier and CA.

**Equipment Installation**

Installation of the equipment listed in the document “List of Goods and Delivery Schedule” must be in accordance with the requirements specified in the document “Technical specifications”, at the sites specified in the document “Places of delivery” (PoD).

Equipment delivery, including final installation must include all miscellaneous but needed items for equipment delivery and installation in order that the goods are left in place fully operational and ready for use. Consumables used during delivery, installation and during testing time before Acceptance tests, must be anticipated and calculated in the offer. It shall be the sole responsibility of the Bidder to check all the places of delivery for completeness of equipment delivery before the commencement of delivery. The whole installation must be done on the principle “turnkey solution”.

Equipment installation will start with the installation at the headquarters of the customs administration (old and new) where, first of all, the complete skeleton of the CCTV and ANPR system will be formed. After the system becomes operational, the installation of equipment will begin at 3 typical locations chosen by the Customs Administration. After the installation is completed, each site will be tested. This test will determine practices for further installation of the equipment in the other locations according to the PoD table.

After this, the installation of the other locations will continue according to the same established practice according to the PoD table, and submitted Work plan.

Part of installation of the equipment on specific PoD requires ground works.

In the Terminal Deve Bair – Kriva Palanka, construction activities will be required in terms of excavation of an earth trench with a minimum depth of 60 cm and a width of 30 cm, all together in a length of 50 meters. The surface should be returned in original condition, taking into account and implementing environmental protection standards that are in force.

On other 5 locations, construction activities will be required in terms of cutting asphalt with a minimum depth of 4 cm and a width of 3 cm, all together in a length of 130 meters at the locations given in the PoD table. Аfter laying a hose, this trench should be returned to its original state, ie. to be filled with covering material. The surface should be returned in original condition, taking into account and implementing environmental protection standards that are in force.

**Inspections and tests**

All tests must be described in the test plan documents and performed on dedicated test environment provided by the Contractor. The Contractor shall prepare the testing environment in a clean and efficient manner and it must ensure that all prerequisites for the successful completion of the tests are met. The Contractor shall provide any necessary assistance in the implementation of all tests under the supervision of authorised representatives of the Purchaser and Consultants. Inspection and test of the equipment will be carried out successively after the completion of the installation at each location and its addition to the central monitoring system at the customs headquarters. From that moment of adding the location to the central system until the audit, each location will be subject to a test by customs officials. The entire procedure of the inspection and test of the system will be completed with an audit according to the pre-established table given in the attachment.

The tests of the System must include at least the following:

*General check of the overall system*

* Visual inspection of the performed works, including qualitative control of the cable infrastructure
* Visual control of the assembly method of the entire equipment
* Visual control of the performed work in the rack cabinets at each location
* Determining the number of pieces of overall equipment at each location
* Checking the network parameters of the equipment by checking the IP addresses of each location

*CCTV system check*

* Checking the functionality of the video surveillance system by obtaining an image from each camera at each monitored location
* Checking and confirming the field of view of the cameras
* Checking the PTZ functionality of the rotating cameras
* Functionality check of panoramic cameras
* Checking the archive space of a network video recorder and ascertaining the condition of the capacity of the disks
* Review of the recorded material from the cameras on the network video recorder
* Review of recorded material from the cameras on the SD card
* Functionality check of the UPS backup power supply with a shutdown of the main power supply of the rack cabinet
* Verification of operation of video analytical functions of the cameras in accordance with the requirements defined in the technical specification

*ANPR system check*

* Functionality check of ANPR cameras by obtaining an image of the surveillance location
* Functionality check of ANPR cameras by reading license plates from vehicles at the surveillance location
* Simulation of the functionality of the Alarm cabinet (local light and sound signaling) with the appearance of a test vehicle with a license plate that is on the "blacklist"
* Functionality check of the ANPR at the backup rotating camera that is part of the video surveillance system
* Checking the local archiving of the report plates on a network video recorder

*Checks of the central management system*

* Checking communication with each monitored site separately
* Checking the number of cameras, NVRs and switches registrated on the central software application
* Verification of image acquisition with different camera stream parameters (main / sub stream) functionality
* Checking the ability to take a picture or video clip live or when viewing recorded material from the cameras
* Checking the possibility to download recorded material from a central application
* Checking the possibility of monitoring the status of the ports of the network switches from the central authority
* Checking the possibility of changing the parameters (configuring) of each of the system devices from the central location
* Checking the receipt of alarm events at a central location and the method of reporting (video analytical events)
* Checking of receiving a notification in the event of "offline" device status (non-functionality of a specific camera, NVR or network switch)
* Checking the functionality of creating users with different access privileges
* Checking the application functionalities of the workstations
* Functionality check for synchronization of the recorded material from the SD card with that from a network video recorder
* Functionality check for automatic synchronization of the "black list" from a central location with all ANPR cameras in the system
* Checking the receipt of events from recognized plates by ANPR cameras
* Video search verification by a specific recognized license plate
* Checking the possibility to search for a vehicle by a certain specific parameter (search by color, type, brand of vehicle etc.)
* Video wall functionality check, with different layouts for displaying information on each monitor separately

The results of the tests will be reported in the Testing and Acceptance Report where, for each test, the following information shall be provided:

* Reference to the test;
* Results;
* Description of encountered anomalies;
* Name and signature of the Purchaser and the Supplier or designated representative(s).

Training

The training of the authorized personnel will start in parallel with the completion of the first installation at the headquarters of the customs administration (old and new). When these locations and “DOC” will be functional, the training of trainers will begin immediately, i.e theoretical part and during completion of the testing of all locations will proceed as practical know-how transfer of knowledge. Additionally, training of Trainers will be performed during whole period of implementation of testing on each site.

Operators training can begin immediately after the first completed site. Officialization of this part will be concluded with the given deadline for training.

The training of IT staff will be according to the established deadline. This training is best to be done during the implementation process of the central platform at the customs headquarters.

Тhe location where the training will be carried out will be at the customs offices, IT department and “DOC” as needed.

A detailed Training Plan describing in detail the training modules and topics, as well as its duration must be agreed with the Beneficiary and presented to the Contracting Authority for acceptance at the latest 12 weeks after the commencement date.

The location where the training will be carried out will be at the customs offices, HQs, IT department and “DOC” as needed.

All trainings shall be delivered on Macedonian language. Training documents/manuals shall be delivered on Macedonian and English language.

The number of custom officers that will take part of training process is described in Detailed Technical Specifications – Training.

Detailed Technical Specifications - Required and Offered

Mandatory filled by the bidder and submitted in the BID

|  |  |  |
| --- | --- | --- |
|  | ***Description of Goods and Related Service*** | ***Offered Description in a Bid, proofed by submission of relevant Technical Datasheet, which will be evaluated by Evaluation Commission***  ***[to be fulfilled by the bidder]*** |
|  | **Cameras** | **Cameras** |
| **1** | **IP Bullet Camera – Quantity 142 pcs** | **IP Bullet Camera – Quantity 142 pcs** |
|  | Basic requirements |  |
|  | * 1. At least 6 MP resolution   2. At least 0.003 Lux illumination in color mod   3. At least 120 dB wide dynamic range   4. Built-in varifocal lens size 2.8 to 12 mm with the possibility of tuning from the central location   5. Built-in IR with min 55 meters distance   6. At least 25 fps at 6 MP resolution   7. Support of three (3) network streams with different resolution parameters and frames   8. H.265/H.264 video signal compression support   9. ONVIF support for integration with systems from other manufacturers   10. HTTPS encryption and logging passwords support   11. Possibility of filtering IP addresses   12. Built-in slot for at least 128 GB recording memory card   13. At least one (1) RJ 45 network interface   14. PoE power supply   15. Working range temperature from -30 ° C to +60 ° C   16. At least IP66 protection   17. Metal made housing and stud |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Face image capture   2. Motion detection (human and vehicle targets classification), video tampering alarm   3. Line crossing detection and intrusion detection   4. Generation of alarm event if camera field of view is changed   5. Automatic synchronization of memory card records with the NVR   6. Encryption of recorded data on the memory card |  |
| **2** | **IP Dome Camera – Quantity 16 pcs** | **IP Dome Camera – Quantity 16 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 4 MP resolution   2. At least 0.0005 Lux illumination in color mod   3. At least 140 dB wide dynamic range   4. Built-in varifocal lens size at least 2.8 to 12 mm   5. Built-in IR with min 30 meters distance   6. At least 50 fps at 4 MP resolution   7. Support of at least four (4) network streams with different resolution parameters and frames   8. H.265/H.264 video signal compression support   9. ONVIF support for integration with systems from other manufacturers   10. HTTPS encryption and logging passwords support   11. Possibility of filtering IP addresses   12. Built-in slot for 256 GB recording memory card   13. At least one (1) RJ 45 network interface   14. PoE power supply   15. Working range temperature from -30 ° C to +60 ° C   16. At least IP66 protection   17. Metal made housing and stud |  |
|  | Functional requirements |  |
|  | * 1. Basic event support: motion detection, alarm input, alarm output, video tampering detection, exception   2. Smart event support: face detection, intrusion detection, line crossing detection, region entrance detection, region exiting detection   3. Generation of at least 8 zones with protective privacy mask   4. At least one (1) alarm input and output for integration with other security systems   5. Generation of alarm event if camera field of view is changed   6. Automatic synchronization of memory card records with the NVR   7. Encryption of recorded data on the memory card |  |
| **3** | **IP PTZ and ANPR Camera – Quantity 13 pcs** | **IP PTZ and ANPR Camera – Quantity 13 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 4 MP resolution   2. At least 0.001 Lux illumination in color mod   3. At least 140 dB wide dynamic range   4. At least X 36 optical zoom   5. At least X 16 digital zoom   6. Negative zooming angle support   7. At least 25 fps at 4 MP resolution   8. Support of at least three (3) network streams with different resolution parameters and frames   9. H.265/H.264 video signal compression support   10. ONVIF support for integration with systems from other manufacturers   11. HTTPS encryption and logging passwords support   12. Built-in slot for 256 GB recording memory card   13. At least one (1) RJ 45 network interface   14. PoE power supply   15. Working range temperature from -30 ° C to +60 ° C   16. At least IP66 protection   17. Metal made housing and stud |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Basic event support: motion detection, alarm input, alarm output, video tampering detection, exception   2. Smart event support: face detection, intrusion detection, line crossing detection, region entrance detection, region exiting detection   3. Automatic number plate recognition   4. Possibility of recognition vehicle model and color   5. Possibility of programing patrols and preset positions   6. Possibility of memorizing continuous paths movement   7. Possibility of fogy condition working mode   8. At least one (1) alarm input and output for integration with other security system   9. Automatic synchronization of memory card records with the NVR |  |
| **4** | **IP Panoramic camera type 1 – Quantity 8 pcs** | **IP Panoramic camera type 1 – Quantity 8 pcs** |
|  | Basic requirements | Basic requirements |
|  | Fixed panoramic camera basic requirements   * 1. 3 lens, each with resolution of at least 2 MP (total 6 MP)   2. Lens size in range from 3 mm to 5 mm   3. At least 0.005 Lux illumination in color mod   PTZ panoramic camera basic requirements   * 1. At least 2 MP resolution   2. At least 0.005 Lux illumination in color mod   3. At least X 10 optical zoom   4. At least X 8 digital zoom   5. Possibility of programing patrols and preset positions   6. Built-in IR with min 50 meters distance   Other basic requirements   * 1. H.265/H.264 video signal compression support   2. ONVIF support for integration with systems from other manufacturers   3. HTTPS encryption and logging passwords support   4. Support of at least three (3) network streams with different resolution parameters and frames   5. Built-in slot for 256 GB recording memory card   6. At least one (1) RJ 45 network interface   7. PoE power supply   8. Working range temperature from -30 ° C to +60 ° C   9. At least IP66 protection |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Possibility of fogy condition working mode   2. At least one (1) alarm input and output for integration with other security systems   3. Automatic synchronization of memory card records with the NVR |  |
| **5** | **IP Panoramic camera type 2 – Quantity 2 pcs** | **IP Panoramic camera type 2 – Quantity 2 pcs** |
|  | Basic requirements | Basic requirements |
|  | Fixed panoramic camera basic requirements   * 1. At least 13 MP resolution   2. Lens size in range from 2 mm to 4 mm   3. At least 0.0005 Lux illumination in color mod   PTZ panoramic camera basic requirements   * 1. At least 3 MP resolution   2. At least 0.0005 Lux illumination in color mod   3. At least X 40 optical zoom   4. At least X 16 digital zoom   5. At least 120 dB wide dynamic range   6. Negative zooming angle support   7. Ability to adjust the camera movement speed from 0.1 to 210 degrees per second along the "Pan" axis   8. Ability to adjust the camera movement speed from 0.1 to 150 degrees per second along the "Tilt" axis   9. Possibility of programing patrols and preset positions   10. Built-in IR with min 200 meters distance   Other basic requirements   * 1. H.265/H.264 video signal compression support   2. ONVIF support for integration with systems from other manufacturers   3. HTTPS encryption and logging passwords support   4. Support of at least three (3) network streams with different resolution parameters and frames   5. Built-in slot for 256 GB recording memory card   6. At least one (1) RJ 45 network interface   7. At least one (1) fiber optic interface   8. PoE power supply   9. Working range temperature from -30 ° C to +60 ° C   10. At least IP66 protection |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Smart event detection (line crossing, region entrance, region exiting, unattended baggage, intrusion, object removal)   2. Possibility of automatic objects tracking (manual, auto, panorama, patrol)   3. Possibility of face detecting, grading, capturing, tracking   4. At least twenty (20) simultaneous face detection   5. Possibility of fogy condition working mode   6. At least one (1) alarm input and output for integration with other security systems   7. Possibility of creation privacy masks   8. Face detection and generation of alarm events   9. Automatic synchronization of memory card records with the NVR |  |
| **6** | **IP ANPR Camera – Quantity 142 pcs** | **IP ANPR Camera – Quantity 142 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 4 MP resolution   2. At least two (2) lens sizes 4 mm to 11 mm and 8 mm to 32 mm   3. At least 0.001 Lux illumination in color mod   4. At least 1/25s to 1/100.000 s shutter time   5. At least 140 dB wide dynamic range   6. Built-in IR with min 50 meters distance   7. Support of at least three (3) network streams with different resolution parameters and frames   8. H.265/H.264 video signal compression support   9. ONVIF support for integration with systems from other manufacturers   10. HTTPS encryption and logging passwords support   11. Built-in slot for 128 GB recording memory card   12. At least one (1) RJ 45 network interfaces   13. PoE power supply   14. Working range temperature from -30 ° C to +60 ° C   15. At least IP66 protection |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Detection, recognition and recording registration plate, time, date, location and direction of movement (entry / exit) with 95% accuracy regardless of the type and country of origin of the vehicle   2. Possibility of recognition vehicle type, model, brand and color   3. Support for driving direction detection, vehicle without license plate   4. Possibility of fogy condition working mode   5. Cameras should have advanced analytical functions (alarms, predefined scenarios, searches ...)   6. Creation of at least 10.000 license plates records black lists   7. Generation of alarms under different types of criteria   8. Synchronization of camera black list with central application black list from central management application   9. At least one (1) alarm input and output for integration with other security systems   10. Automatic synchronization of memory card records with the NVR   11. Encryption of recorded data on the memory card |  |
| **7** | **IP Dome full time color camera – Quantity 10 pcs** | **IP Dome full time color camera – Quantity 10 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 4 MP resolution   2. At least 0.0005 Lux illumination in color mod   3. At least 130 dB wide dynamic range   4. Built-in lens size 2.8 mm   5. Built-in IR lighting with min 30 meters distance   6. At least 25 fps at 4 MP resolution   7. Support of three (3) network streams with different resolution parameters and frames   8. H.265+/H.265/H.264 video signal compression support   9. ONVIF support for integration with systems from other manufacturers   10. HTTPS encryption and logging passwords support   11. Built-in slot for 256 GB recording memory card   12. At least one (1) RJ 45 network interfaces   13. PoE power supply   14. Working range temperature from -30 ° C to +60 ° C   15. At least IP66 protection |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Basic event support: motion detection, alarm input, alarm output, video tampering detection, exception   2. Smart event support: face detection, intrusion detection, line crossing detection, region entrance detection, region exiting detection   3. Automatic synchronization of memory card records with the NVR   4. Encryption of recorded data on the memory card |  |
| **8** | **IP Bullet full time color camera – Quantity 9 pcs** | **IP Bullet full time color camera – Quantity 9 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 4 MP resolution   2. At least 0.0005 Lux illumination in color mod   3. At least 130 dB wide dynamic range   4. Built-in lens size 2.8 mm   5. Built-in IR lighting with min 40 meters distance   6. At least 25 fps at 4 MP resolution   7. Support of three (3) network streams with different resolution parameters and frames   8. H.265+/H.265/H.264 video signal compression support   9. ONVIF support for integration with systems from other manufacturers   10. HTTPS encryption and logging passwords support   11. Possibility of filtering IP addresses   12. Built-in slot for 256 GB recording memory card   13. At least one (1) RJ 45 network interfaces   14. Generation of alarm event if camera field of view is changed   15. PoE power supply   16. Working range temperature from -30 ° C to +60 ° C   17. At least IP66 protection |  |
|  | Functional requirements | Functional requirements |
|  | * 1. Basic event support: motion detection, alarm input, alarm output, video tampering detection, exception   2. Smart event support: face detection, intrusion detection, line crossing detection, region entrance detection, region exiting detection   3. Automatic synchronization of memory card records with the NVR   4. Encryption of recorded data on the memory card |  |
| **9** | **Analog full time color camera – Quantity 8 pcs** | **Analog full time color camera – Quantity 8 pcs** |
|  | Basic requirements | Basic requirements |
|  | * 1. At least 5 MP resolution   2. At least 0.0005 Lux illumination in color mod   3. At least 130 dB wide dynamic range   4. Built-in lens size 2.8 mm   5. Working in constant color mode   6. BNC connection type   7. 12 V DC power supply   8. Working range temperature from -30 ° C to +60 ° C   9. At least IP66 protection |  |
| **10** | **Digital Video Encoder type 1 – Quantity 1 pcs** | **Digital Video Encoder type 1 – Quantity 1 pcs** |
|  | * 1. Connecting 4 analog cameras with resolution of 5 MP   2. BNC connection type input   3. H.265+/H.265/H.264 video signal compression support   4. Encoder must be fully compatible with NVRs and Application server   5. Possibility of connecting hard disk   6. At least one (1) RJ 45 network interfaces   7. At least one (1) alarm input and output for integration with other security systems   8. Working range temperature from -10 ° C to +50 ° C |  |
| **11** | **Digital Video Encoder type 2– Quantity 1 pcs** | **Digital Video Encoder type 2– Quantity 1 pcs** |
|  | * 1. Connecting 8 analog cameras with resolution of 5 MP   2. BNC connection type input   3. H.265+/H.265/H.264 video signal compression support   4. Encoder must be fully compatible with NVRs and Application server   5. Possibility of connecting hard disk   6. At least one (1) RJ 45 network interfaces   7. At least one (1) alarm input and output for integration with other security systems   8. Working range temperature from -10 ° C to +50 ° C |  |
| **12** | **SD Card – Quantity 339 pcs** | **SD Card – Quantity 339 pcs** |
|  | * 1. At least 128 GB storage capacity   2. Class 10 R/W speed   3. Read speed 95 MB/s   4. Write speed 45 MB/s   5. Must be compatible with installed cameras |  |
|  | **Recorders** | **Recorders** |
| **13** | **Network video recorder type 1– Quantity 13 pcs** | **Network video recorder type 1– Quantity 13 pcs** |
|  | * 1. Connection of at least 16 IP camera   2. Support for connecting cameras with resolution of 12 MP   3. At least two (2) HDMI, two (2) VGA and one (1) video outputs   4. At least two (2) RJ 45 network interfaces   5. At least eight (8) SATA hot-plug port interfaces   6. At least 10TB per port interface   7. At least support of RAID 0 / 1 / 5 / 6 and 10   8. At least one (1) eSATA port   9. At least one (1) serial RS232 and RS-485 ports   10. At least one (1) USB 3.0 and two (2) USB 2.0 ports   11. At least eight (8) alarm inputs and four (4) alarm outputs   12. Support H.265/H.265+/H.264/MPEG4 decoding formats   13. NVR must be compatible with installed cameras   14. Automatic synchronization of recorded material from the memory card in the cameras.   15. Dual stream recording support   16. ONVIF support for integration with systems from other manufacturer   17. Support for installation in rack mount cabinet   18. Support for failover mode of functionality   19. NVR must to have possibility to select archive space for ANPR cameras recording/picture and archive space for CCTV cameras   20. Power supply 220 VAC   21. Working range temperature from -10 ° C to +50 ° C |  |
| **14** | **Network video recorder type 2 – Quantity 8 pcs** | **Network video recorder type 2 – Quantity 8 pcs** |
|  | * 1. Connection of at least 32 IP camera   2. Support for connecting cameras with resolution of 12 MP   3. At least two (2) HDMI, two (2) VGA and one (1) video outputs   4. At least two (2) RJ 45 network interfaces   5. At least eight (8) SATA hot-plug port interfaces   6. At least 10TB per port interface   7. At least support of RAID 0 / 1 / 5 / 6 and 10   8. At least one (1) eSATA port   9. At least one (1) serial RS232 and RS-485 ports   10. At least one (1) USB 3.0 and two (2) USB 2.0 ports   11. At least eight (8) alarm inputs and four (4) alarm outputs   12. Support H.265/H.265+/H.264/MPEG4 decoding formats   13. NVR must be compatible with installed cameras   14. Automatic synchronization of recorded material from the memory card in the cameras.   15. Dual stream recording support   16. ONVIF support for integration with systems from other manufacturer   17. Support for installation in rack mount cabinet   18. Support for failover mode of functionality   19. NVR must to have possibility to select archive space for ANPR cameras recording/picture and archive space for CCTV cameras   20. Power supply 220 VAC   Working range temperature from -10 ° C to +50 ° C |  |
| **15** | **Network video recorder type 3 – Quantity 9 pcs** | **Network video recorder type 3 – Quantity 9 pcs** |
|  | * 1. Connection of at least 64 IP camera   2. Support for connecting cameras with resolution of 12 MP   3. At least two (2) HDMI, two (2) VGA and one (1) video outputs   4. At least two (2) RJ 45 network interfaces   5. At least eight (8) SATA hot-plug port interfaces   6. At least 10TB per port interface   7. At least support of RAID 0 / 1 / 5 / 6 and 10   8. At least one (1) eSATA port   9. At least one (1) serial RS232 and RS-485 ports   10. At least one (1) USB 3.0 and two (2) USB 2.0 ports   11. At least eight (8) alarm inputs and four (4) alarm outputs   12. Support H.265/H.265+/H.264/MPEG4 decoding formats   13. NVR must be compatible with installed cameras   14. Automatic synchronization of recorded material from the memory card in the cameras.   15. Dual stream recording support   16. ONVIF support for integration with systems from other manufacturer   17. Support for installation in rack mount cabinet   18. Support for failover mode of functionality   19. NVR must to have possibility to select archive space for ANPR cameras recording/picture and archive space for CCTV cameras   20. Power supply 220 VAC   21. Working range temperature from -10 ° C to +50 ° C |  |
| **16** | **Hard disc drive** **– Quantity 138 pcs** | **Hard disc drive** **– Quantity 138 pcs** |
|  | * 1. At least six (6) TB memory   2. At least 64 MB cash memory   3. 24/7 operation mode   4. Working range temperature from 0 ° C to +50 ° C |  |
|  | **Application server** | **Application server** |
| **17** | **Application server – Quantity 1 pcs** | **Application server – Quantity 1 pcs** |
|  | **Hardware** | **Hardware** |
|  | * 1. Processor with performance giving a minimum score of 6990 under the PassMark benchmark   2. 16 GB DDR4 DIMM memory expandable to 64 GB   3. At least two (2) 1T 7.2K SATA   4. PERC S140 software RAID   5. Support for installation in rack mount cabinet   6. At least 2 x 1GbE LOM NIC ports   7. At least 1x USB 2.0, 1 x IDRAC micro USB 2.0 port   8. At least 2 x USB 3.0, VGA, serial port   9. Operating Systems Microsoft Windows Server or equivalent |  |
|  | **CCTV application software** | **CCTV application software** |
|  | Video monitoring workspace | Video monitoring workspace |
|  | * 1. Allow users to view live video, retrieve recorded video, and export video   2. Enable users to manage multiple windows and perform multiple tasks simultaneously and include the following functionality:   • The ability to select time preference format: AM/PM or 24h.  • A quick video query button.  • Hot function keys.  • Configurable playback speed in multiple increments up to 16x.  • The ability to retain time between queries.  • The ability to view live or recorded video on multiple windows, including video  from multiple DVR and multiple sites.  • The ability to enabling/disabling PTZ permission for different user  • The ability to export video to digital media output devices, such as USB thumb  drive, and to manage the exported files via an exported queue, depending on user  rights.  • The ability to submit and manage multiple requests for video.  • The ability to view at least 256 channels live view simultaneously  • Support for time synchronized video playback on up to 16 windows  simultaneously.  • Users can select or drag-and-drop individual cameras to request video for  playback or to open live video windows.  • Digital PTZ of a panoramic or 360 degree camera shall be controlled via the PC’s mouse or keyboard.  • Support for adaptive remote viewing where cameras can be viewed at an  optimum bandwidth and resolution setting based upon the client’s specific  operational requirements.   * 1. The video monitoring workspace shall allow the user to open, move, and size multiple, independent video windows as needed, including:   • At least single window, 4 windows, 9 windows, 16 windows, 36 windows on the smart wall.  • Dynamic, flexible, and customizable layouts, including color skinning.  • Up to 4 video screens per workstations  • HD 16:9 support   * 1. The video monitoring workspace shall allow users to select any or all video titles   including live and recorded video for export from a precise, user selectable, start and end time   * 1. The video monitoring workspace shall enable users to request video from one camera at   a specified date and time, and for a specified duration, including the following  functionalities:  • Drag-and-drop camera selection from the camera tree.  • Typical calendar control to ease selection of the year, month, and day.  • Time and duration specification by data entry or by dragging the mouse over a  time range.  • View live or historical alarm events and associated video.   * 1. The software shall allow protecting exported video by user-selected password.   2. The software shall support video playback controls, including:   • Buttons to start and stop playback from the current video position.  • Buttons to step forward or backward through the video in single time increments.  • Buttons to step forward or backward through the video in multiple frame  increments.  • Button for seeking through video in reverse.  • Positioning controls, including a slider bar and buttons to quickly and conveniently position to the beginning, end, or any other time in the video clip.  • Speed control, using a slider bar to control the rate of playback.  The video monitoring workspace shall support scanning recorded video for motion in all or specific Areas of Interest.  The software shall control PTZ cameras, define, save, and call up PTZ pre-sets, patterns, and virtual guard tours as supported by the camera manufacturer.  Allow the entire live video window to be a mouse-sensitive area for PTZ control.  The video monitoring workspace shall provide the ability to view camera tours through a graphical, icon-based user interface.  The video monitoring workspace shall allow the user to access a calendar view to query by month, day, and year, and by hour, minute, and second.  The video monitoring workspace shall allow hovering from the camera list to preview the camera window in real-time.  The VMS shall provide auto-play alarm tiles and workspaces   * 1. The software shall allow the user efficiently to configure and apply the following parameters, and perform the following procedures:   • All cameras, recorder configurations with work schedules.  • All recorder configurations.  • All work schedules.  • Create schedules and apply them to specific camera groups.  • Configure cameras and recorders individually, and as a group, in system  components.  • Preconfigured camera profiles (containing video quality configurations) to be managed and distributed as required in user defined logical groups.  • Тo have the possibility of monitoring, configuring and topology with the status of the network switches  • Viewing the network details for switches in the topology  • Тo have the possibility to export the network topology of the system |  |
|  | Video recording | Video recording |
|  | * 1. The software shall be capable of performing multiple tasks simultaneously, and, provided hardware configuration and software setup guidelines are followed, no task shall interfere with any other task.   2. The software shall be able to perform the following tasks simultaneously:   • Writing video to files on local hard disks and maintaining an accurate index of the stored video files.   * 1. The software shall be capable of supporting dual streaming of live or recorded video in different resolutions or frame rates. The software shall be capable of performing the following tasks related to alarms:   • Executing video image analysis algorithms, including activity detection and video loss detection.   * 1. The software shall be capable of supporting scheduled recording, enabling system   administrators to:  • Establish recording schedules based on hours of the day and days of the week.  • Specify the times during which each camera will be recorded, along with the  recorder settings to be used during each period, including the frame rate, resolution, and quality settings.   * 1. The software shall support failover recording.   •The failover recorder shall act as a hot standby, ready to take over the functions of a primary Recorder. No action from the user shall be required.   * 1. The software shall support and perform dual recording (ability to activate a module to record all cameras in a central location - not be included in the basic licensing). |  |
|  | Alarm management | Alarm management |
|  | * 1. The software shall display all alarms in a unified grid.   2. The software shall support sorting and filtering of the alarm grid based on every displayed column.   3. The software shall support group-by capability of the alarm grid on every displayed column.   4. The software shall visually and audibly notify operators upon receiving new alarms in a non-blocking manner. The visual notifications can be turned on\off per operator’s preference.   5. The software should log and display the time and the user name of the operator that cleared the alarm.   6. The software shall allow alarms to have various files attached to them (e.g., video, audio, images, etc.).   7. The software shall display the alarms on a timeline and allow jumping to the video for the time an alarm occurred.   8. The software shall support requesting field forces to be dispatched to an alarm location.   9. Triggering responses shall be addressed on the following:   • When an event occurs.  • When two events occur within a specific time span.   * 1. The automated responses to behaviours shall be:   • Trigger an alarm with alarm priority that shall be configured to one of three  levels by default  • E-mail notification.  • Assign a camera to a monitor.  • Change output relay state.  • Call a camera pre-set.  • Run a camera pattern.  • Record on event.   * 1. The software shall allow setting-up multiple triggering rules per event type.   2. The software shall allow setting up rules with complex triggering conditions, including multiple occurrences of an event within a timeframe, and dependencies between event occurrences.   3. The software shall allow setting up Alarm Priority |  |
|  | Searching capabilities | Searching capabilities |
|  | * 1. The software shall provide search capabilities on all event and alarm records.   2. The software shall allow exporting the Alarm search results into a tabular file format.   3. The software shall provide an event search capability based on event type, sub type, time and source device.   4. The software shall allow the multi-selection of event types in a single query.   5. Based on the event type, the software shall provide type specific custom fields as search parameters. |  |
|  | SD card functionalities | SD card functionalities |
|  | * 1. The software shall prevent the loss of video during network/recorder breakdown by retrieving video from the camera SD card, along with the following functionalities:   • Automatic gap detection of missing video.  • Automatic retrieval of the missing video from the camera SD card upon  reconnection between the camera and the recorder.  • Retrieved video transferred and saved on the recorder using the recorder  original file format.  • Seamless playback of retrieved video, without extra retrieval time upon query |  |
|  | **ANPR application software** | **ANPR application software** |
|  | * 1. The software should automatically detect a vehicle in the camera view using video detection and activate Registration plate recognition   2. The software should automatically detect the registration plate for all states including new and old registration marks, in the captured video feed in real-time and the software should perform optical recognition of the registration plate characters   3. The software should capture vehicle’s number plates with an accuracy of at least 95 % across the day   4. The software should store JPEG image of vehicle and registration plate and enter the registration plate number into the database along with the date, time stamp, lane number and site location details   5. The software should detect the color of all the vehicles on best effort basis, in the camera view during daytime and label them as per the predefined list of configured system colors. The software should store the color information of each vehicle along with the registration plate information for each transaction in the database   6. The software should identify the category of the vehicle such as cars SUV, MPV, heavy commercial vehicles (VAN, Light truck, Truck), buses, Pickup, three wheelers, two wheelers and should store this information along with the registration plate information for each transaction in the database   7. The software should have an option to store certain registration plates. The software should have the functionality to enter such registration plate numbers to different types of “black lists”. The software should allow the user to import the vehicle registration plate data in the “black lists” stored in different formats for batch operation   8. The software should generate an automatic alert in the DOC when it detects the vehicle from the “black lists” pass through the ANPR camera. The system should give an instant audio/video alert on the alarm cabinet installed on appropriate place on the border crossing point   9. The software should allow the operator to change the “black list” of the vehicle and accordingly the new “black list” should be synchronized and saved in the cameras local memory.   10. The software should be able to store registration plates numbers of at least 100,000 vehicles   11. The system should have function of quickly searching the number plate based on the following criteria:   • Full or partial number of the registration plate  • Color of the vehicle  • Classification of vehicle  • Border crossing point  • Event Type |  |
|  | **Data storage** | **Data storage** |
|  | * 1. All data generated by the cameras should be recorded locally on the NVRs |  |
|  | * 1. NVRs and cameras need to be synchronized with each other |  |
|  | * 1. NVRs should have a minimum of 8 disc slots on which camera data will be archived |  |
|  | * 1. NVRs should provide storage of the recorded material within 30 days |  |
|  | * 1. Disks should support RAID functionality |  |
|  | * 1. Disks should support "hot swap" functionality |  |
|  | * 1. The NVRs at the central location should be able to take over the function or work in parallel with any NVR from any Customs office |  |
|  | **System management** | **System management** |
|  | * 1. Access to the system application should be WEB based   2. Flexibility in the management of system parameters by DOC operators as well as locally from each Customs Office   3. Management of all system parameters by DOC operators (monitoring, searching, synchronization, list generation, ....)   4. View video stream from any DOC video wall camera   5. Create and modify at least 10,000 different Event and Alarm Rules   6. The system should store the logs of all the activities of the operators   7. The system should provide different levels of operator access to system functionality   8. The system should allow the creation of different types of reports   9. The system should enable continuous monitoring / alerting of camera operation (Camera status, Camera video lost, rapid camera vision speed change, Camera disconnection)   10. The management application needs to be licensed and registered to the end user of the system.   11. The management application needs to integrate all systems into one |  |
|  | **Monitoring** | **Monitoring** |
| **18** | **Application workstation – Quantity 3 pcs** | **Application workstation – Quantity 3 pcs** |
|  | * 1. Minimum 12 cores processor   2. At least 32 GB DDR RAM   3. At least 512 GB SSD NVME hard drive   4. At least 12 GB graphic card   5. At least one (1) RJ 45 network interface   6. Power supply 220 VAC |  |
| **19** | **Multi-monitor decoder – Quantity 1 pcs** | **Multi-monitor decoder – Quantity 1 pcs** |
|  | * 1. At least 1 x VGA and 1 x DVI-I full HD (1920x1080) inputs   2. At least 16 x HDMI and 8 x BNC Outputs   3. At least two (2) RJ 45 network interfaces   4. Power supply 220 VAC |  |
| **20** | **Monitor – Quantity 4 pcs** | **Monitor – Quantity 4 pcs** |
|  | * 1. Screen size 55 inch   2. Resolution minimum 3840x2160 at 60 Hz   3. At least two (2) HDMI interfaces   4. At least two (2) VGA interfaces   5. Power supply 220 VAC |  |
| **21** | **Keyboard – Quantity 1 pcs** | **Keyboard – Quantity 1 pcs** |
|  | * 1. At least 10 inch touch screen   2. Resolution min 1280x800   3. At least one (1) 4 axes joystick   4. At least one (1) RJ 45 PoE network interface   5. At least one (1) HDMI interfaces   6. At least one (1) VGA interfaces |  |
|  | **Networking and auxiliary equipment** | **Networking and auxiliary equipment** |
| **22** | **Industrial Switch – Quantity 9 pcs** | **Industrial Switch – Quantity 9 pcs** |
|  | * 1. At least eight (8) 10/100 Mbps RJ 45 PoE network interface   2. At least one (1) Gbps RJ 45 network interface   3. At least one (1) Gbps fibre optic network interface   4. At least 5.6 Gbps switching capacity   5. Layer 2 smart manageable   6. Fully compatible with the central software application   7. Remote upgrade support   8. Time synchronization   9. Port mirroring   10. Metal made   11. Power supply   12. Working range temperature from -30 ° C to +60 °C |  |
| **23** | **Network Switch – Quantity 33 pcs** | **Network Switch – Quantity 33 pcs** |
|  | * 1. At least twenty four (24) Gbps PoE network interface   2. At least two (2) Gps fiber optical network interface   3. Network topology management   4. Alarm push   5. Network health monitor   6. PoE watchdog to auto detect and restart the cameras that do not respond   7. Support of Layer 2 management protocols, STP/RSTP, VLAN, link aggregation, SNMP, QoS   8. At least 300 meters PoE functionality   9. PoE watchdog functionality   10. Fully compatible with the central software application   11. 6 KV surge protection on PoE ports.   12. Power supply   13. Working range temperature from -30 ° C to +50 ° C |  |
| **24** | **UPS type 1 – Quantity 13 pcs** | **UPS type 1 – Quantity 13 pcs** |
|  | * 1. At least 2000VA / 1800W power capacity   2. At least 110 VAC to 300 VAC input voltage range   3. At least 0.9 output power factor   4. Less than 3 % THD in linear load   5. Rackmount cabinet installation   6. Working range temperature from 0 ° C to 40 ° C |  |
| **25** | **UPS type 2 – Quantity 28 pcs** | **UPS type 2 – Quantity 28 pcs** |
|  | * 1. At least 3000VA / 2700W power capacity   2. At least 110 VAC to 300 VAC input voltage range   3. At least 0.9 output power factor   4. Less than 3 % THD in linear load   5. Rackmount cabinet installation   6. Working range temperature from 0 ° C to 40 ° C |  |
| **26** | **WI-FI extension – Quantity 16 pcs** | **WI-FI extension – Quantity 16 pcs** |
|  | * 1. At least two (2) Gbps RJ45 network interface   2. Wireless Standard IEEE 802.11/a/n/ac   3. Working Frequency Band 5180 to 5240 MHz / 5260 to 5320 MHz (DFS) / 5500 to 5700 MHz (DFS) / 5745 to 5825 MHz   4. At least 22 dBm transmitting power   5. Support off Point-to-Point, Point-to-Multipoints networking operations mode   6. WPA2-PSK security mode   7. Ability to hide the name of the wireless network users   8. Power supply   9. Working range temperature from -30 ° C to +50 ° C |  |
| **27** | **Alarm cabinet – Quantity 22 pcs** | **Alarm cabinet – Quantity 22 pcs** |
|  | * 1. Light and sound local alarm local signalization.   2. At least 114 dB/1ft alarm sound   3. Flash red light   4. Metal made   5. Dimensions 400 mm x 400 mm   6. At least three (3) single phase power sockets   7. Three (3) automatic fuses 10 Amps "B" feature   8. At least IP 54 protection |  |
|  | **Cabling and additional equipment** | **Cabling and additional equipment** |
| **28** | **FTP cable – Quantity 26088 m** | **FTP cable – Quantity 26088 m** |
|  | * 1. FTP (F/UTP) cable 4x2xAWG24, Category 5E, 300 MHz, LSOH, Euroclass Dca   2. Shielded with AL/PET foil, halogen-free sheath   3. At least 300 MHz tested bandwidth   4. Possibility of mounting RJ45 connectors directly on the cable |  |
| **29** | **Fiber optic cable – Quantity 1400 m** | **Fiber optic cable – Quantity 1400 m** |
|  | * 1. Self-supporting flat Fiber optic cable   2. At least four (4) single mode fibers   3. Fiber optic type G.657A1   4. At least minimum bending radius10 mm   5. At least tensile strength 600N (short-term) and 300N (long-term)   6. At least crush resistance: 2200N / 100 mm (short-term) and 1000N / 100 mm (long-term)   7. Operating temperature: -35 ° C ~ + 65 ° C |  |
| **30** | **Metal wire rope – Quantity 2230 m** | **Metal wire rope – Quantity 2230 m** |
|  | 1. Steel PVC Coated wire rope according DIN 3055 2. At least 3 mm diameter 3. At least 5KN rope breaking load 4. At least 1700 N/mm2 tensile strength |  |
| **31** | **Power cable type 1 – Quantity 6030 m** | **Power cable type 1 – Quantity 6030 m** |
|  | 1. Cooper PVC insulated and shielded cable 2. Type 2 x 0.75 PP/L 3. 200/300 VAC nominal voltage |  |
| **32** | **Power cable type 2 – Quantity 950 m** | **Power cable type 2 – Quantity 950 m** |
|  | 1. Cooper PVC insulated and shielded cable 2. Type 3 x 1.5 mm2 PP/Y 3. 200/300 VAC nominal voltage |  |
| **33** | **Power cable type 3 – Quantity 1220 m** | **Power cable type 3 – Quantity 1220 m** |
|  | 1. Cooper PVC insulated and shielded cable 2. Type 3 x 2.5 PP/Y 3. 200/300 VAC nominal voltage |  |
| **34** | **Plastic hose – Quantity 14320 m** | **Plastic hose – Quantity 14320 m** |
|  | 1. FlexiblePVCCorrugatedCableHose 2. At least 20 mm diameter 3. UV resistant |  |
| **35** | **Plastic duct type 1 – Quantity 1840 m** | **Plastic duct type 1 – Quantity 1840 m** |
|  | 1. PVCCableduct 2. At least 25 X 25 mm diameter 3. UV resistant 4. White color |  |
| **36** | **Plastic duct type 2 – Quantity 1330 m** | **Plastic duct type 2 – Quantity 1330 m** |
|  | 1. PVCCableduct 2. At least 60 X 40 mm diameter 3. UV resistant 4. White color |  |
| **37** | **Plastic duct type 3 – Quantity 220 m** | **Plastic duct type 3 – Quantity 220 m** |
|  | 1. PVCCableduct 2. At least 100 X 60 mm diameter 3. UV resistant 4. White color |  |
| **38** | **Metal cabinet – Quantity 11 pcs** | **Metal cabinet – Quantity 11 pcs** |
|  | * 1. 15U rack delivered with a complete set of required cables, patch cords, power cords, Ethernet cables, accessories and other physical modules required for the proposed functions according to technical specification   2. At least width 600mm, depth 600mm, height 769mm   3. Produced from quality cold rolled steel   4. Removable side panels, wire way top and bottom   5. Wall installation   6. 1U Metal shelf 450mm depth   7. 1U Aluminum PDU, rackmountable, 7x safety outlet 16A Plug, 250VAC 50/60Hz, switch, surge Protection, to be connected to UPS   8. 4 pcs. X 1U metal cable management with cap   9. 4 pcs. X CAT 5 patch panel, shielded, 24-port RJ45, 8P8C, LSA, 1U, rack mount   10. 32 pcs. X SF/UTP Cat5e PVC RJ45 0.5m patch cable   11. 4 pcs. x SF/UTP Cat5e PVC RJ45 2m patch cable |  |
| **39** | **Metal pole – Quantity 10 pcs** | **Metal pole – Quantity 10 pcs** |
|  | 1. Metal-Steel structure pole 2. Dimension 100 x 100 mm, height 3000mm with rectangle base with 4 holes for ground installation 3. Color white |  |
|  | **Services** | **Services** |
| **1** | **Dismantling of the old CCTV and ANPR system– Quantity: Lump sum** | **Dismantling of the old CCTV and ANPR system– Quantity Lump sum** |
| Dismantling of the old CCTV and ANPR equipment and its storage in customs warehouses. This applies to the following equipment:   * ANPR Equipment * CCTV Equipment * Miscellaneous Equipment * Network Equipment * Cables, ducts and hoses (which can be reliably confirmed as belonging to the old system and possible to be dismantled)   The equipment to be dismantled is shown in the document “List of old CCTV and ANPR equipment to be dismantled by location”  Dismantling is the first action that will start the implementation of the project. equipment installation will begin immediately after dismantling. In some locations and places, installation and dismantling can be performed at the same time according to the work plan attached by the bidder.  Dismantled equipment will be taken over from authorized Custom Administration personnel, on sites were is dismantled immediately after dismantling. The record of handover will be signed from both sides – Supplier and CA. The record shall have data on where the dismantled equipment will be stored/reused or disposed. |  |
| **2** | **Equipment installation – Quantity: Lump sum** | **Equipment installation – Quantity Lump sum** |
| Installation of the equipment listed in the document “List of Goods and Delivery Schedule” must be in accordance with the requirements specified in the document “Technical specifications”, at the sites specified in the document “Places of delivery”. Equipment installation will start with the installation at the headquarters of the customs administration (old and new) where, first of all, the complete skeleton of the CCTV and ANPR system will be formed. After the system becomes operational, the installation of equipment will begin at 3 typical locations chosen by the Customs Administration. After the installation is completed, each site will be tested. This test will determine practices for further installation of the equipment in the other locations according to the PoD table.  After this, the installation of the other locations will continue according to the same established practice according to the PoD table, and submitted Work plan.  Equipment delivery, including final installation must include all miscellaneous but needed items for equipment delivery and installation in order that the goods are left in place fully operational and ready for use. Consumables used during delivery, installation and during testing time before Acceptance tests, must be anticipated and calculated in the offer. It shall be the sole responsibility of the Bidder to check all the places of delivery for completeness of equipment delivery before the commencement of delivery. The whole installation must be done on the principle “turnkey solution”.  Part of installation of the equipment on specific PoD requires ground works. In the Terminal Deve Bair – Kriva Palanka, construction activities will be required in terms of excavation of an earth trench with a minimum depth of 60 cm and a width of 30 cm, all together in a length of 50 meters. The surface should be returned in original condition, taking into account and implementing environmental protection standards that are in force.  On other 5 locations, construction activities will be required in terms of cutting asphalt with a minimum depth of 4 cm and a width of 3 cm, all together in a length of 130 meters at the locations given in the PoD table. Аfter laying a hose, this trench should be returned to its original state, ie. to be filled with covering material. The surface should be returned in original condition, taking into account and implementing environmental protection standards that are in force.  For the required ground works on certain locations described above, the Supplier, in compliance with applicable national legislation, shall implement Temporary Traffic Management Regime at its own costs and responsibility during execution of works.  The Supplier shall prepare Health and Safety (H&S) Plan and fully implement at its own costs Health and Safety requirements thereof (electrical works to be done only by certified personnel, respect the conditions of work at heights, providing adequate health and safety equipment for the workers). The H&S Plan shall incorporate requirements, both for workers, and where relevant, for the Community health and safety, in compliance with national legislation and World Bank H&S requirements. |  |
| **3** | **Installation and Testing – Quantity: Lump sum** | **Installation and Testing – Quantity: Lump sum** |
| All tests must be described in the test plan documents and performed on dedicated test environment provided by the Contractor. The Contractor shall prepare the testing environment in a clean and efficient manner and it must ensure that all prerequisites for the successful completion of the tests are met. The Contractor shall provide any necessary assistance in the implementation of all tests under the supervision of authorised representatives of the Purchaser and Consultants. Inspection and test of the equipment will be carried out successively after the completion of the installation at each location and its addition to the central monitoring system at the customs headquarters. From that moment of adding the location to the central system until the audit, each location will be subject to a test by customs officials. The entire procedure of the inspection and test of the system will be completed with an audit according to the pre-established table given in the attachment.  The tests of the System must include at least the following:  - General check of the overall system  - CCTV system check  - ANPR system check  - Checks of the central management system  The results of the tests will be reported in the Testing and Acceptance Report where, for each test, the following information shall be provided:  • Reference to the test;  • Results;  • Description of encountered anomalies;  • Name and signature of the Purchaser and the Supplier and/or designated representative(s). |  |
| **4** | **Training – Quantity: Lump sum** | **Training – Quantity Lump sum** |
| At least the following trainings are required:  - CCTV and ANPR ‘Train-the-Trainers’ training – at least **3** persons with at least **5** days training at Old HQ – DOC, after completion of this site. Additionally, training of Trainers will be performed during whole period of implementation of testing on each site.  - CCTV and ANPR users training – at least **15** persons (3x5) with at least **5** days training for each of three groups persons;  - IT Administrators training (HW, SW and System) - at least **6** persons with at least **5** days training  A detailed Training Plan describing in detail the training modules and topics as well as its duration must be agreed with the Beneficiary and presented to the Contracting Authority for acceptance at the latest **12 weeks** after the commencement date.  The location where the training will be carried out will be at the customs offices, HQs, IT department and “DOC” as needed.  All trainings shall be delivered on Macedonian language. Training documents/manuals shall be delivered on Macedonian and English language. |  |
| **5** | **Environmental Protection and Social Aspects - Quantity: Lump sum** | **Environmental Protection and Social Aspects - Quantity: Lump sum** |
| The Supplier shall implement the project activities fully in compliance with the applicable national legislation on environmental protection and World Bank ESHS requirements.  Due to the nature of project activities, the Supplier shall in particular pay attention and implement the following environmental and social mitigation measures, but not limited to:  1) Construction and other wastes:   * Separation of wastes (construction waste from ground works, crushed asphalt etc.), storage in separate containers; reuse and recycling whenever possible; * Disposal of non-recyclable waste organized with municipal service providers; no burning or illegal dumping. Records of waste disposal will be kept; * The project will produce electrical and electronic waste due to dismantling of the old CCTV and ANPR system. Dismantled old CCTV and ANPR equipment will be stored in the Customs Warehouses and will be reused for the need of Customs Administration (CA). At the end, if some part of the old equipment should be treated as waste, the CA will act in compliance with Waste Management Law. In such case the hazardous wastes (possible electronic waste and used batteries) shall be handled separately, according to relevant regulations; handling of hazardous wastes has to be documented). Dismantled equipment will be taken over from authorized Custom Administration personnel, on sites were is dismantled immediately after dismantling. The record of handover will be signed from both sides – Supplier and CA. The record shall have data on where the dismantled equipment will be stored/reused or disposed. The recorded data shall be available for inspection and reported to the Supervision/PIU/World Bank on monthly basis in format agreed between the Supplier, CA and Supervision/WB/PIU MTC.   2) Noise and air emissions from machinery (from ground works only):   * Working hours limited to daily shifts; * Use of attested machinery; * Keep machinery engine covers closed during operation and place equipment as far away from residential premises as possible; * Limit idling of machinery on site.   3) Dust (from ground works only):   * Watering or coverage of dusty materials; adjusting the speed of vehicles in transport; * Spray dusty materials and debris with water mist to reduce dust; keep surrounding environment free of debris; * Stockpiling avoided whenever possible; otherwise, orderly storage and protection from weathering; * The sites will be cleaned from all debris and waste materials and restored to the state planned in the designed upon completion of works; all machinery will be removed.   4) Chance finds (from ground works only):   * If encountering archaeological findings during ground works, Supplier should stop operations and notify competent authorities; * Similar approach is expected for all other unexpected items, such as materials containing asbestos etc.   5) Safety and notifications:   * All legally required permits (if any) acquired; * Local inspectorates notified about works; * Workers PPE comply with international good practices; * Workers to respect all applicable health and safety protocols, and to be provided with necessary PPE equipment; * Working hours regulations respected; * All complaints (both by workers or community) that are received are formally logged and responded to adequately (Grievance Mechanism form (given below)). The Supplier is obliged to develop Grievance Redress Mechanism for the labor workforce and other separate Grievance Redress Mechanism for the affected local population (community). The Supplier has to appoint a person in charge for the both GRMs and mitigation measures.   Grievance procedure is shown in the following figure.  All comments and complaints regarding the environmental impact and the social environment will be entered in the complaints record. Supplier and the PIU will establish a registry of grievances and will monitor the resolution of grievances, which should be on a timely basis. Each grievance will be recorded in the Grievance log / registry with the following information:   * Description of grievance; * Number of Grievance; * Date of receipt acknowledgement returned to the complainant; * Description of actions taken (investigation, corrective measures); and * Date of resolution and closure / provision of feedback to the complainant.   The Supplier will share the Grievance Registry with the PIU on a monthly basis. |  |
| Annex- Grievance Form for whole project implementation period | |

4. Drawings

This bidding document includes the following drawings presented in **Annex no. 1** to the BD:

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| Drawing No. | **Drawing Name** | **Purpose**  Positioning of the following equipment to be delivered and installed on the site in accordance to the tables: List of Goods and Delivery Schedule and Places of Delivery:  - IP Bullet Camera VF, IR, min 4MP  - IP Dome Camera, VF, IR, min 4 MP Face recognition  - IP PTZ +LPR Camera, min 4MP  - IP Pano VU Camera, min 3X2MP, PTZ  - IP ANPR Camera, VF IR min 4MP  - Alarm metal cabinet  - WiFi Extension  - Communication cabinet-RACK  - FTP cable, UV resistant  - 4 Strand Singlemode Outdoor Messenger UV Resistant Fiber Optic Cable  - FTP cat5e. UV resistant cable & Power cable PPL 2X0.75 |
| **1.1 (Annex no.1)** | 3\_CO Novo Selo- 1 Vlez | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **1.2 (Annex no.1)** | 3\_CO Novo Selo-2 Izlez |
| **2.1 (Annex no.1)** | 4\_Terminal Novo Selo-1 | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **2.2 (Annex no.1)** | 4\_Terminal Novo Selo-2 |
| **3. (Annex no.1)** | 5\_CO Dojran | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **4. (Annex no.1)** | 6\_Terminal Bogorodica | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **5. (Annex no.1)** | 7\_CO Bogorodica | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **6 (Annex no.1)** | 12\_Terminal Delcevo | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **7. (Annex no.1)** | 14\_CO Medzitlija | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **8. (Annex no.1)** | 22\_CO Stenje | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **9. (Annex no.1)** | 23\_CO St. Naum | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **10. (Annex no.1)** | 24\_CO Kjafasan | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **11. (Annex no.1)** | 25\_CO Debar Blato | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **12. (Annex no.1)** | 26\_CO Jazince | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **13.1 (Annex no.1)** | 27\_Terminal Blace-1 | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **13.2 (Annex no.1)** | 27\_Terminal Blace-1 |
| **14. (Annex no.1)** | 28\_CO Blace | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **15.1(Annex no.1)** | 29\_Terminal Tabanovce-1 | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **15.2 (Annex no.1)** | 29\_Terminal Tabanovce-2 |
| **15.3 (Annex no.1)** | 29\_Terminal Tabanovce-3 |
| **16. (Annex no.1)** | 30\_CO Tabanovce | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **17. (Annex no.1)** | 31\_CO Pelince | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **18. (Annex no.1)** | 32\_Terminal Deve Bair | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **19. (Annex no.1)** | 33\_CO Deve Bair | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **20. (Annex no.1)** | 34\_CO Delcevo | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **21. 1(Annex no.1)** | 36\_Terminal Kjafasan-1 | Positioning of the equipment to be delivered and installed on the specific Project Site |
| **21. 2(Annex no.1)** | 36\_Terminal Kjafasan-2 |
| **22. (Annex no.1)** | 40\_CO Belanovce | Positioning of the equipment to be delivered and installed on the specific Project Site |

5. Inspections and Tests

The following inspections and tests shall be performed:

All tests must be described in the test plan documents and performed on dedicated test environment provided by the Contractor. The Contractor shall prepare the testing environment in a clean and efficient manner and it must ensure that all prerequisites for the successful completion of the tests are met. The Contractor shall provide any necessary assistance in the implementation of all tests under the supervision of authorised representatives of the Purchaser.

The tests of the System must include at least the following:

*General check of the overall system*

* Visual inspection of the performed works, including qualitative control of the cable infrastructure
* Visual control of the assembly method of the entire equipment
* Visual control of the performed work in the rack cabinets at each location
* Determining the number of pieces of overall equipment at each location
* Checking the network parameters of the equipment by checking the IP addresses of each location

*CCTV system check*

* Checking the functionality of the video surveillance system by obtaining an image from each camera at each monitored location
* Checking and confirming the field of view of the cameras
* Checking the PTZ functionality of the rotating cameras
* Functionality check of panoramic cameras
* Checking the archive space of a network video recorder and ascertaining the condition of the capacity of the disks
* Review of the recorded material from the cameras on the network video recorder
* Review of recorded material from the cameras on the SD card
* Functionality check of the UPS backup power supply with a shutdown of the main power supply of the rack cabinet
* Verification of operation of video analytical functions of the cameras in accordance with the requirements defined in the technical specification

*ANPR system check*

* Functionality check of ANPR cameras by obtaining an image of the surveillance location
* Functionality check of ANPR cameras by reading license plates from vehicles at the surveillance location
* Simulation of the functionality of the Alarm cabinet (local light and sound signaling) with the appearance of a test vehicle with a license plate that is on the "blacklist"
* Functionality check of the ANPR at the backup rotating camera that is part of the video surveillance system
* Checking the local archiving of the report plates on a network video recorder

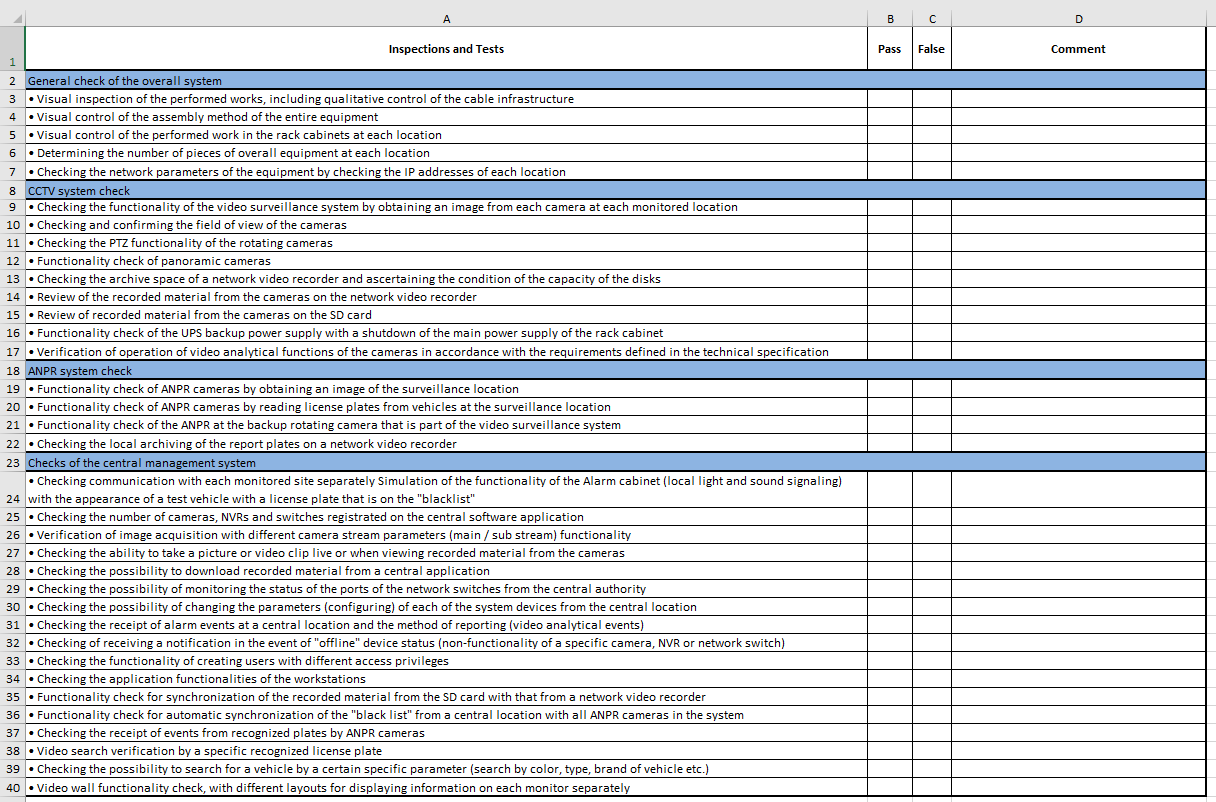
*Checks of the central management system*

* Checking communication with each monitored site separately
* Checking the number of cameras, NVRs and switches registrated on the central software application
* Verification of image acquisition with different camera stream parameters (main / sub stream) functionality
* Checking the ability to take a picture or video clip live or when viewing recorded material from the cameras
* Checking the possibility to download recorded material from a central application
* Checking the possibility of monitoring the status of the ports of the network switches from the central authority
* Checking the possibility of changing the parameters (configuring) of each of the system devices from the central location
* Checking the receipt of alarm events at a central location and the method of reporting (video analytical events)
* Checking of receiving a notification in the event of "offline" device status (non-functionality of a specific camera, NVR or network switch)
* Checking the functionality of creating users with different access privileges
* Checking the application functionalities of the workstations
* Functionality check for synchronization of the recorded material from the SD card with that from a network video recorder
* Functionality check for automatic synchronization of the "black list" from a central location with all ANPR cameras in the system
* Checking the receipt of events from recognized plates by ANPR cameras
* Video search verification by a specific recognized license plate
* Checking the possibility to search for a vehicle by a certain specific parameter (search by color, type, brand of vehicle etc.)
* Video wall functionality check, with different layouts for displaying information on each monitor separately

The results of the tests will be reported in the Testing and Acceptance Report where, for each test, the following information shall be provided:

* Reference to the test;
* Results;
* Description of encountered anomalies;
* Name and signature of the Purchaser and the Supplier or designated representative(s).

**Table: Checklist for inspections and tests**



PART 3 - Contract

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| Section VIII - General Conditions of Contract |

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**Section VIII - General Conditions of Contract**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Definitions | | 1.1 The following words and expressions shall have the meanings hereby assigned to them: **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).**“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.**“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.**“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.**“Day”** means calendar day.**“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.**“GCC”** means the General Conditions of Contract.**“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.**“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract** **(SCC).****“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC.****“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.**“SCC”** means the Special Conditions of Contract.**“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.**“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.**“The Project Site,”** where applicable, means the place named in the **SCC.** | |
| 1. Contract Documents | | 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |
| 1. Fraud and Corruption | | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.   2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | |
| 1. Interpretation | | 1. If the context so requires it, singular means plural and vice versa. 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 **specified in the** **SCC**.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  1. Entire Agreement   The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  1. 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. | |
| 1. Language | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | |
| 1. Joint Venture, Consortium or Association | | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. | |
| 1. Eligibility | | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| 1. Notices | | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or   * 1. (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Settlement of Disputes | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. |
| 1. Inspections and Audit by the Bank | 1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 2. Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) 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). |
| 1. Scope of Supply | 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 1. Delivery and Documents | 1. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 1. Supplier’s Responsibilities | 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. 2. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4. 3. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 4. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 5. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 6. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, 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. 7. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: 8. with exposure to physical, psychological or sexual abuse; 9. underground, underwater, working at heights or in confined spaces; 10. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 11. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 12. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 13. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. 14. The Supplier shall comply with additional obligations as **specified in the SCC.** |
| 1. Contract Price | 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.** |
| 1. Terms of Payment | 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.** 2. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. 3. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. 4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. 5. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 1. Taxes and Duties | 1. For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.   17.2 For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.  17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 1. Performance Security | 1. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.** 2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. 3. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. 4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 1. Copyright | 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| 1. Confidential Information | 1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20. 2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 3. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;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; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 2. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontracting | 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards | 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| 1. Packing and Documents | 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. 2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| 1. Insurance | 1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** |
| 1. Transportation and Incidental Services | 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:   (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.   1. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 1. Inspections and Tests | 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.** 2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. 6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4. 8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages | 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 1. Warranty | 1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 2. Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. 6. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 1. Patent Indemnity | 1. The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.  1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 2. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 3. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 4. `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| 1. Limitation of Liability | 1. Except in cases of criminal negligence or willful misconduct,   (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and  (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement |
| 1. Change in Laws and Regulations | 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 1. Force Majeure | 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 1. Change Orders and Contract Amendments | 1. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:  drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order. 2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 3. **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; 4. the proposed change(s), and a description of the difference to the existing contract requirements; 5. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and 6. a description of any effect(s) of the change on performance/functionality.   The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:   1. accelerates the delivery period; or 2. reduces the Contract Price or the life cycle costs to the Purchaser; or 3. improves the quality, efficiency or sustainability of the Goods; or 4. yields any other benefits to the Purchaser,   without compromising the necessary functions of the Facilities.  If the value engineering proposal is approved by the Purchaser and results in:   1. a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or 2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. 3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 1. Extensions of Time | 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 2. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 1. Termination | 1. Termination for Default  The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  1. Termination for Insolvency.  The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser  * 1. Termination for Convenience.  The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment | 1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 1. Export Restriction | 1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

**APPENDIX 1**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[4]](#footnote-5) (ii) to be a nominated[[5]](#footnote-6) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[6]](#footnote-7) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

**APPENDIX 2**

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\***

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor’s Name: *[insert full name]*

Date: *[insert day, month, year]*Contract reference *[insert contract reference]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration** |
| We:  🞎 (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.  🞎 (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.  🞎 (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |
|  |
| Period of disqualification: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Name of the Subcontractor

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

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

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

|  |  |
| --- | --- |
| Section IX - Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* | |
| **GCC 1.1(i)** | The Purchaser’s Country is: **Republic of North Macedonia** |
| **GCC 1.1(j)** | The Purchaser is: **Ministry of Transport and Communications**  The beneficiary is **Customs Administration.** |
| **GCC 1.1(o)** | The Project Site(s)/Final Destination(s) are: |
| **GCC 1.1 (p)** | The term **SEA/SH** where used in the Contract has the following meaning:“**Sexual Exploitation and Abuse” “(SEA)”** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel. |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by **Incoterms**. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be: **Incoterms 2020** |
| **GCC 5.1** | The language shall be: **English language** |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:  Attention: **Harita Pandovska**, WBTTFP Project Director  and **CA responsible personnel**;  Street Address: Crvena Skopska Opstina, No. 4, 1000 Skopje  Floor/ Room number: 5th floor  City: Skopje  ZIP Code: 1000  Country: Republic of North Macedonia  Telephone: + 389 (0)2 3145 531; + 389 75 494977  Electronic mail addresses: [harita.pandovska@mtc.gov.mk](mailto:harita.pandovska@mtc.gov.mk);  CA responsible personnel; [slavko.micevski.piu@mtc.gov.mk](mailto:slavko.micevski.pi@mtc.gov.mk); |
| **GCC 9.1** | The governing law shall be the law of: **Republic of North Macedonia** |
| **GCC 10.2** | Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.  The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  ***(a) Contract with foreign Supplier:***  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  ***(b) Contracts with Supplier national of the Purchaser’s Country:***  In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are: **Manufacturer’s and/or Supplier’s warranty certificate.**  The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 14.9** | **Not Applicable** |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable. |
| **GCC 16.1** | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:  (i) **Advance Payment: Twenty (20) percent** of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered to the **Project Site(s)/Final Destination(s)** and in the form provided in the bidding document or another form acceptable to the Purchaser.  (ii) **On Delivery (to the Warehouse): Thirty (30) percent** of the Contract Price shall be paid upon submission of the **invoice** and documents specified in GCC Clause 13.  (iii) **On Acceptance (upon successful testing on all Final Destinations): Thirty (30) percent** of the Contract Price shall be paid within thirty (30) days upon submission of the **invoice** supported by the **Testing Acceptance Certificate** issued by the Purchaser.  (iv) **On Final Acceptance: Twenty (20) percent** of the Contract Price shall be paid within thirty (30) days upon submission of **invoice** supported by the **Final Acceptance Certificate** issued by the Purchaser.  Payment of local currency portion shall be made in currency of the Contract Price within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.  **Payment for Goods and Services supplied from within the Purchaser’s Country:**  Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in currency of the Contract Price, as follows:  (i) **Advance Payment: Twenty (20) percent** of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered to the **Project Site(s)/Final Destination(s)** and in the form provided in the bidding document or another form acceptable to the Purchaser.  (ii) **On Delivery (to the Warehouse): Thirty (30) percent** of the Contract Price shall be paid upon submission of the **invoice** and documents specified in GCC Clause 13.  (iii) **On Acceptance (upon successful testing on all Final Destinations): Thirty (30) percent** of the Contract Price shall be paid within thirty (30) days upon submission of the **invoice** supported by the **Testing Acceptance Certificate** issued by the Purchaser.  (iv) **On Final Acceptance: Twenty (20) percent** of the Contract Price shall be paid within thirty (30) days upon submission of **invoice** supported by the **Final Acceptance Certificate** issued by the P |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.  The interest rate that shall be applied is **0.02 *%* at the annual rate**. |
| **GCC 18.1** | A Performance Security **shall** be required.  The amount of the Performance Security shall be: **10%** of the Contract Price. |
| **GCC 18.3** | If required, the Performance Security shall be in the form of: **Demand Guarantee**  If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price. |
| **GCC 18.4** | Discharge of the Performance Security shall take place: as per indicated in sub clause GCC 18.4. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: **All documentation shall be as per actual legislation requirements in the Republic of North Macedonia.** |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms. |
| **GCC 25.2** | Incidental services to be provided are: **N/A** |
| **GCC 26.1** | The inspections and tests shall be:  All tests must be described in the test plan documents and performed on dedicated test environment provided by the Contractor. The Contractor shall prepare the testing environment in a clean and efficient manner and it must ensure that all prerequisites for the successful completion of the tests are met. The Contractor shall provide any necessary assistance in the implementation of all tests under the supervision of authorised representatives of the Purchaser.  The tests of the System must include at least the following:  - General check of the overall system  - CCTV system check  - ANPR system check  - Checks of the central management system  The results of the tests will be reported in the Testing and Acceptance Report where, for each test, the following information shall be provided:  • Reference to the test;  • Results;  • Description of encountered anomalies;  • Name and signature of the Purchaser and the Supplier and/or designated representative(s). |
| **GCC 26.2** | The Inspections and tests shall be conducted at: |
| **GCC 27.1** | The liquidated damage shall be: **1.0% per week** |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: **10 %** of the Contract Price. |
| **GCC 28.3** | The period of validity of the Warranty shall be: **5 (five) years.**  For purposes of the Warranty, the place(s) of final destination(s) shall be: |
| **GCC 28.5, GCC 28.6** | The period for repair or replacement shall be: **15 (fifteen) days.** |
| **GCC 33.4** | **Not applicable** |

**Attachment: Price Adjustment Formula - N/A**

|  |
| --- |
| Section X - Contract Forms |

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Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

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

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

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

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

**Notification of Intention to Award**

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

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

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

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

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

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

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

1. request a debriefing in relation to the evaluation of your Bid, 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 Bid*] |

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

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

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

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

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Purchaser*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Purchaser*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III). |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

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

On behalf of the Purchaser:

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

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

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

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

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

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

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

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

(2) *[insert name of Supplier****]***, a corporation incorporated under the laws of *[insert: country of Supplier****]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Letter of Bid
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

**Option 1: (Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[7]](#footnote-8)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[8]](#footnote-9)2, and any demand for payment under it must be received by us at this 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, 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.***

**Option 2: Performance Bond – N/A**

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the day of , 20 , for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20 .

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[9]](#footnote-10)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; 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 *[insert number]* at *[insert name and address of Applicant’s bank]*.

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

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

.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

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

1. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-2)
2. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-3)
3. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-4)
4. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-5)
5. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-6)
6. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-7)
7. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-8)
8. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-9)
9. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-10)