

REPUBLIC OF LEBANON
MINISTRY OF PUBLIC HEALTH

Emergency Primary Healthcare Restoration Project

BIDDING DOCUMENTS

Issued on: November 21, 2016

NCB No: PG001/P152646

For

Provision of Computers and Peripherals

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SECTION I: INVITATION FOR BIDS

1. The Republic of Lebanon represented by the Ministry of Public Health (hereinafter referred to as the “Purchase”) received a Grant from *the Lebanese Syrian Crisis Trust Fund* toward the cost of the Emergency Primary Healthcare Restoration Project, and it intends to apply part of the proceeds of this grant to eligible payments under the contract: Provision of Computers and Peripherals
2. The fiduciary operations coordination for the Emergency Primary Healthcare Restoration Project (procurement processing and financial management) will be undertaken by a Project Management Unit (PMU) in the Ministry of Public Health. The PMU will be responsible for managing the procurement process of all bids and tenders under the Grant to include but not limited to: preparation of bidding documents, advertising; contract preparation; participation in the evaluation process, contract management and payments under the Contract.

The Ministry of Public Health invites sealed bids from eligible bidders for

Provision of Computers and Peripherals . The maximum duration for the supply, delivery, installation and commissioning of Goods is **(90) Ninety days** after the signature of the Contracts.

The bidding documents covers the following goods:

Items	Quantity
1. Storage	4
2. USB Flash Drive 8 GB	20
3. USB Flash Drive 16 GB	10
4. External HD 500+GB	6
5. Personal Computer	214
6. Scanner	80
7. UPS	289

3. Bidding will be conducted through the National Competitive Bidding procedures specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 revised July 2014.
4. Interested eligible bidders may obtain further information from the PMU and inspect the bidding documents at the address given below before **December 6, 2016**.
5. A prospective Bidder requiring any clarification of the bidding documents may notify the PMU in writing to the attention of:

Attention: Bassel Salman

Address: Al Mathaf, Glass Building, Beirut – Lebanon

4th Floor – Room 26

City: Beirut

Country: Lebanon

Telefax: +961-1-611174-5

Electronic mail address: ephrp.procurement@yahoo.com

6. A complete set of bidding document may be delivered to any interested eligible bidder.
7. Bids must be received by the Purchaser at the address specified above in point 5, no later than **14:00 hr on December 23, 2016 Beirut time**. Late bids will be rejected.
8. Bids shall be valid for a period of 90 days after the bid submission deadline, and must be accompanied by a bid security of **4,667US\$** or equivalent in any other foreign currency and valid for 120 days after the bid submission deadline.
- 9. Bids will be opened in the presence of bidder's representatives who choose to attend at 14:00 hr on December 23,2016.**

Beirut time at Al Mathaf, Glass Building,Beirut – Lebanon

4th Floor – Room 26

City: Beirut

Country: Lebanon

SECTION II INSTRUCTION TO BIDDERS

A. Introduction

1. Description of Goods

1.1 The goods to be procured under this contract include Provision of Computers and Peripherals and are hereinafter referred to as "The Goods".

2. Eligibility and Qualification Requirements

2.1 This invitation to bid is open to all bidders that shall provide evidence satisfactory to the purchaser of their eligibility and of their capability and adequacy of resources to supply the Goods. In order to be eligible for bidding, the bidder should meet the minimum requirements specified in Clause 25.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

3. Eligible Goods and Services

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in Annex VII "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement." In addition, The Goods should not have their origin in Israel.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier. Bidders from Israeli nationality cannot bid for this bidding exercise.

B. The Bidding Documents

4. Content of Bidding Documents

4.1 The set of bid documents issued for the purpose of bidding includes the following:

Section I Invitation for Bid

Section II: Instructions to Bidders

Annex I: Bid Form

Annex II: A. Schedule of Requirements

B. Primary Health Care Centers' Contact Details

Annex III: Price Schedule

Annex IV: Technical Specifications

Annex V: Draft Contract

Annex VI: Securities form

Annex VII: Eligibility for the Provision of Goods, Works and Services in
Bank- Financed Procurement

Annex VIII: Manufacturer's Authorization

4.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

5. Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification of the bid documents may notify the PMU in writing by fax or e-mail at the PMU's address indicated in the invitation for bid. The PMU will respond in writing by fax or email to any request for clarification of the bidding documents, received no later than fifteen (15) days prior to the deadline for the submission of bids. Written copies of the PMU's response (including a description of the inquiry but without identifying its source) will be sent to all prospective bidders who have retrieved the bid documents.

6. Amendments to Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiation or in response to a clarification requested by a prospective bidder, modify the bid documents by the issuance of an Addendum.

6.2 The Addendum will be sent in writing by fax or email to all prospective bidders who have retrieved the bid documents and will be binding upon them. Bidders shall promptly acknowledge receipt thereof by fax or email to the Purchaser.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

7. Cost of Bidding

7.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Ministry of Public Health will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. Language of Bid

8.1 The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidder and the Purchaser shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall govern.

9. Documents Constituting the Bid

The bid should consist of the documents listed under point 9.1 "Administrative Documents" and 9.2 "Technical Documents". Failure to present the requested documents will affect the evaluation process and might result in the rejection of the bid.

9.1 Administrative Documents

Bidders are requested to provide bids for all items by completing, signing and returning:

- (i) The Bid form attached in Annex I duly filled and signed;
- (ii) The Schedule of Requirements attached in Annex II duly filled and signed;
- (iii) The Price Schedule Form attached in Annex III duly filled and signed. The country of origin of all supplied Goods and related services shall be declared in the price schedule.

- (iv) The List of national and international customers in both public and private sectors, with contacts details.
- (v) Copies of the following documents as evidence of bidder eligibility:
 - Copy of certificate of registration of the firm issued by the Ministry of Finance.
 - Power of attorney of signatory of the bid.

9.2 Technical and Functional Documents

The Bidder should include in its bid a signed copy of the Technical Specifications sheets attached in Annex IV, the respective catalogues of the proposed goods, as well as all the documents required in point 3.3 “Technical Offer “ of the same Annex.

- 9.3** In responding to the bidding documents, the bidder shall answer the technical specifications in the same format as in the bidding documents. The bidder shall include original catalogues for equipment he is bidding for. The catalogue for each product should be put directly after the Technical Specifications sheet of that product. The bidder shall highlight the relevant Technical Specifications in the catalogue that explain, support or relate to the Technical Specification sheet of the product. In case an item in the Technical Specifications is not mentioned in the catalogue of the product, then proper supporting documentation from the producer should be supplied. In case of discrepancy between the Technical Specifications in the bidder’s bid and the catalogues provided, the bidder should provide proper justification or the item may be considered non-responsive. The bidder shall furnish, as part of its bid, documentary evidence of conformity of the products and services to the Bidding Documents that may be in the form of written descriptions, literature, diagrams, and certifications including a confirmation that the Bidder shall accept responsibility for the successful integration and interoperability of all proposed products as required by the Bidding Documents.

For purposes of the commentary to be furnished pursuant to the above, the bidder shall note that any references to brand names or model numbers designated by the PMU in its Technical Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute alternative brand/model names in his bid, provided that it demonstrates to the Evaluation Committee’s satisfaction that the substitutes ensure at least substantial equivalence to those referenced in the Technical Specifications.

10. Bid Price

- 10.1 Rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variation on any account except as otherwise provided in the Contract.
- 10.2 The price offered shall include all taxes, transport and insurance to the point of delivery. It shall include unpacking, installation, start-up and initializing of all equipment. The bidder shall bid for all the items requested, partial bids are not allowed. The price shall include unit price and total price.
- 10.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 10.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 10.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms, published by The International Chamber of Commerce.
- 10.6 Prices shall be quoted as specified in each Price Schedule included in Annex III, Bidding Forms. The dis-aggregation 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 Annex VII- Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Annex VII Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods manufactured in the Purchaser's Country:**
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in Annex II **Schedule of Requirements**.

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

11. Bid Currencies

11.1 The price shall either be in Lebanese Pounds, or any other foreign currency chosen by the bidder. The rate of exchange rates shall be the official published rate as issued by the Central Bank on the date of the deadline for the submission of bids. In case the official exchange rate was not published on that date, than the most recent previous issue to that date shall be taken as a source.

12. Bid Security

12.1 The bidder shall present a bid security in the form of a bank guarantee (in the bid security form provided in the bidding document - Annex VI of this document). This bid security should be of a value of **only United States Dollar Four Thousand Six Hundred Sixty Seven (4,667US\$)** or equivalent in any other foreign currency, and drawn in favor of the *Ministry of Public Health*, the period of validity of the bid security shall be one hundred and twenty (120) days from the date of deadline for submission of bids. I.e. until **April 10, 2016**. Failure to provide a Bid Security will result in the disqualification of the Bidder. This bid security shall be released when the contract is awarded to the successful bidder.

13. Bid Validity

13.1 Bids shall remain valid and open for acceptance for a period of 90 days after the deadline set for bid submission prescribed in Clause 16.

Attention: Bassel Salman

Address: Al Mathaf, Glass Building, Beirut – Lebanon

4th Floor – Room 26

City: Beirut

Country: Lebanon

Telefax: +961-1-611174-5

Electronic mail address: ephrp.procurement@yahoo.com

14. Format And Signing Of Bid

14.1 The Supplier shall submit the original copy of the documents comprising all the items listed in point 9 “Documents constituting the bid” above. All mentioned documents should be signed by the person duly authorized to sign on behalf of the bidder. Two (2) copies of the original set, marked “copy” should be submitted along with the original copy.

Interlineations, erasures and overwriting shall be accepted and considered valid if they are signed by the person signing the bid.

The bids shall be priced in Lebanese pounds, US dollars or in any convertible foreign currency.

The standard forms in this bidding document may be retyped for completion but the Bidder is responsible for their accurate reproduction. In case of any discrepancy between the issued bidding document and the reproduced one, the issuer bidding document shall supersede.

D. Submission of Bids

15. Sealing And Marking Of Bid

15.1 The bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" as appropriate. The two envelopes shall be sealed in a third envelope.

15.2 The envelope containing the original and the copy shall:

- a) Be addressed to *the PMU*
- b) Bear the following identification
 - i) Bid No: PG001
 - ii) Address: Al Mathaf, Glass Building, Beirut – Lebanon
4th Floor – Room 26
Emergency Primary Health Care Restoration Project
City: Beirut
Country: Lebanon
Telefax: +961-1-611174-5
Electronic mail address: ephrp.procurement@yahoo.com
 - iii) Add the word "*DO NOT OPEN BEFORE: December 23, 2016*"
 - iv) Name of Bid: **Provision of Computers and Peripherals**
 - v) Name of Bidder _____

No other information or marks shall be on the outer envelope except for the above-mentioned information.

16. Deadline For Submission Of Bid

16.1 Bids must be received by the Purchaser at the address specified in point 15.2 above no later than ***December 23, 2016***.

17. Late bids

17.1 Any bid received by the Purchaser after the ***December 23, 2016*** will be rejected and returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 15. A withdrawal notice

may also be sent by fax or email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

18.3 No bid may be modified after the deadline for submission of bids.

18.4 No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

19. Opening of Bids

19.1 The Purchaser shall conduct a **public bid opening** in presence of all bidders who submitted bids and chose to attend. Opening shall take place at the same address and time as bid submission. The PMU shall retain a record of the bids submitted, along with the name of the bidder, the bid modifications, withdrawals, discounts, and substitutions. All attending bidders' representatives shall be requested to sign the record which shall be distributed to all suppliers who submitted bids.

19.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the PMU, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

20. Preliminary Examination & Evaluation

20.1 Prior to the detailed evaluation of bids, the name of the bidder and total amount of each bid, and of any alternative bids if they have been requested or permitted, should be read aloud and recorded when opened. The committee for the evaluation of the bids shall then meet in a closed session to evaluate technical responsiveness of the eligible bids. The Evaluation Committee should ascertain whether the bids meet the eligibility requirements; have been properly signed; are substantially responsive to the bidding documents; have any material errors in computation; and are otherwise generally in order. The evaluation of the bids will be based on a pass / fail criteria. For an offer to be considered technically responsive the technical specifications of each equipment offered by the bidder must meet all the required minimum technical specifications as specified in "Annex IV: Technical Specifications".

- 20.2 If a bid is not substantially responsive, i.e., it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it should not be considered further. The bidder should not be permitted to correct or withdraw material deviations or reservations once bids have been opened.
- 20.3 Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Evaluation Committee there is an obviously gross misplacement of decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of any errors, its bid will be rejected and its bid security may be forfeited.
- 20.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

21. Clarification of Bids

- 21.1 During evaluation of bids, the PMU may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Conversion to Single Currency

- 22.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies and amounts into United States Dollars, using the selling exchange rate established by the Lebanese Central Bank "Banque du Liban" at the deadline of bid submission or the immediate following next exchange rate issuance date in case there was no selling rate established by the "Banque du Liban" on the deadline date.

23. Contacting the Purchaser

- 23.1 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 bid, it should do so in writing to the following address:

Attention: Bassel Salman
Address: Al Mathaf, Glass Building, Beirut – Lebanon
4th Floor – Room 26
City: Beirut
Country: Lebanon
Telefax: +961-1-611174-5
Electronic mail address: ephrp.procurement@yahoo.com

23.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid.

F. Award of Contract

24. Post Qualification

24.1 As a condition for final contract award the Bidder should pass the following post-qualification criteria, he should present supporting documents to show that he meets these post qualification criteria:

- i. The bidder shall be an established company for a minimum of *five years*.
- ii. Supplying and maintenance of **Computers and Peripherals** shall be a major activity of the bidder as established from the company's sales records for the last *five years*. The bidder shall provide a list of at **least three major contracts in the last five years** where he has provided similar equipment and services. He shall provide customer name, location, contact name and details, a brief description of the contracts and their value.
- iii. The bidder shall provide information that reflects his capability to provide adequate maintenance and other related services. The Bidders shall provide information about the existing maintenance services set-up to reflect the bidder's ability to provide maintenance and technical support services.
- iv. The bidder shall provide evidence of his company showing profits for the last two fiscal years. This should be in the form of certified audited financial reports.
- v. The bidder shall indicate if he has ever been terminated for non-performance of a contract.

25. Award Criteria

25.1 The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents as stated above, and who has offered the lowest evaluated Bid price, provided further that the bidder has the capability and resources to supply the goods, and has met the post qualification criteria mentioned above in Clause 24.

25.2 An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.

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

26.1 The Purchaser reserves the right at the time of contract award to increase or decrease by 15%, the quantity of products and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions. Also the Purchaser may at any time during the contract execution vary the quantities stipulated in the contract's "Schedule of Requirements" by plus or minus 15 percent by a written order given to the Supplier. In this case also the unit prices of the contract shall be applicable to the quantities ordered within these limits, and the total contract value shall be adjusted accordingly.

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

27.1 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 the affected Bidder or bidders.

28. Notification of Award

28.1 Prior to the expiration of the period of the bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder in writing that his bid has been accepted. This contract shall name the sum of which the Purchaser will pay to the supplier in consideration of the supply of the goods.

28.2 Upon furnishing by the successful bidder of a performance security, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security,

28.3 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the PMU. The PMU will promptly respond in writing to the unsuccessful Bidder.

29. Signing of Contract

29.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

29.2 Within fifteen (15) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the PMU.

30. Performance Security

30.1 Within fifteen (15) days of receipt of the notification of award from the PMU, the successful bidder shall furnish to the PMU a performance security in the form of a bank guarantee issued by a reputable bank, in the form provided in the bidding documents in an amount of **10%** of the contract amount. This performance security shall be valid until final acceptance (i.e. 12 months after the provisional acceptance or until the end of the warranty period, whichever comes later). It shall be drawn in favor of the Ministry of Public Health and it shall be expressed in the currency of the contract.

31. Corrupt or Fraudulent Practices

31.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

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

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to

¹ *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.*

² *"Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

obtain a financial or other benefit or to avoid an obligation³;

(iii) “Collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;

(v) “Obstructive practice” is

(aa) 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

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 31.2 below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the Grant allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Grant engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank’s sanctions procedures^a, including by publicly declaring such firm or

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

^a A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed

individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

31.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either 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 are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

ANNEX 1 BID FORM

Date:
Grant N°: [insert
Grant number]
Contract #:

To: The Ministry of Public Health
The Emergency Primary Healthcare Restoration Project
The Project Management Unit
[insert address]
Tel./Fax [insert tel, and fax]

Gentlemen and/or Ladies:

Having examined the bidding documents ref: *[insert NCB ref from Proc Plan/ P152646]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[insert NCB Title]* in conformity with the requirements of the said bidding documents and in accordance with our attached technical specifications for the sum of *[total bid amount in words and figures excluding VAT]* _____ or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for period of ninety [90] days from the date fixed for the deadline of bid submission date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2011.

Authorized signature: [insert name of authorized representative]
Name and Title: [insert name and title]
Name of Supplier: [insert name of supplier]
Address: [insert address, telephone, fax, Email address]

Bid Ref: PG001

ANNEX II –A. SCHEDULE OF REQUIREMENTS

Line Item No	Description of Goods	Center Ref	Place of Delivery	Quantity	Maximum Duration of Delivery following the Contract Signature Date
1	Storage	55	وزارة الصحة العامة	4	90
2	USB Flash Drive 8 GB	55	وزارة الصحة العامة	20	90
3	USB Flash Drive 16 GB	55	وزارة الصحة العامة	10	90
4	External HD 500+GB	55	وزارة الصحة العامة	6	90
5	Personal Computer	55	وزارة الصحة العامة	11	90
6	scanner	55	وزارة الصحة العامة	5	90
7	UPS	55	وزارة الصحة العامة	11	90
8	Personal Computer	3	النبى شيت الصحى	1	90
9	UPS	3	النبى شيت الصحى	2	90
10	scanner	3	النبى شيت الصحى	1	90
11	Personal Computer	7	المركز الصحى- شمسطار	1	90
12	UPS	7	المركز الصحى- شمسطار	2	90
13	scanner	7	المركز الصحى- شمسطار	1	90
14	Personal Computer	11	الطبي الاجتماعى - الخالدية	3	90
15	UPS	11	الطبي الاجتماعى - الخالدية	4	90
16	scanner	11	الطبي الاجتماعى - الخالدية	1	90
17	Personal Computer	14	مركز الكرامة الخيري	3	90
18	UPS	14	مركز الكرامة الخيري	4	90
19	scanner	14	مركز الكرامة الخيري	1	90
20	Personal Computer	16	ابن سينا الصحى الاجتماعى	3	90
21	UPS	16	ابن سينا الصحى الاجتماعى	4	90
22	scanner	16	ابن سينا الصحى الاجتماعى	1	90
23	Personal Computer	17	مركز الخدمات الإنمائية - بنت جبيل	3	90

24	UPS	17	مركز الخدمات الإنمائية - بنت جبيل	4	90
25	scanner	17	مركز الخدمات الإنمائية - بنت جبيل	1	90
26	Personal Computer	19	عامل الصحي - البازوريه	3	90
27	UPS	19	عامل الصحي - البازوريه	4	90
28	scanner	19	عامل الصحي - البازوريه	1	90
29	Personal Computer	20	جباغ الصحي الحكومي	1	90
30	UPS	20	جباغ الصحي الحكومي	2	90
31	scanner	20	جباغ الصحي الحكومي	1	90
32	Personal Computer	21	مجمع نبيه بري لرعاية المعوقين	3	90
33	UPS	21	مجمع نبيه بري لرعاية المعوقين	4	90
34	scanner	21	مجمع نبيه بري لرعاية المعوقين	1	90
35	Personal Computer	24	الشهيد فرج بلوق	1	90
36	UPS	24	الشهيد فرج بلوق	2	90
37	scanner	24	الشهيد فرج بلوق	1	90
38	Personal Computer	26	الصليب الأحمر اللبناني - الهرمل	3	90
39	UPS	26	الصليب الأحمر اللبناني - الهرمل	4	90
40	scanner	26	الصليب الأحمر اللبناني - الهرمل	1	90
41	Personal Computer	30	مركز رأس المتن الطبي	3	90
42	UPS	30	مركز رأس المتن الطبي	4	90
43	scanner	30	مركز رأس المتن الطبي	1	90
44	Personal Computer	31	كفرحيم للرعاية الصحية الأولية	3	90
45	UPS	31	كفرحيم للرعاية الصحية الأولية	4	90
46	scanner	31	كفرحيم للرعاية الصحية الأولية	1	90
47	Personal Computer	34	الشويقات الحكومي	3	90
48	UPS	34	الشويقات الحكومي	4	90
49	scanner	34	الشويقات الحكومي	1	90
50	Personal Computer	36	مركز الحرج المقاصدي	3	90
51	UPS	36	مركز الحرج المقاصدي	4	90
52	scanner	36	مركز الحرج المقاصدي	1	90
53	Personal Computer	43	مركز بلدية اللبوة - بعلبك	3	90
54	UPS	43	مركز بلدية اللبوة - بعلبك	4	90
55	scanner	43	مركز بلدية اللبوة - بعلبك	1	90
56	Personal Computer	45	قره كوزيان لرعاية الأطفال في لبنان	3	90
57	UPS	45	قره كوزيان لرعاية الأطفال في لبنان	4	90

58	scanner	45	قره كوزيان لرعاية الأطفال في لبنان	1	90
59	Personal Computer	10261	مركز مخزومي الطبي - المزرعة	1	90
60	UPS	10261	مركز مخزومي الطبي - المزرعة	2	90
61	scanner	10261	مركز مخزومي الطبي - المزرعة	1	90
62	Personal Computer	20021	مركز قسم الصحة - جبيل	3	90
63	UPS	20021	مركز قسم الصحة - جبيل	4	90
64	scanner	20021	مركز قسم الصحة - جبيل	1	90
65	Personal Computer	20037	مركز بيت بعقلين الطبي	3	90
66	UPS	20037	مركز بيت بعقلين الطبي	4	90
67	scanner	20037	مركز بيت بعقلين الطبي	1	90
68	Personal Computer	20042	الباروك الصحي الحكومي	3	90
69	UPS	20042	الباروك الصحي الحكومي	4	90
70	scanner	20042	الباروك الصحي الحكومي	1	90
71	Personal Computer	20078	المركز الصحي الإجتماعي عبيه	3	90
72	UPS	20078	المركز الصحي الإجتماعي عبيه	4	90
73	scanner	20078	المركز الصحي الإجتماعي عبيه	1	90
74	Personal Computer	20086	مركز الإمام الصادق الصحي	1	90
75	UPS	20086	مركز الإمام الصادق الصحي	2	90
76	scanner	20086	مركز الإمام الصادق الصحي	1	90
77	Personal Computer	20143	مركز مار انطونيوس - الجديدة	3	90
78	UPS	20143	مركز مار انطونيوس - الجديدة	4	90
79	scanner	20143	مركز مار انطونيوس - الجديدة	1	90
80	Personal Computer	20181	المركز الصحي الاجتماعي بلونه	3	90
81	UPS	20181	المركز الصحي الاجتماعي بلونه	4	90
82	scanner	20181	المركز الصحي الاجتماعي بلونه	1	90
83	Personal Computer	20183	مركز بلدية برج البراجنة	3	90
84	UPS	20183	مركز بلدية برج البراجنة	4	90
85	scanner	20183	مركز بلدية برج البراجنة	1	90
86	Personal Computer	20214	مركز الرعاية الصحية الأولية - حارة حريك	3	90
87	UPS	20214	مركز الرعاية الصحية الأولية - حارة حريك	4	90
88	scanner	20214	مركز الرعاية الصحية الأولية - حارة حريك	1	90
89	Personal Computer	20218	مركز بلدية الشياح للرعاية الصحية الأولية	3	90
90	UPS	20218	مركز بلدية الشياح للرعاية الصحية الأولية	4	90

91	scanner	20218	مركز بلدية الشياح للرعاية الصحية الأولية	1	90
92	Personal Computer	20337	المركز الصحي الإجتماعي كفرمتى	3	90
93	UPS	20337	المركز الصحي الإجتماعي كفرمتى	4	90
94	scanner	20337	المركز الصحي الإجتماعي كفرمتى	1	90
95	Personal Computer	20339	مركز بلدية الغبيري	3	90
96	UPS	20339	مركز بلدية الغبيري	4	90
97	scanner	20339	مركز بلدية الغبيري	1	90
98	Personal Computer	20343	مركز الإمام الرضى الصحي	1	90
99	UPS	20343	مركز الإمام الرضى الصحي	2	90
100	scanner	20343	مركز الإمام الرضى الصحي	1	90
101	Personal Computer	20403	المركز الصحي الإجتماعي - صوفر	3	90
102	UPS	20403	المركز الصحي الإجتماعي - صوفر	4	90
103	scanner	20403	المركز الصحي الإجتماعي - صوفر	1	90
104	Personal Computer	30056	الإيمان - الميناء	3	90
105	UPS	30056	الإيمان - الميناء	4	90
106	scanner	30056	الإيمان - الميناء	1	90
107	Personal Computer	30068	مركز الرحمة الطبي	3	90
108	UPS	30068	مركز الرحمة الطبي	4	90
109	scanner	30068	مركز الرحمة الطبي	1	90
110	Personal Computer	30081	مركز العزم والسعادة - الحدادين	1	90
111	UPS	30081	مركز العزم والسعادة - الحدادين	2	90
112	scanner	30081	مركز العزم والسعادة - الحدادين	1	90
113	Personal Computer	30118	مركز فنيدق الحكومي	3	90
114	UPS	30118	مركز فنيدق الحكومي	4	90
115	scanner	30118	مركز فنيدق الحكومي	1	90
116	Personal Computer	30122	مركز تلمعيان الحكومي	3	90
117	UPS	30122	مركز تلمعيان الحكومي	4	90
118	scanner	30122	مركز تلمعيان الحكومي	1	90
119	Personal Computer	30135	مركز النجدة الشعبية - حلبا	3	90
120	UPS	30135	مركز النجدة الشعبية - حلبا	4	90
121	scanner	30135	مركز النجدة الشعبية - حلبا	1	90
122	Personal Computer	30142	مركز الإيمان الصحي - ببنين	3	90

123	UPS	30142	مركز الإيمان الصحي - ببنين	4	90
124	scanner	30142	مركز الإيمان الصحي - ببنين	1	90
125	Personal Computer	30195	مركز الخدمات الإنمائية - بخعون	3	90
126	UPS	30195	مركز الخدمات الإنمائية - بخعون	4	90
127	scanner	30195	مركز الخدمات الإنمائية - بخعون	1	90
128	Personal Computer	30202	مركز الإيمان سير الضنية	3	90
129	UPS	30202	مركز الإيمان سير الضنية	4	90
130	scanner	30202	مركز الإيمان سير الضنية	1	90
131	Personal Computer	30208	مشحا الصحي الخيري	3	90
132	UPS	30208	مشحا الصحي الخيري	4	90
133	scanner	30208	مشحا الصحي الخيري	1	90
134	Personal Computer	30221	الصحي المقاصدى - وادي خالد	3	90
135	UPS	30221	الصحي المقاصدى - وادي خالد	4	90
136	scanner	30221	الصحي المقاصدى - وادي خالد	1	90
137	Personal Computer	30253	الرعاية الصحية الأولية - مستشفى طرابلس الحكومي	3	90
138	UPS	30253	الرعاية الصحية الأولية - مستشفى طرابلس الحكومي	4	90
139	scanner	30253	الرعاية الصحية الأولية - مستشفى طرابلس الحكومي	1	90
140	Personal Computer	30261	مركز الإرشاد الطبي	3	90
141	UPS	30261	مركز الإرشاد الطبي	4	90
142	scanner	30261	مركز الإرشاد الطبي	1	90
143	Personal Computer	30266	المركز البلدي لرعاية صحة الأم والطفل - مشمش	3	90
144	UPS	30266	المركز البلدي لرعاية صحة الأم والطفل - مشمش	4	90
145	scanner	30266	المركز البلدي لرعاية صحة الأم والطفل - مشمش	1	90
146	Personal Computer	30273	الإيمان الطبي - بطرمز	3	90
147	UPS	30273	الإيمان الطبي - بطرمز	4	90
148	scanner	30273	الإيمان الطبي - بطرمز	1	90
149	Personal Computer	30283	مركز بلدية دير عمار	3	90
150	UPS	30283	مركز بلدية دير عمار	4	90
151	scanner	30283	مركز بلدية دير عمار	1	90
152	Personal Computer	30288	النجدة الشعبية - كفر صارون	3	90
153	UPS	30288	النجدة الشعبية - كفر صارون	4	90
154	scanner	30288	النجدة الشعبية - كفر صارون	1	90
155	Personal Computer	30292	مركز الأرز الطبي - قنات	3	90

156	UPS	30292	مركز الأرز الطبي - قنات	4	90
157	scanner	30292	مركز الأرز الطبي - قنات	1	90
158	Personal Computer	40012	مركز مشغرة للرعاية الصحية الأولية	3	90
159	UPS	40012	مركز مشغرة للرعاية الصحية الأولية	4	90
160	scanner	40012	مركز مشغرة للرعاية الصحية الأولية	1	90
161	Personal Computer	40026	رعاية الطفل - شهر الأحمر	3	90
162	UPS	40026	رعاية الطفل - شهر الأحمر	4	90
163	scanner	40026	رعاية الطفل - شهر الأحمر	1	90
164	Personal Computer	40027	الابرار الطبي - عزة	3	90
165	UPS	40027	الابرار الطبي - عزة	4	90
166	scanner	40027	الابرار الطبي - عزة	1	90
167	Personal Computer	40049	مركز قب الياس - الجمعية الخيرية الإسلامية	3	90
168	UPS	40049	مركز قب الياس - الجمعية الخيرية الإسلامية	4	90
169	scanner	40049	مركز قب الياس - الجمعية الخيرية الإسلامية	1	90
170	Personal Computer	40116	البتول الصحي	1	90
171	UPS	40116	البتول الصحي	2	90
172	scanner	40116	البتول الصحي	1	90
173	Personal Computer	40122	الجمعية اللبنانية للرعاية الصحية الإجتماعية - سحمر	3	90
174	UPS	40122	الجمعية اللبنانية للرعاية الصحية الإجتماعية - سحمر	4	90
175	scanner	40122	الجمعية اللبنانية للرعاية الصحية الإجتماعية - سحمر	1	90
176	Personal Computer	40152	الامام الحسين - جلالا	3	90
177	UPS	40152	الامام الحسين - جلالا	4	90
178	scanner	40152	الامام الحسين - جلالا	1	90
179	Personal Computer	50047	المركز الصحي لجمعية سربتا	3	90
180	UPS	50047	المركز الصحي لجمعية سربتا	4	90
181	scanner	50047	المركز الصحي لجمعية سربتا	1	90
182	Personal Computer	50061	مؤسسات الامام الصدر - مركز الشهبانية للرعاية الصحية الأولية	3	90
183	UPS	50061	مؤسسات الامام الصدر - مركز الشهبانية للرعاية الصحية الأولية	4	90

184	scanner	50061	مؤسسات الامام الصدر – مركز الشهابية للرعاية الصحية الأولية	1	90
185	Personal Computer	50088	الامام الخميني - المعشوق	1	90
186	UPS	50088	الامام الخميني - المعشوق	2	90
187	scanner	50088	الامام الخميني - المعشوق	1	90
188	Personal Computer	50207	عامل الصحي - صور	3	90
189	UPS	50207	عامل الصحي - صور	4	90
190	scanner	50207	عامل الصحي - صور	1	90
191	Personal Computer	50239	مركز الدكتور نزيه البزري	3	90
192	UPS	50239	مركز الدكتور نزيه البزري	4	90
193	scanner	50239	مركز الدكتور نزيه البزري	1	90
194	Personal Computer	50240	مركز الكيان الطبي - صور	1	90
195	UPS	50240	مركز الكيان الطبي - صور	2	90
196	scanner	50240	مركز الكيان الطبي - صور	1	90
197	Personal Computer	50246	مركز الغسانية الصحي	3	90
198	UPS	50246	مركز الغسانية الصحي	4	90
199	scanner	50246	مركز الغسانية الصحي	1	90
200	Personal Computer	60108	مركز الخدمات الانمائية - عيتا الشعب	3	90
201	UPS	60108	مركز الخدمات الانمائية - عيتا الشعب	4	90
202	scanner	60108	مركز الخدمات الانمائية - عيتا الشعب	1	90
203	Personal Computer	60141	مركز الزهراء الخيري - مرجعيون	3	90
204	UPS	60141	مركز الزهراء الخيري - مرجعيون	4	90
205	scanner	60141	مركز الزهراء الخيري - مرجعيون	1	90
206	Personal Computer	60192	مركز الرعاية الصحية الأولية حاصبيا	3	90
207	UPS	60192	مركز الرعاية الصحية الأولية حاصبيا	4	90
208	scanner	60192	مركز الرعاية الصحية الأولية حاصبيا	1	90
209	Personal Computer	60248	مركز دير الزهراني الصحي	3	90
210	UPS	60248	مركز دير الزهراني الصحي	4	90
211	scanner	60248	مركز دير الزهراني الصحي	1	90
212	Personal Computer	N/A	مركز 69	3	90
213	UPS	N/A	مركز 69	4	90
214	scanner	N/A	مركز 69	1	90

215	Personal Computer	N/A	70 مرکز	3	90
216	UPS	N/A	70 مرکز	4	90
217	scanner	N/A	70 مرکز	1	90
218	Personal Computer	N/A	71 مرکز	3	90
219	UPS	N/A	71 مرکز	4	90
220	scanner	N/A	71 مرکز	1	90
221	Personal Computer	N/A	72 مرکز	3	90
222	UPS	N/A	72 مرکز	4	90
223	scanner	N/A	72 مرکز	1	90
224	Personal Computer	N/A	73 مرکز	3	90
225	UPS	N/A	73 مرکز	4	90
226	scanner	N/A	73 مرکز	1	90
227	Personal Computer	N/A	74 مرکز	3	90
228	UPS	N/A	74 مرکز	4	90
229	scanner	N/A	74 مرکز	1	90
230	Personal Computer	N/A	75 مرکز	3	90
231	UPS	N/A	75 مرکز	4	90
232	scanner	N/A	75 مرکز	1	90

Name of the Bidder: _____

Signature of the Bidder: _____

Bid Ref: PG001

ANNEX II-B. Primary Health Care Centers' Contact Details

cntid_PK	cntname	cntAdr	cntres	entphone	cntlongitud_e	cntlatitud_e
3	النبي شيت الصحي	النبي شيت	ايمن جمعة	08-335720	36.11108	33.87252
7	المركز الصحي - شمسطار	شمسطار	علي غصن	08-330024	36.01743	33.96478
11	الطبي الاجتماعي - الخالدية	الخالدية	الأخت حنان فنيانوس	06-662040	35.90619	34.36991
14	مركز الكرامة الخيري	ساحة النور - طرابلس	أمينة كلبك	06-434700	35.8301	34.43623
16	ابن سينا الصحي الاجتماعي	التل - طرابلس	حسن ثليجة	06-431120	35.85306	34.43326
17	مركز الخدمات الإنمائية - بنت جبيل	حي الدورة - بنت جبيل	ندی بزي	07-450571	35.43327	33.11673
19	عامل الصحي - البازوريه	البازورية	رجاء عبود	07-375135	35.26737	33.25191
20	جباغ الصحي الحكومي	جباغ	علي كركي	07-210361	35.51672	33.48499
21	مجمع نبيه بري لرعاية المعوقين	الصرfund	مها شومان جباغي	07-441010	35.29116	33.45363
24	الشهيد فرج بلوق	ساحة ناصر - بعلبك	جمال طليس	08-373513	36.20746	34.00552
26	الصليب الأحمر اللبناني - الهرمل	الهرمل	فاطمه الرشعيني	08-200089	36.36742	34.38214
30	مركز رأس المتن الطبي	رأس المتن	لمياء حسن	05-380352	35.65628	33.84714
31	كفرحيم للرعاية الصحية الأولية	كفرحيم	د. علي أبو ضرغم	05-720561	35.52456	33.68821
34	الشويقات الحكومي	الشويقات	وسيم ابو فرج	05-431551	35.5141	33.80587
36	مركز الحرج المقاصدي	الحرج	مروى حرب	01-633762	35.49722	33.87692
43	مركز بلدية اللبوة - بعلبك	اللبوة - بعلبك	ديما رياح	08-233655	36.37593	34.19115
45	قره كوزيان لرعاية الأطفال في لبنان	برج حمود - شارع مرعش - بناية قراكوزيان	سيروب اوهانيان	01-263030	35.54351	33.88766
10261	مركز مخزومي الطبي - المزعة	بيروت - المزعة	دانا سنو	01-660894	35.50246	33.87889
20021	مركز قسم الصحة - جبيل	جبيل	د. شوقي الحلو	09-540218	35.64847	34.12705
20037	مركز بيت بعقلين الطبي	بعقلين	سهام خضر	05-304081	35.55983	33.67952
20042	الباروك الصحي الحكومي	الباروك	د. يوسف حلاوي	05-241018	35.67934	33.70623
20078	المركز الصحي الاجتماعي عبيه	عبيه	غسان حمزة	05-210485	35.52644	33.73625
20086	مركز الإمام الصادق الصحي	الشويقات - العمروسية	فاطمه السبع	NULL	35.51874	33.81123
20143	مركز مار انطونيوس - الجديدة	الجديدة	الأخت حنان يوسف	01-900996	35.56848	33.8904
20181	المركز الصحي الاجتماعي بلونه	بلونة - البلدية	ميرنا المزوق	09-230377	35.67398	33.95219
20183	مركز بلدية برج البراجنة	برج البراجنة	عبد الهادي العرب	01-478481	35.50148	33.84148
20214	مركز الرعاية الصحية الأولية - حارة حريك	المبنى البلدي - قرب الكنيسة	د.علي حاطوم	01-276181	35.50756	33.8508
20218	مركز بلدية الشياح للرعاية الصحية الأولية	الشياح	ادمون غاريوس	01-390051	35.5001	33.8501
20337	المركز الصحي الاجتماعي كفرمتي	كفر متي - عاليه	جولبيت سري الدين	05-210750	35.53224	33.72646
20339	مركز بلدية الغبيري	الشياح - شارع اسعد الاسعد	محمد حيدر	01-270034	35.52105	33.83704
20343	مركز الإمام الرضى الصحي	حي السلم	محمد حيدر	05-488799	35.51747	33.81211

20403	المركز الصحي الإجتماعي - صوفر	صوفر - الملاحه	ريما الصايغ	05-292330	35.67981	33.80052
30056	الإيمان - الميناء	المينا	مصطفى سلحدار	06-211770	35.81076	34.44965
30068	مركز الرحمة الطبي	التبانه	شوقي شبيب	06-380283	35.8484	34.44127
30081	مركز العزم والسعادة - الحدادين	الحدادين	أديب شطح	06-432100	35.83943	34.43172
30118	مركز فنيدق الحكومي	فنيدق	فاطمة دياب	06-896311	36.18412	34.47724
30122	مركز تلمعيان الحكومي	تلمعيان - عكار	محمد خالد المصري	06-810499	36.03844	34.59726
30135	مركز النجدة الشعبية - حلبا	حلبا - عكار	كامل منصور	06-691600	36.07873	34.54388
30142	مركز الإيمان الصحي - ببنين	ببنين - عكار	علي أويضة	06-471303	35.9869	34.50711
30195	مركز الخدمات الإنمائية - بخعون	بخعون - الضنية	حسنه رومانوس	06-242012	36.0162	34.40871
30202	مركز الإيمان سير الضنية	سير - المنيه	د. محمود السيد	06-490149	36.0226	34.38293
30208	مشحا الصحي الخيري	مشحا	يحي الزغبي	06-690676	36.11478	34.54092
30221	الصحي المقاصدي - وادي خالد	الهيشة - وادي خالد	خالد المصطفى	06-870197	36.33566	34.6385
30253	الرعاية الصحية الأولية - مستشفى طرابلس الحكومي	القبة - طرابلس	ناصر عدده	06-385371	35.86018	34.43717
30261	مركز الإرشاد الطبي	برقابل	د. علي خالد	06-370047	36.02875	34.48146
30266	المركز البلدي لرعاية صحة الأم والطفل - ممش	مشمش عكار	د. خالد طالب	06-896155	36.1729	34.44213
30273	الإيمان الطبي - بطرامز	بطرامز - الضنية	د. غنوه فريقي	06-494149	36.03476	34.42124
30283	مركز بلدية ديرعمار	ديرعمار - الضنية	د. نزيه دهبيي	06-461411	35.92117	34.46544
30288	النجدة الشعبية - كفرصارون	كفرصارون - الكورة	د. نجاح شماس	06-651088	35.81791	34.29978
30292	مركز الأرز الطبي - قنات	قنات	زاهي الهبيي	06-977230	35.89395	34.25304
40012	مركز مشغرة للرعاية الصحية الأولية	مشغرة	وائل المقداد	08-651125	35.65012	33.52924
40026	رعاية الطفل - ظهر الأحمر	ظهر الاحمر	شوقي بحمد	08-561159	35.85123	33.52592
40027	الابرار الطبي - عزة	عزة	الشيخ محمد فرج	08-563207	35.83004	33.60886
40049	مركز قب الياس - الجمعية الخيرية الإسلامية	قب الياس	د. درويش خان	08-500688	35.82006	33.79427
40116	البتول الصحي	المعالى - الهرمل	ربيعة شمس	08-201151	36.40615	34.40223
40122	الجمعية اللبنانية للرعاية الصحية الإجتماعية - سحمر	سحمر	احمد كريم	08-635656	35.68242	33.51744
40152	الامام الحسين - جلالا	جلالا	د. كمال ديراني	08-508484	35.86266	33.80921
50047	المركز الصحي لجمعية سريتا	سريتا - الصرفند	سوزي خليفه	07-443123	35.30008	33.45201
50061	مؤسسات الامام الصدر - مركز الشهابية للرعاية الصحية الأولية	الشهابية	كوثر زين الدين	07-410407	35.37501	33.23534
50088	الامام الخميني - المعشوق	المعشوق - صور	محمد زرقط	07-345901	35.19931	33.2709
50207	عامل الصحي - صور	صور	منى شاكر	07-343108	35.20175	33.26794
50239	مركز الدكتور نزيه البزري	القباعة - صيدا	مي حشيشو	07-727512	35.3482	33.56662
50240	مركز الكيان الطبي - صور	صور	د. سليم ديب	07-347546	35.2033	33.26805
50246	مركز الغسانية الصحي	الغسانية	لطيفة فواز	07-420639	35.35648	33.41568
60108	مركز الخدمات الانمائية - عيتا الشعب	عيتا الشعب	د. سهام الدروي	07-465356	35.34167	33.09716
60141	مركز الزهراء الخيري - مرجعيون	كفركلاب - الساحه	محمد جمعة	07-855377	35.55119	33.27593
60192	مركز الرعاية الصحية الأولية حاصبيا	حاصبيا	د. ندى حمد	07-550519	35.67281	33.41042

60248	مركز دير الزهراني الصحي	دير الزهراني النبطية	الشيخ عوني عون	07-532319	35.45958	33.42991
55	وزارة الصحة العامة	بئر حسن	السيد علي روماني	03-696373		
N/A	مركز 69	N/A	N/A	N/A	N/A	N/A
N/A	مركز 70	N/A	N/A	N/A	N/A	N/A
N/A	مركز 71	N/A	N/A	N/A	N/A	N/A
N/A	مركز 72	N/A	N/A	N/A	N/A	N/A
N/A	مركز 73	N/A	N/A	N/A	N/A	N/A
N/A	مركز 74	N/A	N/A	N/A	N/A	N/A
N/A	مركز 75	N/A	N/A	N/A	N/A	N/A

ANNEX III PRICE SCHEDULE

*[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.]*

Bid Ref: PG001

Price Schedule: Goods Manufactured outside the Purchaser's Country, to be imported

1	2	3	4	5	6	7	8	9	10	11	12	13
Line Item No	Description of Goods	Country of Origin	Delivery Date	Qty	Unit Price (USD) CIP Beirut in accordance with ITB 10.6(b)(i)	Custom duties and import taxes to be paid per unit	Unit Price (Including Custom duties , Import taxes to be paid & Excluding VAT* (col 6 + col 7)	Total Item Price (Including Custom duties , Import taxes to be paid & Excluding VAT* (col 5x col 8)	Total Item CIP Beirut Price USD (Excluding Custom duties , Import taxes to be paid & VAT*) (col 5x col 6)	Price per line item for inland transportation and other services required to convey the goods to their final destination as mentioned in the Schedule of Requirements	Total Item Price Including Custom duties , Import taxes to be paid & Excluding VAT* (col 9+ col 11)	Total Item Price (Excluding Custom duties , Import taxes to be paid & Excluding VAT* (col 10+ col 11) <u>to be used in Annex I: Bid form</u>
[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]	[insert unit price CIP per unit]	[insert quoted custom duties and taxes paid per unit]	insert unit price including custom duties and import taxes and excluding VAT		[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]	[insert total price of the line item]

							Total Bid Price (USD)					
Total (in words)												
Total Custom duties and import taxes to be paid												
Total Custom clearance services												

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

Signature of Bidder [signature of person signing the Bid]

Date [insert date]

Note *: The Supplier shall be exempted from the Value Added Tax (VAT) levied by the Lebanese Government according to article 19 paragraph 4 of law 379 of December 14, 2001 and article 5 of decree 7284 of January 25 2002. Therefore the quoted price shall be exclusive of VAT.

Bid Ref: PG001

Price Schedule: Goods Manufactured outside the Purchaser's Country, already Imported

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Line Item No	Description of Goods	Country of Origin	Delivery Date	Qty	Unit Price (USD) Including Custom duties , and import taxes paid in accordance with ITB 10.6 (c)(i)	Custom duties and import taxes paid per unit in accordance with ITB 10.6 (c)(ii) (to be supported by documents)	Sales and other taxes paid or payable per item if Contract is awarded in accordance with ITB 10.6 (c)(iv)	Unit Price (USD) Excluding custom duties , import taxes paid, sales and other taxes paid or to be payable (col 6 minus col 7)	Total Item Price (Including Custom duties , Import taxes paid ;sales and other taxes paid or to be payable& Excluding VAT*) col 5x (col6 +col 8)	Total Item Price (Excluding Custom duties , Import taxes paid; sales and other taxes paid or to be payable & VAT* (col 5x col 9)	Price per line item for inland transportation and other services required to convey the goods to their final destination as mentioned in the Schedule of Requirements in accordance with ITB 10.6 (c)(v)	Total Item Price (Including Custom duties , Import taxes paid; sales and other taxes paid or to be payable & Excluding VAT* (col 10+ col 12)	Total Item Price (Excluding Custom duties , Import taxes paid & VAT* (col 11+ col 12) <u>to be used in Annex I: Bid form</u>
[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]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert sales and other taxes payable per item if Contract is awarded]	[insert unit price net of custom duties , import taxes, sales and other taxes]	[insert price per line item including custom duties , import taxes and excluding vat]	[insert price per line item net of custom duties , import taxes and vat]	[insert price per line item for inland transportation and other services required in the Purchaser's country]	[insert total price per line item]	[insert total price per line item]

Total Bid Price (USD)

Total (in words).....

Total Custom duties and import taxes paid

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

Signature of Bidder [signature of person signing the Bid]

Date [insert date]

Note *: The Supplier shall be exempted from the Value Added Tax (VAT) levied by the Lebanese Government according to article 19 paragraph 4 of law 379 of December 14, 2001 and article 5 of decree 7284 of January 25 2002. Therefore the quoted price shall be exclusive of VAT.

Bid Ref: PG001

Price Schedule: Goods Manufactured in the Purchaser's Country

1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date	Qty	Unit Price (USD) EXW	Total EXW Price per line item (USD) (Excluding VAT* (col 4*col 5))	Price per line item for inland transportation and other services required to convey the goods to their final destination as mentioned in the Schedule of Requirements	Sales and other taxes paid or payable per item if Contract is awarded in accordance with ITB 10.6 (a)(ii)	Total Item Price (Col 6+col 7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted delivery date]</i>	<i>[insert number of units to be supplied]</i>	<i>[insert EXW unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
					Total Bid Price (USD)			
Total (in words).....								

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

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

Note *: *The Supplier shall be exempted from the Value Added Tax (VAT) levied by the Lebanese Government according to article 19 paragraph 4 of law 379 of December 14, 2001 and article 5 of decree 7284 of January 25 2002. Therefore the quoted price shall be exclusive of VAT.*

ANNEX IV TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS SHEETS

PCs		
Brand Name: _____	Model Number: _____	
Required Minimum Standard / Indicator	Check if available	Remarks
Processor: Intel Core i5-4670		
Chipset: Intel Q85		
Installed RAM:8 GB DDR3, 1600MHz		
Maximum RAM:16 GB		
Ports:2 USB 3.0 and 4 USB 2.0, 1 RJ-45, 1 VGA, Line-in and Line-out		
Keyboard/Mouse: 104 key Arabic English, Optical Mouse, 2-button with scrolling wheel. Same brand name as PC		
Video Adapter: Integrated Intel HD Graphics		
Hard disk:500 GB, SATA		
Sound: Integrated on board		
Network adapter: Gigabit NIC		
Optical Drive: DVD-RW drive		
Case: Minitower		
Power Supply:AC 200~240V with European power cord		
Preinstalled Licensed Software: Microsoft Windows 10 home single language, OEM, DVD software, CD/DVD burning software		
Certification: ISO (assembly), Windows 10		
Monitor:≥ 21 Inch Wide LCD Monitor Same brand name as PC		
Warranty:3-year, on-site, parts and labor		

Quantity: 214

Name of the Bidder: _____

Signature of Bidder: _____

Scanners		
Brand Name: _____ Model Number: _____		
Required Minimum Standard / Indicator	Check if available	Remarks
Type: Flatbed, color and monochrome scanner with 40-page automatic document feeder		
Media sizes:A4 (flatbed & doc. feeder)		
Resolution (optical or scanning; not software):1200 x 1200 dpi		
ADF Speed:15 ppm		
Interfaces:USB 2.0 (USB 3.0 is preferred)		
Drivers: Windows 10		
Accessories:USB cable		
Warranty:3-year, on-site, parts and labor		

Quantity: 80

Name of the Bidder: _____

Signature of Bidder: _____

UPS		
Brand Name: _____ Model Number: _____		
Required Minimum Standard / Indicator	Check if available	Remarks
Type: Off-Line UPS		
Input Voltage:190-250 V		
Output Voltage:230 V		
Capacity:1 KVA		
Surge Protection: Required		
Battery: Sealed, maintenance free, 3-year lifetime		
Autonomy:10 min. at half load		
Indicators: Power, overload, low battery alarm		
Ports: Serial or USB		
Management Software: Windows 8/8.1/10 compatible		
Certification: ISO		
Warranty:3-year on-site, parts and labor		
Physical Output Connection :Universal Sockets (all with battery backup and surge protection)		

Quantity: 289

Name of the Bidder: _____

Signature of Bidder: _____

Accessories		
Brand Name: _____	Model Number: _____	
Required Minimum Standard / Indicator	Check if available	Remarks
USB Flash Drive:8 GB Capacity		

Quantity: 20

Name of the Bidder: _____

Signature of Bidder: _____

Accessories		
Brand Name: _____	Model Number: _____	
Required Minimum Standard / Indicator	Check if available	Remarks
USB Flash Drive:16 GB Capacity		

Quantity: 10

Name of the Bidder: _____

Signature of Bidder: _____

Accessories		
Brand Name: _____	Model Number: _____	
Required Minimum Standard / Indicator	Check if available	Remarks
External HD:500+GB		

Quantity: 6

Name of the Bidder: _____

Signature of Bidder: _____

Storage		
Required Minimum Standard / Indicator	Check if available	Remarks
Business Storage 4 BAY NAS 12TB		
4 * 3 TB Hard Disk Drive, NAS Technology:PVC laminated with high coercively magnetic strip and ISO Mifare 1k memory		
Dual Core CPU 700MHz		
512MB DRAM		
Four (4) Serial ATA II channels		
Hot swappable/lockable trays		
Two (2) Ethernet ports		
Two (2) USB 3.0 ports		
One (1) USM port		
256MB flash memory for OS		
LCD display panel with buttons		

Quantity: 4

Name of the Bidder: _____

Signature of Bidder: _____

All hardware should be installed in the centers. (Scanners should be connected on PC and the driver should be installed)
Operating system should be installed and configured.
Antivirus should be installed and updated.
Team viewer 11 should be installed on computers

Annex V- DRAFT CONTRACT

CONTRACT FORM

CONTRACT # (**MOPH/PG001**)

THIS AGREEMENT made the ____ day of _____ 20____ between *The Ministry of Public Health* _____ (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser bidding documents for *[insert description of goods and related services]* and has accepted the bid offered by the Supplier for the supply and installation of those goods and services in the sum of _____ *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The Conditions of Contract;
 - (e) The Purchaser’s Notification of Award; and
 - (f) The Legal Documents
3. In consideration of the payments to be made by Purchaser to the Supplier as hereinafter mentioned, 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 law of the Republic of Lebanon the day and year first above written.

Signed, sealed, delivered by **The Ministry of Public Health**
_____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

CONDITIONS OF CONTRACT

The following are the Conditions of Contract:

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “The Purchaser” means the organization purchasing the Goods.
The Purchaser is: The Ministry of Public Health
- (f) The Purchaser’s country is: Lebanon
- (g) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
The Supplier is: _____ [to be filled after Contract signature]
- (h) The Project Site,” where applicable, means the place or places where the goods should be delivered and installed
The Project Site is as indicated in the Schedule of Requirements
- (i) “Day” means calendar day.
- (j) The PMU “Project Management Unit” in the Ministry of Public Health responsible for managing the procurement process of all bids and tenders under the Grant.

2. Application

2.1 These Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in Annex VII "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement." In addition, The Goods should not have their origin in Israel.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier. Bidders from Israeli nationality cannot bid for this bidding exercise.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Purchaser the performance security with an amount of *Ten (10) percent* of the Contract Price.

7.2 The proceeds of the performance security shall be payable to the Ministry of Public Health as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser and shall be in the form of a bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents (annex VI of this document) or another form acceptable to the Purchaser;

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract and after the expiry of the warranty period whichever comes later.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected

Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in this Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
- 9.2 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 technical specifications, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements starting from the date of contract signature and not exceeding the period of the Contract.
- 10.2 For purposes of the Contract, "EXW", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the latest edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are as follows:

[For Goods supplied from abroad:

Provision (CIP terms)

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the PMU, with a copy to the Insurance Company:

- (i) *Copies of the Supplier's invoice showing Goods' description, quantity, unit price,*

and total amount;

- (ii) Original and 2 (Two) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 (Two) copies of nonnegotiable bill of lading;*
- (iii) Copies of the packing list identifying contents of each package;*
- (iv) Insurance certificate;*
- (v) Manufacturer's or Supplier's warranty certificate;*
- (vi) Certificate of origin.*

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

[Other similar documents should be listed, depending upon the Incoterm retained.]

[For Goods from within the Purchaser's country:

PROVISION (EXW term)

10.3—upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;*
- (ii) Delivery note, railway receipt, or truck receipt;*
- (iii) Manufacturer's or Supplier's warranty certificate;*
- (iv) Certificate of origin.*

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.]

11. Insurance

11.1 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 .

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods and transport of the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, including insurance and storage, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13. Spare Parts

13.1 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. The Supplier may be required to provide any or all of the

following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under the Contract are new, unused.

The Supplier warrants that all Goods supplied under the Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The warranty period shall be thirty six (36) months starting from the date of the acceptance of the Goods by the Purchaser.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty, stating the nature of defects with all required evidence following the discovery of such defects.

For Warranty conditions, refer to the requirements in the technical specification.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **as follows**:

Payment shall be made in (please insert currency) 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 against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.*
- (ii) **On Delivery:** *Thirty (30) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in Clause 10.*
- (iii) **On Acceptance:** *The remaining Fifty (50) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the provisional*

acceptance certificate for the respective delivery issued by the Purchaser.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

15.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be the currency or currencies in which the payment has been requested in the Supplier's bid.

16. Prices

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

17. Change Orders

17.1 The Purchaser may at any time, by a written order notice given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

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

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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

18. Contract Amendments

18.1 Subject to Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20.2 Subcontracts must comply with the provisions of Clause 3.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Except as provided under Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to ***one-half (0.5) percent***, 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 ***ten (10) percent of the total Contract price***. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 23.

23. Termination

23.1 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 this Contract in whole or in part:

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices, as defined in Clause 24, in competing for or in executing the Contract.
- d) in the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 23.1.a, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23.2 Termination for Insolvency

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

23.3 Termination for Convenience

The Purchaser, by written 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 thirty (30) 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:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

24 Fraud and Corruption

24.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract,

For the purposes of this Sub-Clause:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁷;
- (iii) "Collusive practice" is an arrangement between two or more parties⁸ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;
- (v) "Obstructive practice" is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause [Inspections and Audits by the Bank].

⁶ "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁸ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ "Party" refers to a participant in the procurement process or contract execution.

24.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

25. Force Majeure

25.1 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.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 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.

26. Settlement of Disputes

26.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

26.2 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 UNCITRAL Arbitration Rules. For international suppliers; or in accordance to the regulations of the country, for local suppliers.

26.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

27. Limitation of Liability

27.1 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.

28. Governing Language

28.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. 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.

28.2 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.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Republic of Lebanon.

30. Notices

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address as follows:

—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

31.1 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.

31.2 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.

31.3 The Supplier shall be exempted from the Value Added Tax (VAT) levied by the Lebanese Government according to article 19 paragraph 4 of law 379 of December 14, 2001 and article 5 of decree 7284 of January 25 2002.

32. Contract Period

32.1 The period of implementation of the contract shall be *Ninety Days (90) days* following the contract signature date by both parties.

33. Acceptance

33.1 Upon delivery and installation, the Supplier shall ensure the proper operation of the goods. *{If applicable include: A testing period of two weeks will follow for provisional acceptance}*. Provisional Acceptance will be conducted by staff appointed by the Purchaser and a Provisional Acceptance report shall be issued after the Supplier ensures that the goods and installation are in accordance with the technical specifications.

33.2. The Final Acceptance shall take place *thirty six (36) months* after the issuance of the provisional acceptance report.

ANNEX VI. SECURITIES FORM

BID SECURITY FORM

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

[insert Bank's Name, and Address of Issuing Branch or Office]

To: The Ministry of Public Health
The Emergency Primary Healthcare Restoration Project
The Project Management Unit
[insert address]
Tel./Fax *[insert tel, and fax]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") will submit to you its bid (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]*, *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the **Ministry of Public Health** during the period of bid validity as stated in the Bid Submission Form or extended by the **Ministry of Public Health** at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the bidding documents.

This Guarantee will expire: (i) upon our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) One hundred twenty days after the bid submission date.

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

[Signature(s) of authorized bank's representative(s)]

PERFORMANCE SECURITY FORM

To: The Ministry of Public Health
The Emergency Primary Healthcare Restoration Project
The Project Management Unit
[insert address]
Tel./Fax [insert tel, and fax]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____ 20____ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____ or until the end of the warranty period, whichever comes later.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To: The Ministry of Public Health
The Emergency Primary Healthcare Restoration Project
The Project Management Unit
[insert address]
Tel./Fax [insert tel, and fax]

[Name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of the Purchase order, which stipulates the provision of an advance payment, [name and address of Supplier] (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

ANNEX VII. . Eligible Countries

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

1. In accordance with Para 1.10 of the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 revised July 2014, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.10 (a) (i): as a matter of law or official regulation, 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, works, and non-consulting services required, or

Para 1.10 (a) (ii): 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, or payments to, a particular country, person, or entity.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.10 (a) (i) of the Guidelines:

_____ Israel _____

(b) With reference to paragraph 1.10 (a) (ii) of the Guidelines:

ANNEX VIII: 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]*

NCB No.: *[insert number of bidding 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 14 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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