Party has covered that service in its Schedule for its procuring entities covered under that Schedule's Sections A, B and C:

	Description	CPC Prov.
1.	Land transport services, except transport of mail	712 (except 71235)
2.	Financial services (a) Insurance services (b) Banking and investment services[9]	ex 81 812, 814
3.	Advertising services	871

2. For greater certainty, Section E does not cover procurement of the following services:

(a) Human health services (CPC Prov. 931);

(b) Administrative healthcare services (CPC Prov. 91122); or

(c) Supply services of nursing personnel and supply services of medical personnel (CPC Prov. 87206 and 87209).

[9] Except for the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities.

SECTION F: Construction Services and Public Works Concessions Contracts

Construction Services

1. All services listed in Division 51 (CPC Prov.), as contained in document MTN/GNS/W/120.

Works concessions contracts

2. Build-operate transfer contracts and public works concession contracts which are 'works concessions contracts' under the *Concessions Contracts Regulations 2016* and the *Concessions Contracts (Scotland) Regulations 2016*[10] are only covered when awarded by Section A or Section B entities. Such works concession contracts are subject to all provisions of Chapter 15 (Government Procurement) except Article 15.7.6 (Notices of Intended Procurement), Article 15.9.6 through Article 15.9.10 (Qualification of Suppliers), Article 15.10.3 (Limited Tendering), Article 15.11.1(a) and Article 15.11.2(b) (Negotiations), Article 15.12.3 (Technical Specifications), Article 15.13.1(d) and Article 15.13.4 (Tender Documentation), Article 15.14.3 through Article 15.14.5 (Time Periods) and Article 15.16.4 (Post-Award Information).

[10] According to the *Concessions Contracts Regulations 2016*, a **works concession contract** means a contract:
(a) for pecuniary interest concluded in writing by means of which one or more contracting authorities or utilities entrust the execution of works to one or more economic operators, the consideration for which consists either solely in the right to exploit the works that are the subject of the contract or in that right together with payment; and
(b) that meets the requirements described below.

The requirements are:
(a) the award of the contract shall involve the transfer to the concessionaire of an operating risk in exploiting the works or services encompassing demand or supply risk or both; and
(b) the part of the risk transferred to the concessionaire shall involve real exposure to the vagaries of the market, such that any potential estimated loss incurred by the concessionaire shall not be merely nominal or negligible. For these purposes, the concessionaire shall be deemed to assume operating risk where, under normal operating conditions, it is not guaranteed to recoup the investments made or the costs incurred in operating the works or the services which are the subject-matter of the concession contract.

According to the *Concessions Contracts (Scotland) Regulations 2016*, a **works concession contract** means a contract:
(a) for pecuniary interest concluded in writing by means of which one or more contracting entities entrust the execution of works to one or more economic operators, the consideration for which consists either solely in the right to exploit the works that are the subject of the contract or in that right together with payment; and
(b) that meets the requirements described below.

The requirements are:
(a) the award of the contract involves the transfer to the concessionaire of an operating risk in exploiting the works or services encompassing demand or supply risk or both; and
(b) the part of the risk transferred to the concessionaire involves real exposure to changing market conditions, such that any potential estimated loss incurred by the concessionaire is not merely nominal or negligible. For these purposes the concessionaire shall be deemed to assume operating risk if, under normal operating conditions, it is not guaranteed to recoup the investments made or the costs incurred in operating the works or the services which are the subject-matter of the concession contract.