

Project AID 11292.02.4 – *Specialized Technical Assistance to the Mrauk U DOA*
CIG Code n. **78118205CB**

Prot. No. AICSY-OUT-117-2019-02-25

INVITATION TO BID

Project AID 11292.02.4 - “Support to the Social and Economic Development of Rakhine State through the Safeguard, Management and Valorisation of the Mrauk-U site”

Specialized Technical Assistance to the Mrauk U DOA

CIG N. 78118205CB

With the Project “Support to the Social and Economic Development of Rakhine State through the Safeguard, Management and Valorisation of the Mrauk-U site” AID 11292.02.4, the Italian Agency for Development Cooperation - Yangon Office (hereinafter referred to as AICSY) intends to support activities for the conservation and valorisation of the rich cultural heritage of Myanmar in order to contribute to the qualitative growth of tourism, increasing the incomes and job opportunities for the local communities, while improving the quality of life of Myanmar population.

In the framework of this Project, the present Invitation to Bid has been designed by the AICSY – which will act as Contracting Authority – following the request of the Ministry of Religious Activities and Culture (MORAC) and the Department of Archaeology (DOA) to receive qualified Technical Assistance and Expertise to support the protection, management and valorisation of Mrauk U and sustaining the process of nominating Mrauk U as World Heritage Site.

Italian Universities, Academic Institutions, or other similarly competent organizations may be eligible for participating to this Bid, provided that:

- (i) they are accredited by the Italian Ministry of Education, Universities and Research (MIUR) as Public Universities (<http://www.miur.gov.it/web/guest/istituzioni-universitarie-accreditate>);
- (ii) they can provide tangible evidence of educational activities, training and experiences relevant to the scope of the Services (e.g. Cultural Heritage Sciences, Conservation and Restoration) and compliant to the requirements provided in the present Document.

The Service consists mainly in carrying out all the necessary activities useful to provide to the Myanmar Department of Archaeology with qualified Technical Assistance (TA) and mainly targeting the following aspects:

1. Collaborating with the DOA professional and experts in the identification of the most relevant attributes of Mrauk U site for the elaboration of the World Heritage nomination dossier, in the elaboration of suitable conservation and maintenance guidelines, indicating category of actions (routine/project/emergency) as well as requirements of institutional, legal and resources frameworks;

2. Providing suitable Technical Assistance to increase the DOA Capacities to protect, manage and valorise the Cultural Heritage of Mrauk U and to ensure that a suitable methodology to properly address the existing or potential conservation issues is handed over for the effective management and valorisation of the cultural sites, cultural landscapes and movable cultural assets exhibited in the Museum (or preserved in the DOA storage);
3. Elaborating, in collaboration with the DOA, the scientific investigations and diagnosis useful for the local professionals to identify effective conservation measures for the safeguard of Mrauk U sites and cultural landscape, carrying out training courses, pilot projects, on-the-job experiences useful to support the DOA in defining and compiling the management plan and/or any other part of the Mrauk U nomination dossier for the WH;
4. Providing guidance for the elaboration of valorisation plan for the Museum and the cultural sites and technical specification for the setting up of a first-aid station/conservation laboratory in compliance to the Mrauk U needs and available space/resources;
5. Identifying together with the DOA professionals, the future possibilities for scientific research and/or academic collaboration that may contribute at improving the local and external knowledge about the site conservation, local traditions and skills, community involvement, art history/iconography/iconology and/or any other relevant aspects.

The maximum available amount for this Bid (including any related fees, VAT – that will be paid as split-payment -, and all other costs needed for the provision of the services as per the Terms of Reference and all related documents) is EUR 270,000.00 (two hundred and seventy thousand/00 Euro only). Offers exceeding the mentioned amount will be rejected.

The requested Service shall be provided within a period of 15 months, starting from the Contract entry into force. All the details and requirements on the Services are further detailed in the Instructions to Bidders and relevant Attachments.

The Contracting Authority invites all the interested Italian organizations, compliant with the requirements included in the present Instruction to Bidders, to submit an Offer for this Bidding procedure.

The Offers, all the documents related to the present Bid and all correspondence exchanged by the Bidders and the Contracting Authority (AICSY) shall be in English language (only). Documents in other languages will not be considered. Offers submitted in other language will be rejected.

Wherever the original documents are in Italian, Myanmar or any other Language, an English translation must be attached.

Universities and Institutions may associate to enhance their qualifications. Association with European Universities and/or with private universities are acceptable provided that the Leading Member is an Italian Public University accredited by MIUR as previously specified in point (i) page 1.

All offers submitted by an Association of institutions shall include a copy of the **Agreement of Association** entered into by all institutions involved.

Alternatively, a **Letter of Intent** (see in Annex D, 1. Letter of Intent) to execute the Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Offer within the Administrative documents, together with a copy of the proposed Agreement. The Agreement or the Letter of Intent shall specify the name or names of Associated Companies

with detail of the University in charge of the Association (acting as Leading Member), and of the single person having the Power of Attorney.

Interested Universities/Institutions shall submit their applications according to the information provided in the present document.

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF OFFERS

The interested Institutions shall submit their Offers according to this Invitation to Bid sending by Courier or hand delivering them to the Contracting Authority, at the following address:

**Italian Agency for Development Cooperation – Yangon Office
41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon**

Bids must be delivered to the designated address during the AICSY working hours and namely from 9:00 am to 5:00 pm, Monday through Friday.

Lodging of the Offers will be acknowledged by means of a Receipt dated and signed by a person duly appointed by the Contracting Authority for this purpose. The Contracting Authority will keep a copy of the same receipt.

In case of Offers submitted by Courier, scan copy of the receipt issued by the Contracting Authority will be sent to the e-mail address provided in the Bid external envelope (See Paragraph 5.A).

To facilitate the procedures for the Interested Institutions, the Italian Agency for Development Cooperation – Yangon Office allows the submission of offers also by Certified Email (PEC). Bidders shall send their Offers to the email address: yangon@pec.aics.gov.it. The email containing the offer shall have the following subject: MRAUK U – Bid AT to DOA CIG 78118205CB.

In this case, the Bidders shall send the Offers as 3 SEPARATE ZIP FOLDERS, allowing the evaluation procedures to be carried out as per instructions provided in Par. 5 of the Invitation to Bid and Instruction to Bidders. The email shall thus be provided with the 3 following attachments:

- A. 1 ZIPPED FOLDER for the ADMINISTRATIVE ENVELOPE,**
- B. 1 ZIPPED FOLDER for the TECHNICAL ENVELOPE and**
- C. 1 ZIPPED FOLDER for the FINANCIAL ENVELOPE.**

Offers not respecting this requirement may be disregarded.

2. DEADLINE FOR SUBMISSION

The closing time for receipt of Offers is **April 1st, 2019, at 15.00 pm** Myanmar – Yangon - time. Offers received after this time and date shall not be considered.

3. CLARIFICATION MEETING

A **Clarification meeting** will be held at the Contracting Authority premises (AICS Yangon Office see address above in paragraph 1) on **March 8, 2019 at 15.00 pm (Myanmar time)**. During the meeting, the Bid documents and relevant procedures will be presented and explanations to questions previously received, if any, will be provided. The presence of the

Bidders will be recorded by the Contracting Authority and Bidders' representatives will be asked to sign a form.

The Clarification Meeting can be attended by Bidders via Skype call. To do so, Bidders shall send official request by email to the address aics.info@aicsyangon.org **not later than March 5th at 12.00 pm (noon), Myanmar time**, providing the following information:

- a) the Institution's name;
- b) Skype account name (only one per Bidder will be accepted)
- c) the subject of the email should be **"AID 11292.02.4 – CIG 78118205CB MRAUK U Clarification Meeting"**.

The Contracting Authority will acknowledge the request for skype call and provide relevant technical information. Should there be any modifications on the date and time indicated for the clarification meeting, it will be promptly notified by official publication on the website www.aicsyangon.org and www.ambyangon.esteri.it. Bidders with requests for clarification are encouraged to send their questions via email to aics.info@aicsyangon.org, **no later than 13 March 2019, 18.00 pm Myanmar time**. The email should have as a subject **"AID 11292.02.4 – CIG 78118205CB MRAUK U TA Services: Request for clarification"**. The Contracting Authority has no obligation to provide additional information for questions received after this date.

Please notify AICSY immediately if any part of this Instruction to Bidders is missing and/or illegible.

Bidders are reminded that above e-mail address may be used only to send queries.

Please note that clarifications requested by phone will not be considered.

All the clarifications provided during the Clarification Meeting together with Questions and Answers received by the Contracting Authority will be made available in the website www.aicsyangon.com and www.ambyangon.esteri.it within March 18, 2019 and will be sent to all the Bidders from the above mentioned e-mail address. **These answers will complement the original Bidding Documents and shall be printed, signalized in each page, signed and included in the Administrative Envelope.**

4. DESCRIPTION OF THE SERVICE

The detailed description of the Technical Assistance Service requested for the present Bid is provided in the **Annex A – TOR for TA to Mrauk U DOA**.

The expected period for the completion of the Service, as described in the attached Terms of Reference, is 15 (fifteen) months starting from the date of the Contract entry into force.

The overall amount of the present Bid shall not exceed EUR 270,000.00 (two hundred and seventy thousand euros) and it is inclusive of VAT (that will be paid as split-payment) and all other costs needed/applicable for the provision of the services as per the Terms of Reference and all related documents. The Bidder is solely responsible for the payment of service, tax, insurance and all other taxes and government dues as may be applicable. In no case the Contracting Authority will be responsible to pay taxes for this Service Contract.

As indicated, offers exceeding this threshold will be automatically disqualified.

It is explicitly made clear and understood by the Bidder that the people in charge of the Services shall be personnel employed or hired by the Bidder for all intents and purposes and in no case a relationship of Employer-Employee between the said persons and the Contracting Authority shall accrue implicitly and explicitly.

Moreover, the Bidder shall also be solely responsible for providing all the statutory benefits (as per relevant applicable laws) to the eligible staff/consultants employed or hired by it and it shall make payment of compensation (as per relevant applicable laws) in case of injury or death of any of its personnel.

5. REQUIRED DOCUMENTS, SEALING AND MARKING THE OFFER

Bidders shall submit their Offers in an **outer sealed envelope containing three inner separated and sealed envelopes**. The inner and outer envelopes shall be sealed with adhesive tape and the Bidder must sign across the tape seal. In case of offers submitted by Certified Email (PEC), the three inner separated and sealed envelopes shall be substituted by 3 separate Zipped Folders, as detailed at the end of each of the following paragraphs.

A. OUTER ENVELOPE:

The Outer Envelope shall clearly bear ONLY the following information:

- a. Address of the Contracting Authority as per Par. 1;
- b. **Technical Assistance to MRAUK U DOA – CIG Code n. 78118205CB;**
- c. Name and address of the Institution/Bidder (including e-mail address);
- d. the words “DO NOT OPEN BEFORE BID OPENING SESSION”.

B. INNER ENVELOPES:

I. THE ADMINISTRATIVE ENVELOPE

The first (sealed) envelope, marked as “ADMINISTRATIVE DOCUMENTS and [the name of the Bidder]” shall contain 1 original and 1 copy of each of the following documents:

- I.1. INSTITUTION LEGAL INFORMATION, duly filled, signed and stamped (Please see in Annex D, 1. Legal Entity Declaration, and fill it with relevant information, sign and stamp);
- I.2. BID SUBMISSION as per *Annex D, 2. Bid Submission (i.e. the identity of the Bidder)*. In case of single Bidder, please fill in only the field related to the Leader;
- I.3. Details of the CONTACT PERSON within the Institution responding for the present Bid as per *Annex D, 3. Contact Person (for this Bid)*;
- I.4. ECONOMIC AND FINANCIAL CAPACITY information providing evidence that the Bidder average annual internal budget for the last 3 years exceeds EUR 100,000 and therefore it has the economic and financial capability to carry out the requested Technical Assistance and qualified services relevant to the Service hereby described. (Please see in Annex D, 4. Economic and Financial Capacity, and fill it with relevant updated information);
- I.5. BIDDER SPECIALIZATION – RESEARCHES & TRAININGS: The submitted documents shall provide evidence that the Bidder is specialised in Cultural heritage researches & trainings with specific reference to cultural heritage science, conservation and restoration. Official documentation of relevant courses in the classes L-43 and LM11 i.e. referring to Diagnostic of Cultural Heritage or included in those recognised by the Ministry of Cultural Heritage shall be presented. The documentation provided shall be signed by the Legal Representative. For more details, please refer to the following links
<https://www.cun.it/uploads/6890/Coordinamento%20Corsi%20di%20studio%20L-43%20e%20LM-11.pdf?v=> and
http://www.beniculturali.it/mibac/export/MiBAC/sito-MiBAC/Contenuti/Avvisi/visualizza_asset.html_1242224344.html
- I.6. BIDDER EXPERIENCE IN THE TARGET DOMAIN: The Bidder shall list and describe the:

- a) experience of the Institution in stone conservation (i.e. providing evidence of documented training courses and research programs on the subject of conservation, restoration of stone and related materials;
 - b) experience in carrying out similar Services/training programs/restoration activities in foreign countries and preferably in South East Asian Countries or tropical areas. The list shall be provided with clear indications and details on the scope of works or activities carried out, the duration of assignments, the institutions funding the Contracts, the specific expertise provided (*as per Annex D, 5. Bidder Specific Experience*) and (if possible) attaching reference letters of performance of the Contracts/Projects previously carried out;
- I.7. In case of association of organisations, a copy of the AGREEMENT entered into by all organisations or alternatively, a LETTER OF INTENT (*as per Annex E, 1. Template - Letter of Intent for association of organisations*) to execute the agreement shall be provided, signed and stamped. In case of Individual Bidder this Document will not be needed;
- I.8. POWER OF ATTORNEY, providing evidence that the Person signing the Documents is legally entitled to do so, duly signed and stamped (*Please see in Annex D, Templates - 2. Power of Attorney for Individual Bidder or 3. Power of Attorney for Association of Institutions*), together with a copy of valid Identity Card or Passport of the Signatory Persons;
- I.9. A duly signed and stamped SELF-DECLARATION, stating that the Bidder Institution is not in any of the following categories (*Please see in Annex D, 6. Self Declaration*):
- a. bankrupt, or being wound up, or are having their affairs administered by the courts, or entered into an arrangement with creditors, or suspended its business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
 - c. the Institution, or persons having power of representation, or decision making, or control over them have been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
 - d. guilty of severe professional misconduct proven by any means which the contracting authority can justify;
 - e. the Organization, or persons having powers of representation, or decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in criminal organization, money laundering or any other illegal activity;
 - f. not in compliance with its obligations relating to the payment of social security contributions, or payment of taxes in accordance with the legal provisions of Myanmar;
- I.10. The BIDDER STATEMENT of acceptance of the Bid clauses (*Please see in Annex D, 7. Bidder Statement*), duly signed and stamped.
- I.11. The CONTRACT TEMPLATE duly signed and stamped (*Please see Annex C Contract Template*), with each page initialled. Please note that the Contract template shall not bear any additional information, but only signature, stamp and each page initialled.
- I.12. OFFICIAL BANK STATEMENT for the last 3 years.
- I.13. RELEVANT AUDITED FINANCIAL STATEMENTS for the last 3 years.

I.14. Receipt of the PAYMENT OF THE BID REGISTRATION FEE to the Italian Authority for Anti-Corruption – ANAC. As per Art. 1 clause 67 of the Italian Law n. 266/2005 each Bidder is requested to pay a contribution, if needed, to participate to the bidding process. The contribution shall be paid within the expiration date for the bid submission indicated in the Invitation to Bid. In order to pay the contribution, it is necessary to do an online registration to **Servizio Riscossione Contributi**. Please refer to the following link:

https://www.anticorruzione.it/portal/public/classic/home/_riscossioni.

After the registration process, the Bidder must log-in with the credentials provided by Servizio Riscossione Contributi and enter the CIG Code 78118205CB, which identifies the procedure.

Payments can be done according to the following options:

- a) On-line payment by credit card. Namely: Visa, Visa Electron, Mastercard, Diners and American Express. The system will issue a payment receipt, that will be sent to the email provided with the registration, to be printed out and attached to the Offer;
- b) Cash payment, using the payment format that can be downloaded by Servizio Riscossione Contributi, can be done at the enabled shops (Network of tobacco sellers entitled to process the payment). The receipt of the payment must be attached in original to the Offer.

I.15. Bidders shall also include in the Administrative Envelope the **Clarification Meeting's Minutes published by the Contracting Authority on the www.aicsyangon.org website. The Minutes shall be printed, signalized in each page, signed and included in the Administrative Envelope.**

Bidders shall be reminded that Offers submitted by Certified Email (PEC) shall include all the above listed documents in a SEPARATE ZIPPED FOLDER named "ADMINISTRATIVE ENVELOPE" and attach it to the Email.

Administrative offers missing one or more of the above listed documents may considered non-compliant and the Offer may be rejected.

Please refer to the Administrative Documents Check List attached in Annex D.

II. THE TECHNICAL ENVELOPE

The second (sealed) envelope, marked as "TECHNICAL DOCUMENTS and [the name of the Bidder]" shall contain 1 original and 1 copy of each of the following documents:

II.1. TECHNICAL EXPERIENCE (Maximum 45 points)

II.1.1. PREVIOUS TECHNICAL EXPERIENCES OF THE BIDDER. The Bidder shall provide a brief summary of the previous specific experience (in the last 8 years) regarding a) training activities consistent to the present Service and thus focusing on stone conservation and management of archaeological sites, carried out in the last 8 years; b) international publications and research on stone weathering and conservation, elaboration of management plans for archaeological sites, museology and/or museography studies and reports. The Bidder shall provide significant information as per Annex E – Technical Offer Form, Paragraph 1.1. (Maximum 10 points).

II.1.2. PREVIOUS EXPERIENCES IN THE ORGANIZATION OF TRAINING COURSES OUT OF ITALY. Brief executive summary of the previous experiences in organizing

training activities carried out abroad. (See Annex E – Technical Offer Form Paragraph 1.2). Maximum 10 points;

- II.1.3. PREVIOUS EXPERIENCES AND DETAILED CVS OF THE KEY EXPERTS. Brief executive summary of the previous experiences and detailed CVs of the five Key Experts requested as per Annex E - Technical Offer Form Paragraph 1.3 (Template table for Key Experts and CV format is also included in Annex E). Maximum 25 points;

II.2. IMPLEMENTATION APPROACH

- II.2.1. ORGANIZATION AND METHODOLOGY DOCUMENT (**not exceeding eight (8) pages**) prepared in English language and in compliance to the detailed indications provided in Annex E, 2.1. The Organization and Methodology Document shall include also clear indications on the detailed diagnostic analysis to be utilized for the survey of the monuments as well as of the methodologies, tools and instruments that the Bidder will use for performing the training, tasks and activities requested by the present Service (Maximum 18 points);
- II.2.2. TRAINING ACTIVITY PROPOSAL that the Bidder intends to organize for ensuring the capacity improvement of the DOA professionals with specific reference to the protection, management and valorisation of Mrauk U and with the objective of including the site in the World Heritage List. The Training proposal shall be completed with a proposed training scheme with syllabus and time schedule (see Annex E, 2.2). Maximum 14 points;
- II.2.3. ORGANIZATION OF THE REPORTS FOR THE MANAGEMENT PLAN. The document shall indicate and describe how the reports will be organised, dealing with the state of conservation of the archaeological site and of the cultural landscape features to be surveyed within the first period of the contract (within the first 6-8 months). (see Annex E, 2.3) Maximum 13 points;

II.3. PERSONNEL AND ORGANIZATIONAL ASPECTS (Maximum 10 points):

- II.3.1. Description of the Bidder institution with details on the Human Resources and relevant experience as per Annex E, 2.1 Bidder's Institution Human resources and relevant expertise. Maximum 5 points;
- II.3.2. PROFILES OF OTHER EXPERTS AND SUPPORT STAFF: Brief Description of the profiles proposed as Other Experts and Support Staff according to the indications provided in Annex A – TOR, Paragraph 5.1 (See Annex E, 2.3). Maximum 5 points;

II.4. PROPOSED IMPLEMENTATION SCHEDULE (Maximum 10 points) evidencing clearly:

- a) The timing, sequence and duration of the proposed tasks, pilot projects and training courses indicating clearly the major milestones in executing the Contract. Maximum 5 points;
- b) The detailed indication of the presence of the Key and Non-Key Experts in Myanmar – Mrauk U. Maximum 5 points.

The documents referring to this part shall be included in the Technical Envelope, however, the contents of the Proposed Implementation Schedule will be evaluated independently, as described in Par. 7.3.

A PEN DRIVE containing the electronic version of the technical offer submitted as hard copy shall be also included in the Technical Envelope. If there are any discrepancies between the electronic version and the original printed version, the latter has precedence.

Bidders shall be reminded that Offers submitted by Certified Email (PEC) shall include all the above listed documents in a SEPARATE ZIPPED FOLDER named “TECHNICAL ENVELOPE” and attach it to the Email.

III. THE FINANCIAL ENVELOPE

The third (sealed) envelope, marked as “Financial Offer and [the name of the Bidder]” shall contain 1 original and 1 copy of the following documents:

The Financial Offer shall be submitted in English language presenting the details of the budget split per each TA and clearly indicating the total overall budget for the implementation of the Service as per Annex F – Financial Offer.

Period of validity of the Offer shall be ninety (90) days from the deadline for submission. Shorter period of validity will not be accepted and may lead to the exclusion of the Bidder from the selection. The Bidder must declare to understand and accept the validity period in the point 7, Annex D.

The Financial Offer shall be clearly legible to eliminate any possible doubt as to wording or figures and has to be duly stamped and signed by the Bidder or his duly authorized representative. The Financial Offer shall include documentation of the estimation made by the Bidder and thus provide evidence of the human resources, materials and logistics foreseen to carry out the Service of the Contract.

The Financial Offer must be in EURO currency only. Offers expressed in other currencies will be disregarded.

Please note that any Offer exceeding EUR 270,000.00 will be disqualified.

Bidders shall be reminded that Offers submitted by Certified Email (PEC) shall include all the above listed documents in a SEPARATE ZIPPED FOLDER named “FINANCIAL ENVELOPE” and attach it to the Email.

6. BIDS OPENING

Envelopes will be opened on April 1st, 2019, at 15.30 pm (Myanmar time) at the Contracting Authority premises (see above). The evaluation of the Offers will follow and will be carried out by an Evaluation Committee duly appointed for the purpose by the Responsible of the Procedure (RUP) of the Contracting Authority. The Committee consists of five (5) members. A representative (or more) of the DOA may assist to the evaluation procedures as observer.

Bidders may be present at the opening session with the personnel duly appointed.

7. EVALUATION OF BIDS

7.1 ADMINISTRATIVE COMPLIANCE, ELIGIBILITY AND EXCLUSION CRITERIA

The Evaluation Committee will start the evaluation checking only the Offers received within the indicated deadline (see Par. 2 – Deadline for Submission).

The Evaluation of Bids will be aimed at verifying the eligibility and compliance of the Bids to the information and criteria indicated in the present Bidding Dossier.

The Evaluation will start by opening the Outer Envelopes, verifying that each Bidder fulfilled the instructions provided in Par. 5 of the present Document, providing one Outer Envelope sealed and marked, containing three separated and sealed Inner Envelopes.

The Evaluation Committee will therefore continue with the opening of the Administrative Envelopes, while the sealed Technical and Financial Envelopes will be kept by the Evaluation Committee.

The Evaluation Committee will check the presence of the documents requested as per Par. 5.B.I – The Administrative Envelope and relevant Annexes, and according to the Administrative Compliance criteria described here below:

7.1.1 Institutions are not entitled to participate in this Bidding Procedure or be awarded a Contract if they are in any of the situations listed in the Self Declaration (Annex D, 6.). Bidders guilty of making false declarations will be excluded by the Bid.

7.1.2 To prove its economic and financial capacity, the Bidder's average annual turnover for the last 3 years, as reported in the documentation submitted as per Annex D, 4. Economic and Financial Capacity, must exceed 100,000 EUR.

Bidders must provide evidence that they fulfil the above requirement by presenting documents such as an extract from the consolidated profit and loss accounts, banks statement balance sheets and cash flow statements for the last 3 financial years. The figures to be taken into account must be clearly shown in the documentary evidence i.e. the annual turnover figure in each document(s) provided must be clearly highlighted in order to allow easy evaluation.

If documents provided are in a currency different from EUR, the exchange rate for conversion will be set using the InforEuro rate of the month in which the Bid has been released.

In case institutions will associate the average annual turnover for the last 3 years must be as following: i) all partners combined must meet the EUR 100,000 requirement, ii) the leading partner must meet 75% of the EUR 100,000 requirement.

If, for some exceptional reason, which the Contracting Authority considers justified, a Bidder is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document, which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the bidding Offer.

To prove the technical and professional capacity, the Bidders must provide evidence in the documentation submitted, as per Annex D, 6. Bidder Experience in the Target Domain, that their expertise and areas of specialisation are compliant to the ones requested for the present Bid and therefore presenting documentations that they have performed at least 3 certified activities covering two of the following areas:

- a. Training on Cultural Heritage Conservation;
- b. Restoration Projects targeting Stone monuments;
- c. Elaborating Cultural Heritage conservation guidelines or reports;
- d. Contributing to World Heritage Nomination Dossiers;

Please refer to the Administrative Documents Check List in Annex D as references for duly compiling the Offer.

If an Offer is not compliant to the above requirements and to the indications of the Bidding dossier, it will be rejected. Decisions to the effect that a Bid is not administrative compliant will be justified in the Evaluation Report.

7.2 EVALUATION OF THE TECHNICAL OFFER

The Evaluation Committee will continue examining the sole administratively compliant offers. The Envelope containing the Technical Offer will be therefore opened and the evaluation will be based on the instructions provided in the present Bidding Dossier and according to the criteria indicated in par. 5.B.II – The Technical Envelope and summarised here below:

- 7.2.1 THE TECHNICAL EXPERIENCE (PAR. II.1) is intended to evaluate how the Bidder background is fitting the scope of work required by the Service, checking if similar significant experiences have been successfully carried out in the past and if the expertise of the Key Experts proposed by the Bidder is consistent to the training and capacity building actions foreseen by the Contract. The various aspects will be valued up to a maximum of **45 points**;
- 7.2.2 IMPLEMENTATION APPROACH (PAR II.2) is aimed at verifying the scientific and methodological approach that the Bidder intends to apply to match the request of the Service and achieve the expected results within the given time frame. It is important to understand the actual understanding of the Bidder of the difficulties, constraints and need to provide qualified expertise to the DOA to ensure proper protection, management and valorisation of the heritage of Mrauk U. The Organization and methodology as well as the training activities shall guarantee the improvement of DOA skills and the enhancement of their capacities to duly fulfil the procedures of WH nomination. This part will be evaluated up to a maximum of **45 points**;
- 7.2.3 PERSONNEL AND ORGANIZATIONAL ASPECTS referring to the human resources of the Bidder Institution, Specific Expertise deployed by the Bidder as Non-Key Experts and Support Staff with suitable profiles to better address specific actions foreseen by the Contract will be weighed for a maximum of **10 points**;

The mentioned criteria will be examined in accordance with the specific requirements indicated in the Terms of Reference (Annex A).

Maximum points for the Technical Score (TS) is 100.

Technical Offers failing to reach the minimal threshold of 50 points will not be admitted to the Financial Evaluation Phase. Decision to the effect that a Bid is not technically compliant will be provided in the Evaluation Report.

The Offers not in compliance with the above requirements will be rejected and the relevant sealed Financial Offers will be sent back to the corresponding Bidders.

The Contracting Authority reserves the right to proceed with Contract award, even at the presence of only one valid Offer, upon verification of the correctness of the prices offered.

7.3 EVALUATION OF THE PROPOSED IMPLEMENTATION TIME

- 7.3.1 THE PROPOSED IMPLEMENTATION SCHEDULE: will evaluate how the Bidder intends to organize the time for training and on-site activities, the sequence and duration of the works and the indicated milestones. It will also consider the presence of the Key Experts and other Staff with reference to the activities to be carried out and the deadlines for submission of certain deliverables as requested by the DOA. This part will be weighted for a maximum of **10 points**.

7.4 EVALUATION OF THE FINANCIAL OFFER

Upon completion of the Technical Evaluation and the Evaluation of the Proposed Implementation Time, the Evaluation Committee will proceed opening the Financial

Envelopes for the technically compliant Bidders. The evaluation of the Financial Offer will be carried out as follows:

The Evaluation Committee will check the offers for arithmetic or clerical errors in computation and summation. Wherever a discrepancy may occur between the amount in words and the amount in figures, the first will prevail unless the Evaluation Committee agrees that there is an obvious error.

Corrected amounts shall be rendered to the Bidders for acceptance, if the Bidder does not accept them, its Bid shall be rejected.

Bids exceeding the maximum budget available for the Contract (EUR 270,000.00 inclusive of VAT (that will be paid as split-payment) and any other costs needed for the provision of the services as per the Terms of Reference and all related documents) shall be rejected.

The Evaluation Committee reserves the right to request the Bidders to further clarify the fees proposed.

The Financial Score (FS) will be evaluated with a Maximum of 100 points.

The FS is calculated using the following formula:

$$FS = (O_{\min}/O_x) \times 100$$

Where:

O_{\min} is the value of the lowest bid (cheapest financial offer)

O_x is the value offered by the Bidder being under evaluation

8. AWARDING OF THE CONTRACT

The awarding criteria will be based on the **best value for money** established by weighing the Technical quality of the submitted Offer (Technical Score), the proposed time for implementation (Implementation Score) and the price (Financial Score) on a 60/10/30 ratio respectively. The Offer reaching the highest score will be selected.

The Total Score is calculated using the following formula:

$$\text{Total Score} = (0.6 \times TS) + (0.1 \times IS) + (0.3 \times FS)$$

Where TS is Technical Score, IS the Implementation Score and FS is Financial Score.

Bidders will be informed of the outcomes of the Bidding Procedures consulting the following websites: <http://www.aicsyangon.org> or <http://www.ambyangon.esteri.it>

The successful Bidder will be duly notified by official email stating that its Bid has been selected. After the notification and before signature of the Contract, the Contracting Authority may proceed with further verification of declarations and documents.

In case of inability to sign the contract with the first ranked Bidder, the Contracting Authority will proceed awarding the Contract to the second best Bidder. The second Bidder may refuse the awarding of the Contract if the notification of award is received after the 90 days of validity of its Bid has expired.

9. SIGNATURE OF THE CONTRACT

In order to sign the Contract, the selected Bidder will be requested to come to the premises of the Contracting Authority to proceed with the signature of the Contract.

To sign the Contract, as per Art. 103 of the Italian Law n. 50/2016, the awarded Institution

shall provide the Contracting Authority within ten (10) calendar days from the Contract's notification date, a Bank Guarantee [see Annex D, Template - Performance Bank Guarantee] or a certified check for good performance amounting to at least 10% of the Contract Price and issued by a Bank established in Italy or Myanmar and acceptable to the Contracting Authority or by a primary International recognized bank. The guarantee shall be released and returned to the Company within 30 days upon the issuance of the Final Acceptance Certificate by the Contracting Authority.

Failure of the selected Bidder to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the bid to another Bidder or cancel the bid procedure.

The Contract enters into force with the Contracting Authority sending to the DOA a Letter notifying that the successful Bidder signed the Contract.

Contract Details and Payment Schedule

A template of the Contract is provided as Annex C for reference. Bidders are requested to check the details of the Contract template, sign and stamp it, with each page being initialled and submit it, with no modification or addition, together with the Administrative Envelope as indicated in Par. 5.B.I.11 of the present Instructions to Bidders.

In case of absence of this requirement in the bid documentation (see point I.11 above) the offer will be disqualified.

The Payment Schedule proposed in the template provides evidence to the fact that the payments will be executed based on the successful submission of the reports and deliverables listed in the Annex A – Terms of Reference. Only if deemed favourable by the Contracting Authority, the Payment instalments may be adjusted according to the implementation schedule proposed by the Awarded Institution (hereinafter referred to as Service Provider).

Detailed information regarding the Tasks, Reporting and Deliverables for the present Service Contract are provided in the Annex A – Terms of Reference. This Invitation to Bid – Instruction to Bidders along with its Annex A, will constitute a part of the Contract.

The documents and reports indicated in the Annex A – Terms of Reference Par. 3.2 Specific activities and Deliverables and Par. 6 Reports shall be submitted by the Service Provider to the Contracting Authority as progressive outcomes of the indicated activities following the Project Schedule agreed before the signature of the Contract. The submitted documents shall be qualitative relevant and compliant to the professional aspects that each of the deliverables are directly related to (conservation reports, guidelines, documentation, relevant drawings, data sheets, diagnose reports photos, training course presentations etc.). The vocabulary utilized shall be therefore professional and clearly understandable by a various range of end-users assuring the effectiveness of communication.

The Reports/Documents referred to in the Terms of Reference must be submitted to the Contracting Authority and the DOA which are responsible for approving them. The DOA will be always involved in the comments of the reports. The Service Provider will have to consider and incorporate in the reports' comments provided from both the Contracting Authority and the DOA. In the absence of comments or approval by the DOA within two weeks after submission, the reports are deemed to be accepted from the DOA.

All the listed documents shall be prepared and submitted in English language for official submission to the Contracting Authority.

Notwithstanding all the above, the comments/approval process may involve coordination with other local Authorities and may thus require their no-objection and approval. In such cases,

any delays related to this process shall not constitute any ground for the Service Provider for any claim or compensation whatsoever, as the Service Provider is responsible for coordination with all concerned authorities, and shall be deemed to have accounted for such in his Offer.

The Service Provider shall submit to the Contracting Authority his/her report in final form (1 hard copy and 2 soft copies) for approval. The Service Provider shall submit the Hard Copy in A4 or A3 format. All drawings shall be in DWG standard updated and compatible AutoCad version and PDF format, and all text reports in .Docx format compatible with MS Word format.

All the documents, researches and products prepared within this assignment should always carry the logo of AICS. This is particularly valid for published material and presentations at workshops, where the Service Provider can use their own company presentation layout with the AICS logo incorporated.

Payment of instalments to the Service Provider will be executed based on the submission of the Reports and/or Deliverables indicated in Annex – A – Terms of Reference and upon submission of related invoices.

Namely, the payments will be carried out as follows:

- (i) 10% of the Contract Value (as indicated in Annex F, following the correction of arithmetic mistakes, if any), will be paid upon approval from the Contracting Authority of an Inception Report giving a clear and detailed description of the qualified technical assistance they will provide to the DOA with reference to the present Service Contract, along with the updated detailed work program and the method statement for the conservation reports and the pilot projects interventions submitted by the Service Provider within 15 days from the Contract entry into force together with a relevant Invoice;
- (ii) 25% of the Contract Value will be paid upon approval from the Contracting Authority in agreement with the DOA of the **First Interim Report** and preliminary conservation documents submitted by the Service Provider within 3 months from the Contract entry into force together with a relevant Invoice;
- (iii) 25% of the Contract Value will be paid upon approval from the Contracting Authority in agreement with the DOA of the **Second Interim Report** together with the training courses reports submitted by the Service Provider within 6 months from the Contract entry into force together with a relevant Invoice;
- (iv) 30% of the Contract Value will be paid upon approval from the Contracting Authority of the **Third Interim Report** submitted by the Service Provider within 10 months from the Contract entry into force together with a relevant Invoice;
- (v) 10% of the Contract Value will be paid at the end (within 15 months from the Contract entry into force) upon presentation and approval by the Contracting Authority and by the DOA of an overall Final Report clearly detailing the Technical Assistance carried out during the Contract together with the relevant Invoice.

All Deliverables and relevant Documents shall be submitted in 1 hard copy and 2 soft copies (all the files in a USB flash disk) to the Contracting Authority and the DOA together with suitable Invoice of the relevant amount in Euro.

Payments shall be made by Bank transfer on the account in Euro that will be communicated in writing to the Contracting Authority through the Bank Account Form in Annex F. Should the Bidder not be provided with a Bank Account in Euro currency, evidence of the commitment of the Bidder to open an Account in such currency shall be provided in the terms of a Declaration as indicated in Annex G.

10. CONTRACTING AUTHORITY'S RIGHT

This Bid is in no way binding upon the Contracting Authority. The Contracting Authority's contractual obligation commences only upon signature of the Contract with the successful Bidder. The Contracting Authority may, before the contract is signed, either abandon the procurement or cancel the award procedure without giving rise to any compensation entitlement on the part of the Bidders. Where appropriate, such decision must be substantiated and be brought to the attention of the Bidders.

Furnishing of false, misleading, inaccurate information or particulars in the Offer document or in any other manner shall lead to the disqualification of the Proposal and Bidder at any stage or time. It shall also lead to termination of the contract, if awarded.

If the Contracted Institution fails to supply the specific Services within the period specified by the Contract (fifteen months from the Contract Signature), the Contracting Authority will, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages a sum equivalent to point two percent (0.2%) per day of delay calculated on the value of the Contract until actual delivery, up to a maximum deduction of ten percent (10%) of the value of the Contract.

Annexes:

Annex A Terms of Reference

Annex B Service Timeframe

Annex C Contract Template

Annex D Administrative Envelope Forms

Annex E Technical Offer Forms

Annex F Financial Offer