

## *Ufficio di Yangon*

Project AID 10725 – *Technical Assistance Services to YRCMO and Support for the Requalification of Yangon Heritage* CIG Code n. 7099405656

Prot. No. AICS-OUT-280/2017-06-09

### **INVITATION TO BID**

**Program: Tourism and Cultural Heritage- Phase I. AID 10725**

**Technical Assistance Services to YRCMO and Support for the Requalification of Yangon Heritage**

**CIG N. 7099405656**

With the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725), 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 Yangon Region Chief Minister to receive qualified Technical Assistance and Expertise to support the identification, formulation and execution of several actions aimed at managing and sustaining the processes to safeguard, preserve, valorise and promote the historical heritage of Yangon.

Non-Governmental Organizations, Companies or other competent organizations may be eligible for participating to this Bid, provided that:

- (i) they are duly registered and operational in Myanmar according to the competent national regulations and can therefore carry out relevant activities in the Country;
- (ii) they can provide tangible evidence of experience relevant to the scope of the Services and according to the instructions provided in the present Document.

The Service consists mainly in carrying out all the necessary studies, research and analysis useful to provide qualified Technical Assistance (TA):



- (i) to the Yangon Region Chief Minister Office (hereinafter referred to as YRCMO) regarding the suitable protection, valorisation, management and promotion of Yangon historical heritage while establishing the basis for a solid programming of the future activities to be carried out for the effective management of the cultural assets of the city;
- (ii) to the project activities, with reference to the identification of historically valuable buildings that may be duly restored, re-qualified and re-used with the available resources allocated for the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725) and in the perspective to deliver tangible results for the valorisation of Yangon’s architectural heritage.

The maximum available amount for this Bid is EUR 180,000.00 (one hundred and eighty thousand/00 Euro only). **Offers exceeding the mentioned amount will be disqualified.**

The requested Service shall be provided within a period of 12 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 Myanmar organizations, compliant with the requirements clarified in the present Instruction to Bidders, to submit an Offer for this Bid procedure.

**The Offers, all correspondence and documents related to the present Bid exchanged by the Bidders and the Contracting Authority (AICSY) must be in English (only). Documents in other languages will not be considered. Wherever the original documents are in Myanmar Language, an English translation must be attached.**

Organizations may associate to enhance their qualifications. Bids submitted by an Association of organisations shall include a copy of the **Agreement of Association** entered into by all organisations involved. Alternatively, a **Letter of Intent** (see in Annex E, 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 Bid 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 Organisation in charge of the association (acting as Leading Party), and of the single person with the Power of Attorney.

Interested Organizations shall submit their applications according to the information provided in the present document.

## **INSTRUCTIONS TO BIDDERS**

### **1. SUBMISSION OF OFFERS**

The interested Organizations 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 9:15 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).

**Offers received by e-mail cannot be accepted and will be rejected.**

## **2. DEADLINE FOR SUBMISSION**

The closing time for receipt of Offers is **July 14, 2017, 12.00 a.m. (noon)** 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) the June 21, 2017 at 10 a.m.. During the meeting, the bidding documents and relevant procedures will be presented and explanations to questions previously received, if any, will be provided. The presence of the bidder will be recorded by the Contracting Authority and Bidders representatives will be asked to sign a form.

Bidders with requests for clarification are encouraged to send their questions via email to [aid10725bid1@aicsyangon.org](mailto:aid10725bid1@aicsyangon.org), no later than 27 June 2017, 12.00 a.m. Myanmar time. The email should have as a subject “AID 10725 – CIG 7099405656 Technical Assistance 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 Invitation to Bid 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 will be made available in the website [www.ambyangon.esteri.it](http://www.ambyangon.esteri.it) within June 30, 2017 and will be sent to all the bidders from the above mentioned e-mail address. These answers will complement the original Invitation to Bid and Terms of Reference.

## **4. DESCRIPTION OF THE SERVICE**

The detailed description of the Technical Assistance Service requested for the present Bid is provided in the Annex A - Terms of Reference.

The expected period for the completion of the Service, as described in the attached Terms of Reference, is 12 (twelve) months starting from the date of the Contract entry into force.



The overall amount of the present Bid shall not exceed EUR 180,000.00 (one hundred and eighty thousand euros) and it is inclusive of all other costs needed 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 Myanmar relevant laws) to the eligible staff/consultants employed or hired by it and it shall make payment of compensation (as per Myanmar relevant 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.

### **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 Services to YRCMO and Support for the Requalification of Yangon Heritage Bid** – CIG Code n. 7099405656;
- c. Name and address of the Organization/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. ORGANIZATION 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 Organisation responding for the present Bid as per Annex D, 3. Contact Person (for this Bid);

*See*

- I.4. ECONOMIC AND FINANCIAL CAPACITY information providing evidence that the Bidder average annual turnover for the last 3 years exceeds EUR 50,000 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 SPECIFIC EXPERIENCE and the areas of specialisation listing and describing the experience of the Organization in carrying out similar Services, relevant tasks and assignments with specific reference to Myanmar. The list shall be provided with clear indications and details on the area of specialisation, the duration of assignments, organizations funding the Contracts, 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.6. CERTIFICATE OF REGISTRATION OF THE BIDDER ORGANIZATION in Myanmar proving that the Bidder is authorized to perform the Contract.  
**Please be reminded that, in case the original documents are in Myanmar Language, an English translation must be attached;**
- 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 E, Templates - 2. Power of Attorney for Individual Bidder or 3. Power of Attorney for Association of Organizations)*, 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 Organization is not in any of the following categories *(Please see in Annex D, 6. Self Declaration)*:
- 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;
  - 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;
  - the Organization, 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*;
  - guilty of severe professional misconduct proven by any means which the contracting authority can justify;

*See*

- 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;
  - g. **Italian Bidders** must provide a declaration to be not in one of the conditions as referred to in the Italian Legislative Decree 06.09.2011, n. 159 (Antimafia). Italian Bidders must provide the evidence thereof by the “certificato antimafia”, issued by the competent Italian authorities.
- Non-Italian Bidders** must provide equivalent certificates, if issuable under their respective national law; if the certificate is not issuable, they must submit a letter stating that the certificate of non-affiliation to criminal organizations is not issuable under their national law. Both certificate and/or statement shall be checked with the relevant Diplomatic Authority representing the Country in Myanmar before final award and signature of the Contract.
- I.10. The BIDDER DECLARATION 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. 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 execute a Bank Transfer of EUR 20.00 to the following:

**Account Holder: Autorità Nazionale Anticorruzione**  
**Bank Name: Monte dei Paschi di Siena**  
**Account N. 4806788**  
**IBAN: IT 77 O 01030 03200 0000 04806788**  
**BIC: PASCITMMROM**

To facilitate the execution of the mentioned payment, the Contracting Authority will make available a support desk from **July 3 to July 6, 2017 from 11 a.m. to 1 p.m.**. Interested Bidders are invited to come to the premises of the Contracting Authority provided with the following documentations:

- a) Certificate of Registration of the Bidder Organization with Registration Number and relevant English translation;
- b) Identity Card of the person, providing evidence that he/she is duly representing the Bidder;
- c) A note of EUR 20.00.

*See*

The Contracting Authority will release a receipt of the submitted EUR 20.00. The pdf document of the ANAC Bank Receipt for the Bid Registration, a copy of which shall be included in the Administrative Envelope, will be sent to the Bidder by email during the following days.

**Administrative offers missing one or more of the above listed documents may be 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. IMPLEMENTATION APPROACH (Maximum 55 points)**

- II.1.1. ORGANIZATION AND METHODOLOGY DOCUMENT (not exceeding ten (10) pages) prepared in English language and in compliance to the detailed indications provided in Annex F, 1.1. Maximum 30 points;
- II.1.2. EXAMPLE OF DATA COLLECTION SHEET that the Bidder proposes to utilize for the survey of the culturally and historically significant buildings to be carried out as per the scope of the present Bidding (see Annex F, 1.2). Maximum 8 points;
- II.1.3. NUMBER OF BUILDINGS to be surveyed within the Contract. Proposed minimum number of relevant buildings that the Bidder will be able to survey within the time-frame indicated for the present Service (see Annex F, 1.3). Maximum 10 points;
- II.1.4. EXAMPLE OF DETAILED DATA COLLECTION SHEET to be utilized for the detailed survey of 6 to 8 buildings requested as per Annex F, 1.4. Maximum 7 points;

### **II.2. PERSONNEL AND ORGANIZATIONAL ASPECTS (Maximum 35 points):**

- II.2.1. Description of the Bidder organization with details on the Human Resources and relevant experience as per Annex F, 2.1 Bidder’s Organization Human resources and relevant expertise. Maximum 8 points;
- II.2.2. PREVIOUS EXPERIENCES and DETAILED CVS OF THE KEY EXPERTS: Brief executive summary of the previous experiences and detailed CVs of the two Key Experts requested as per Annex A - Paragraph 5.1 (See Annex F, 2.2). Maximum 20 points;
- II.2.3. 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 – Paragraph 5.1 (See Annex F, 2.3). Maximum 7 points;

### **II.3. PROPOSED IMPLEMENTATION SCHEDULE (Maximum 10 points) evidencing clearly**

- a) The timing, sequence and duration of the proposed tasks. Maximum 5 points;
- b) The identification and timing of major milestones in executing the Contract. Maximum 5 points.

*See*



A PEN DRIVE OR A CD-ROM containing the electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original printed version, the latter has precedence.

### **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 G – 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 must be in EURO currency only. Offers expressed in other currencies will be disregarded.

**Please note that any Offer exceeding EUR 180,000.00 will be disqualified.**

### **6. BIDS OPENING**

Envelopes will be opened on July 14, 2017, at 2.00 p.m. (Yangon local time) at the Contracting Authority premises (see above). The evaluation of the Offers will follow and will be done by an Evaluation Committee duly appointed for the purpose by the Responsible of the Procedure (RUP) of the Contracting Authority. The Committee consists of at least three (3) members from AICSY Office. A representative of the YRCMO 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.

*See*



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 Organizations 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 50,000 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 organizations will associate the average annual turnover for the last 3 years must be as following: i) all partners combined must meet the EUR 50,000 requirement, ii) the leading partner must meet 75% of the EUR 50,000 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, 5. Bidder Specific Experience, 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. - Heritage conservation;
- b. - Urban development or regeneration;
- c. - Drafting heritage conservation guidelines or reports;
- d. - Policy analysis applied to relevant key sectors of intervention.

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.

*See*

## 7.2 EVALUATION OF 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 IMPLEMENTATION APPROACH intended to measure the quality and the feasibility of the proposed activities as well as the methodology used will be valued up to a maximum of 55 points;
- 7.2.2 PERSONNEL AND ORGANIZATIONAL ASPECTS referring to the human resources of the Organization, Specific Expertise and CVs of the two proposed Key Experts, organization's experience and capacity to identify and propose relevant profiles for Other Experts and Support Staff will be weighed for a maximum of 35 points;
- 7.2.3 PROPOSED IMPLEMENTATION SCHEDULE: improvement in the timing, sequence and duration of the proposed tasks and timetable will be weighted 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 FINANCIAL OFFER

Upon completion of the Technical Evaluation, 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 180,000.00) 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:

$$FS = 100 * \text{Value Score}$$

$$\text{Value Score} = O_x / O_{\min}$$

$O_x$ : value offered by the bidder (intended as a percentage decrease on the initial price, and not as absolute value)

$O_{\min}$ : value of the most convenient offer (intended as a percentage decrease on the initial price, and not as absolute value)

## **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) against the price (Financial Score) on a 70/30 basis. The Offer reaching the highest score will be selected.

The Total Score is calculated using the following formula:

$$\text{Total Score} = (0.7x \text{ TS}) + (0.3x \text{ FS})$$

Where TS is Technical Score and FS is Financial Score.

Bidders will be informed of the outcomes of the Bidding Procedures consulting the following website: <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 Organization shall provide the Contracting Authority within ten (10) calendar days from the Contract's notification date, a Bank Guarantee [see Annex E, 4. 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 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 YRCM Office 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 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 Organization (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 (legal documents, operational drafts, economical studies, urban planning documentation and relevant drawings 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 which is responsible for approving them. The YRCMO will be also 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 YRCMO. In the absence of comments or approval by the YRCMO within a week after submission, the reports are deemed to be accepted from the YRCMO.

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

Unless otherwise provided, a translation in Myanmar language shall be submitted to YRCMO through the Contracting Authority in order to facilitate the coordination and mutual agreement between the Contracting Authority and the YRCMO on specific decisions.

However, the Technical Assistance to the YRCMO that will be carried out during the Contract implementation may include elaboration of additional short documents to be provided in Myanmar language directly to the YRCMO for facilitating the ordinary implementation of activities, or support decision making processes upon request.



Notwithstanding all the above, the comments/approval process may involve coordination with local Authorities, and may 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 (2 hard copies and 1 soft copy) for approval. The Service Provider shall submit the Hard Copies 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 Deliverables and/or Reports indicated in Annex – A – Terms of Reference and upon submission of related invoices.

Namely, the payments will be carried out as follows.

The total amount of the price offered and considered in the Contract Value (CV) will be formulated as follows:

Firstly the 25% of the total CV will be deducted by the prices offered for each one of the deliverables from TA.1 to TA 6.

This will be provided to allow the payments listed at Item A) and H) below.

- A) 10% of CV (see Annex G and above), 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 YRCMO with reference to the present Service Contract, along with the updated detailed work program, including the updated version of Deliverables, referring to TA1.1, TA3.1, TA3.2, TA3.3, TA5.1 and TA5.2 submitted by the Service Provider within 1 month from the Contract entry into force together with a relevant Invoice;
- B) The price offered for TA4 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA4 submitted by the Service Provider within 3 months from the Contract entry into force together with a relevant Invoice;
- C) The price offered for TA2 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA2 submitted by the Service Provider within 4 months from the Contract entry into force together with a relevant Invoice;
- D) The price offered for TA5 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA5 submitted by the Service Provider within 5 months from the Contract entry into force together with a relevant Invoice;



- E) The price offered for TA6 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA6 submitted by the Service Provider within 7 months from the Contract entry into force together with a relevant Invoice;
- F) The price offered for TA1 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA1 (i.e. TA1.2 and TA1.3) submitted by the Service Provider within 9 months from the Contract entry into force together with a relevant Invoice;
- G) The price offered for TA3 deducted 25% (see Annex G) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA3 (i.e. TA3.4) submitted by the Service Provider within 11 months from the Contract entry into force together with a relevant Invoice;
- H) 15% of CV (see Annex G and above), will be paid at the end (within 12 months from the Contract entry into force) upon presentation and approval by the Contracting Authority 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 2 hard copies and 1 soft copy (all the files in a USB flash disk or CD –ROM) to the Contracting Authority 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 G. 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 Organization fails to supply the specific services within the period specified by the Contract (twelve 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 Indicative Project Schedule

Annex C Contract Template

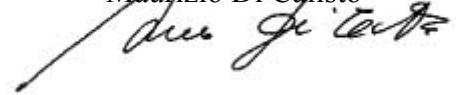
Annex D Administrative Envelope Forms

Annex E Templates

Annex F Technical Offer Forms

Annex G Financial Offer

The Director  
Maurizio Di Calisto

A handwritten signature in black ink, appearing to read 'Maurizio Di Calisto', written over the printed name.