

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, 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 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);

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- 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;

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- 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 0 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.

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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.

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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.

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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.



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

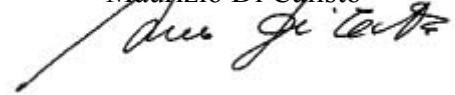
Annex D Administrative Envelope Forms

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.

Ufficio di Yangon

Project AID 10725 – Technical Assistance to YRCMO and Support for the Requalification
of Yangon Heritage

CIG Code n. **7099405656**

ANNEX A

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1 BACKGROUND INFORMATION

1.1 Beneficiary country

Myanmar.

1.2 Contracting Authority

The Italian Agency for Development Cooperation (Agenzia Italiana per la Cooperazione allo Sviluppo – AICS) Yangon Office (hereinafter mentioned as AICSY) is the Contracting Authority.

1.3 Country background

Myanmar has a rich and diverse cultural patrimony which combines living heritage, historical values, incredible religious assets and significant intangible patrimony carried along by the different ethnic groups present in the Country. Many are the cultural sites of the Country that could be eligible for the UNESCO World Heritage List with a tentative list of archaeological, historical and natural sites including, among others, world renown cities and famous tourist destinations such as Mandalay, Bagan, Mrauk-u, Inle Lake, Myeik Islands, Bago, etc. Despite such a rich heritage and great potential, at present only the “Pyu ancient cities” have been included in the WHL in 2014 thanks to the joint support of UNESCO Yangon Office and the contribution of the Italian Government. More efforts and support have been provided to Myanmar on this regard, with additional funds committed not only by Italy but also by Japan and other Donors with the perspective of including “Bagan archaeological Area and Monuments” as second site to be nominated for the World Heritage Status.

The strengthening of the protection of the valuable cultural heritage assets of the Country proceeds also with the enforcing of its legal basis while introducing elements of the international standards. More specifically UNESCO regional office is committed in Myanmar on safeguarding the cultural heritage particularly within the framework of the 1972 *Convention on the Protection of the World Cultural and Natural Heritage (World Heritage Convention)*, while preparing the ground for the future ratification of other meaningful legal instruments such as the 2003 *Convention for the Safeguarding of the Intangible Cultural Heritage*.

In most recent period, the ending of the international sanctions, the opening of the Country and the prospects for genuine democratic reform which improved with last elections, enabled the Government to give more attention to the necessity of protecting the cultural heritage, being duly identified as important assets that may contribute to the sustainable development of Myanmar. With the understanding of the unique values that the cultural assets of the Country may have in a broader upgrading of the tourist sector, also the protection and valorisation of cultural heritage started being part of the plans for leveraging the local economy in a more equal and sustainable way. Heritage tourism and natural tourism or eco-tourism have been identified among the leading attractions for international and regional visitors. Relevant strategic approach and action plans have been developed in recent period to ensure that the local tourist product may duly combine and match with the regional and international market demands. The cultural sector potentials to positively influence the local economy is being investigated together with the opportunities it may be offering in terms of job creation, improved curricula and capacity building of existing professionals.

Additional efforts for the strengthening of the culture have been carried out by the EU and relevant Member Countries acknowledging the role that cultural assets, living heritage and intangible heritage may play in bridging the gaps among different ethnic groups while contributing to the peace process.

Myanmar Government is committed to safeguarding and protecting all the various aspects of its cultural and natural patrimony. Main institution being responsible for culture is the Ministry of

Religious Affairs and Culture (MoRAC) with the Department of Archaeology, National Museum which, as stated in the official website, bears the following responsibilities:

- *To collect and search the Myanmar cultural heritage materials;*
- *To develop plan of action for preserving the Myanmar cultural heritage materials;*
- *To reveal historical sites and ancient cities by exploration and excavation;*
- *To preserve and protect Myanmar cultural heritage monuments and cultural properties;*
- *To establish archaeological museums, cultural museums and libraries;*
- *To disseminate Myanmar culture and to provide necessary information on Myanmar culture to public.*

With regards to the legal framework, the legislation governing the sector is in its updating process and the draft of a “Heritage Law” is presently under preparation by the MoRAC at Central level.

Other than the Government, many CSOs are committed to protect and valorise the cultural heritage of the Country, with the support of the International UN Agencies (namely UNESCO), International Organizations and other Development Cooperation Partners.

Among the challenges that the Government and the CSOs are addressing to duly support and strengthen the tangible and intangible cultural heritage of Myanmar are the (i) present low contribution of cultural heritage to local and national socio-economic and civic development; (ii) the linking of private investors to the safeguarding of cultural heritage and the sustainable protection of artistic, historic, natural and religious assets; (iii) the valorisation of the diversity of the cultural assets, including the marketing of the traditional skills and artisanat; (iv) the proper presentation of the cultural sites, and (v) the creation of awareness and sense of belonging towards historical and cultural sites among the local communities.

Despite the increase in the number of tourists visiting the Country in recent years, the developing strategies and action plans for the tourist sector (i.e. Tourism Master Plan 2013-2020 designed by the Ministry of Hotels and Tourism - MoHT), although in progress, haven’t reached yet the phase of implementation of reforms where part of the revenues from the tourist sector can be utilized for contributing to the maintenance and sustainability of the cultural assets.

Great progresses have been made in the sector with the strong commitment of the Government which has shown the willingness to enhance the capacities of the local population in protecting the cultural heritage, while creating new jobs to better cope with the urging needs for dedicated and qualified professional in the field of cultural patrimony.

1.4 Current situation in the relevant sector

With regards to the tangible cultural heritage, among the most important cities, Yangon emerges as former capital and urban centre with national heritage assets. Due to pressures of modern development and little means and mechanisms for patrimony preservation, the unique built cultural heritage of the City is suffering from neglect and is progressively risking to get lost to modern constructions. As duly stated in the Yangon Heritage Strategy “*Yangon already has many assets. It has a green and fundamentally well planned city with rich cultural heritage and one of the best surviving historic cityscapes in Asia*”. Yangon is in fact recorded to have Asia's largest collection of colonial-era buildings, a patrimony that is highly challenged by its role of the most important economic urban centre of Myanmar. The urban development is quickly risking to jeopardizing the authenticity of the city, with the loss of historic urban fabric and singular monuments threatening the survival of many traditions, skills and activities practiced in an authentic urban setting.

The fragility of the conservation of the colonial heritage has somehow worsened in the recent years. Some of the historic buildings, being property and premises of various Ministries have been left vacant upon the transferring of the capital to Nay Pyi Taw, with the result of being most of the time

closed or only partially occupied. Considering the values these monuments carry with respect to their artistic, historical and architectural significance they are to be kept as a legacy for future generations. It is therefore imperative to conserve and valorise them as part of the heritage of Yangon city, to rehabilitate and adapt them, to carefully choose new destination of use that will bring them into the field of the local community life. The re-qualification of these historically valuable buildings with the opportunity to utilize them for hosting public related activities or art incubator facilities may contribute tremendously in supporting the upgrading of the city, while avoiding to lose cultural assets and part of Yangon's uniqueness.

The conservation of built heritage and the improvement of the urban infrastructure may become effective only if a more general regulatory and planning framework is established and enforced to control the process of modernisation.

A new planning approach addressing these issues should consider the historic heritage of the different urban fabrics not as a "constraint" to modernisation but as a "resource" for a more sustainable urban development - an asset to be preserved not only to keep alive the "deep roots" of the city's cultural identity, but also to promote activities which can improve the economic and social condition of its inhabitants.

In addition, if duly valorised, the buildings of Downtown are likely to become an additional destination points for the tourists visiting Yangon. Being often limited to few days' visit dedicated mostly to the Shwedagon Pagoda with some other outstanding temples and the shopping in Bogyoke Market and other little activities, the traditional tourist packages in Myanmar are leaving some valuable areas of Yangon fully or partially neglected. The historical buildings of Downtown, the National Museum and other important cultural assets, if duly valorised and properly promoted will give incentives for visitors to prolong and enrich their trips by exploring the urban life and historic monuments in their authentic urban cultural setting. The contribution to the local economy may be thus become significant, with relevant job creations (tourist related professions, but also all the activities related to conservation, refurbishment and restoration of the physical aspects of the buildings), revenues coming from the hospitality, food and beverages, as well as handicrafts businesses etc.

To proceed in the safeguarding of the heritage of Myanmar, for which Yangon built heritage can become a good starting point, it emerges that three aspects shall be duly targeted:

- i. enhancing of context-sensitive urban regulations, which shall be aimed at providing significant constraints to indiscriminate building activities in historical centres and at preventing the loss of their uniqueness and authenticity;
- ii. the creation of urban programming and planning more environmental friendly, which utilize the requalification of historic building for public uses as an optimization of available resources and a valuable tool to engage the local communities in understanding, belonging and protecting the cultural heritage;
- iii. seeking of the beneficial collaboration of the private sector within clearly identified sustainable development guidelines, thus providing the necessary financial resources that will enable municipalities and governmental institution to proceed with the reforms, upgrading and improving not only Yangon but also other significant historical cities of Myanmar need and deserve.

The activities encouraged by the AICSY through the Project "Tourism and Cultural Heritage – Phase 1" (AID 10725) intend to provide a tangible contribution to the presented framework, while supporting with the present Service the preliminary activities sustaining the YRCMO in the challenging task of upgrading Yangon City.

1.5 Related programmes and other donor activities:

Myanmar is a priority Country within the Italian Agency for Development Cooperation (AICS) strategy: with the recently approved three-year planning, the allocated funds of more than 50 million as soft loans and more than 14 million as grants over the period 2016-2018 acknowledge the commitment of Italy to support the sustainable development of the Country. The mentioned overall amount will be focused at intervening in Myanmar in 3 identified priority sectors: Rural Development, Governance and Peace Process, Private Sector Development, the latter encompassing also the sector of Cultural Heritage Valorisation and Sustainable Tourism Development.

Based on the recent approved programming, AICSY is supporting the conservation and valorisation of Myanmar Cultural Heritage and the strengthening and improving the quality of the tourist product the Country can offer to the regional and international market. The Project “Tourism and Cultural Heritage: Phase 1” intends to set up the basis for future consistent and longer-term activities, gaining experience and results from this first pilot project phase.

Consistent to the general strategy, the AICS is also financing in partnership with UNESCO and some other donors (e.g. Japan) the support to Myanmar Government, and namely the MoRAC, in the process of including significant sites in the World Heritage List. This long-term support successfully led to the listing of Pyu Ancient Cities as first Myanmar World Heritage Site in 2014.

With specific reference to the improvement of the urban planning and to the management and valorisation of the Yangon Heritage, several donors are actively collaborating with local authorities.

The present Services shall consider this dynamic environment and evaluate the interventions of the mentioned donors and/or potential ones in order to provide suitable guidelines and Technical Assistance to the Yangon Region Chief Minister Office (hereinafter referred to as YRCMO) for planning and interventions that avoid overlapping and optimize resources encouraging synergies.

2 OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The activities to be carried out under this Service are included in the framework of the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725), an initiative funded by the Italian Agency for Development Cooperation (AICS) and directly managed by the AICSY in partnership with several local authorities (e.g. Yangon Region Chief Minister Office, Ministry of Hotel and Tourism, Ministry of Religious Affairs and Culture, other local authorities).

The overall objective of the Project of which this Service and relevant Contract will be a part of, is therefore as follows:

The overall objective of the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725) is to contribute at improving the quality of life of the Myanmar population through the conservation and valorisation of the artistic, cultural and natural heritage.

Furthermore, the Project intends to achieve the following Specific Objective:

- To contribute to the qualitative growth of the tourist sector in Myanmar in order to increase the incomes and the employment opportunities for the local population, providing support to the institutions and the private sector in the land management and for the implementation of models for sustainable tourism and community tourism.

Within the mentioned framework, the present Service will be duly aimed at supporting the valorisation of the Cultural Heritage of this Country, providing a practical approach for the *mise-*

en-valeur of historical buildings in a sustainable manner, bridging the gap between historical heritage and local communities, with specific reference to Yangon City.

2.2 Purpose

The present Service is aimed at providing qualified Technical Assistance to the Yangon Region Chief Minister Office (hereinafter referred to as YRCMO) in order to proceed with the necessary interventions and reforms to safeguard, conserve and valorise the historical heritage of Yangon City.

The YRCMO is the Governmental Institution responsible for all matters related to the management and development of the Yangon Region, with particular regards to the City. As such, the YRCMO is intrinsically concerned with the general strategy of the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725) financed by the Italian Agency for Development Cooperation and directly managed by the AICSY.

The Service Provider is therefore asked to support and sustain the YRCMO providing it with the necessary guidance, methodologies and recommendation to ensure the protection, valorisation, promotion and sustainable management of the Yangon Heritage, setting the effective basis for transforming Yangon in a more liveable city.

Conceived as Institutional Strengthening actions, this Service and the results that will be accordingly delivered, will contribute at ensuring the sustainability of the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725) while setting the basis for a more effective programming and management of the complexity of Yangon City cultural heritage assets.

Based on the strategic and operational approach of the Project and following a specific request sent by the Yangon Region Chief Minister to the Italian Embassy and AICS Yangon Office on December 14, 2016, the Services under this Contract consist of carrying out all the necessary studies, research and analysis useful to provide Technical Assistance:

- (i) to the 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 allocated resources and in the perspective to deliver a tangible result for the upgrading of Yangon City.

3 SCOPE OF THE WORK

3.1 General

3.1.1 Description of the assignment

One of the most significant target of the Project is in fact the protection, conservation and valorisation of the urban heritage of the city of Yangon, promoting as far as possible, the requalification of historically valuable buildings (*e.g.* colonial buildings) in Downtown Yangon and their sustainable re-use for social impact activities or cultural purposes. The proposed Service and the Technical Assistance indicated herein are prepared based on the needs of the YRCMO to fulfil its responsibilities within this sustainable development realm. The present Service is therefore aimed at providing qualified technical assistance specifically to the YRCMO in the frame of this project targeting the following aspects:

- i. Leading effectively the process of upgrading and modernizing the City of Yangon;

- ii. Coordinating at technical level the various Cooperation Partners (CP) that are open to fund (or are already funding) assistance to Yangon Region Government in the accomplishment of upgrading and modernizing Yangon city;
- iii. Setting up a methodology to properly approach the urban planning and management of Yangon Downtown Area through a complete survey of the culturally and historically valuable buildings in Yangon;
- iv. Drafting a Regulatory Framework for Yangon Downtown which may facilitate the preservation of this area, while identifying application of sustainable tourism policies and viable Public Private Partnership to ensure the community engagement to historical heritage protection and the establishment of tangible and intangible benefits for the local residents and the local small and medium enterprises;
- v. Leading a tangible example of a requalification area plan in Yangon Downtown, applying the principles established in the above mentioned Regulatory Framework for Yangon Downtown, selecting a significant area of intervention (i.e. Strand, Pansodan) encompassing a colonial building to restore, requalify and re-use for public/artistic/social use.

Additionally, the Service Provider will provide Technical Assistance to the YRCMO in the frame of this Project (represented by the Contracting Authority) with reference to the implementation of the mentioned activities, assuring prompt collaboration and, upon request, technical guidance and expertise for the monitoring of the actions related to the component “requalification and re-use of a selected building” to be carried out within the Project “Tourism and Cultural Heritage: Phase 1” (AID 10725).

During the implementation of the assignments indicated above, the Service Provider will take as references conservation principles, methodologies, procedures and techniques adopted at international level, as defined in relevant international Charts and Recommendations (UNESCO, ICCROM, ICOMOS). The main theoretical and practical references that may be used for the Service may be, among others, the followings:

- 1964, ICOMOS International Charter for the Conservation and Restoration of Monuments and Sites (The Venice Charter);
- 1972, Convention on the Protection of the World Cultural and Natural Heritage (World Heritage Convention);
- 1987, Charter for the Conservation of Historic Towns and Area (Washington);
- 1993, ICCROM/ICOMOS Management Guidelines for World Heritage Historic Sites;
- 1994, Nara Document on Authenticity;
- 1999, Charter on the Built Vernacular Heritage (Mexico);
- 2003, Convention for the Safeguarding of the Intangible Cultural Heritage;
- 2005 (revised), UNESCO/WHC Operational Guidelines for the Implementation of the World Heritage Convention;
- 2011, Recommendation on the Historic Urban Landscape;
- 2013, Burra Charter and relevant practice notes;
- Other relevant Charters, Recommendations and Declaration regarding cultural heritage, urban planning in historical cities, sustainable tourism, etc.

At local level, the following documents shall be also duly considered by the Service Provider for the execution of relevant tasks:

- 2013, Myanmar Tourism Master Plan 2013 – 2020 with additional outcomes in terms of Action Plans and similar relevant documents;
- 2016, Yangon Heritage Strategy;
- Other recent up-to-date documentation approved by the relevant line ministries, Strategic Papers drafted with the contributions of CPs or CSOs.

3.1.2 Geographical area to be covered

The area to be covered by the Service is the City of Yangon, keeping a comprehensive approach, but mainly targeting the area of Downtown where most of the culturally valuable and historical heritage buildings of public ownership are located. As per the formulation phase, the identified area to be targeted for the requalification proposal was the part of Downtown Yangon around Strand and Pansodan Street.

The Bidder will clarify in the Bidding Application (Technical Offer), the specific area that will be targeted by the detailed survey of historically significant buildings.

3.1.3 Target groups

Target groups of the present Service will be primarily the YRCMO and the relevant staff, Line Ministries having ownership of building with historical values in Yangon City, social groups and communities living in the City of Yangon and namely in Yangon Downtown Area.

3.2 Specific activities and Deliverables

Detailed indications on how the following activities will be carried out by the Service Provider shall be provided in the *Organization and Methodology Document*. The Bidders shall submit the *Organization and Methodology Document* within the Technical Envelope of the Bidding Dossier.

TA1 Providing guidelines for enabling the YRCMO to lead effectively the process of upgrading and modernizing the City of Yangon.

In order to establish a sustainable, effective and long term management of the city of Yangon, the Service Provider shall provide all the qualified Technical Assistance to the YRCMO to establish relevant mechanisms to lead effectively the process of upgrading and modernizing the City of Yangon, contributing to improve the living conditions of its citizens. The Service Provider shall provide on-going technical assistance to YRCMO assuring that all the various activities mentioned in the ToR are carried out with the full understanding of the objectives/methodologies/organization and communication flow by the YRCMO.

For the proposed task the Service Provider should deliver the followings:

TA1.1 Proposed list of priority challenges (maximum 6) to be addressed. Identification of the priority challenges and issues in Yangon City and elaborate a list of tasks based on priorities, with specific regards to cultural and historical heritage, and a list of challenges to be tackled and interventions to be prioritized (with relevant justifications and argumentation). Before the signature of the Contract with the successful bidder, AICSY in close collaboration with YRCMO will identify **from 3 to 5** priority topics to be addressed (as per TA1.3) chosen among those proposed by the successful bidder.

The topics shall fall within the realm of urban planning, including (but not limited to) infrastructure upgrading, heritage conservation and requalification, community involvement and multi-cultural groups engagement, water and sanitation issues, transportation, car parking management, street vendors' regulations, green areas conservation, development of marketing and promotional plans for the city, public security, identification of sustainable tourism policies

etc. Bidders are encouraged to propose a cost and benefit study of upgrading of Yangon City, analysing economic and social impacts determined by the valorisation of its historical and cultural assets, emphasizing the environmental and social positive impact of the improvement of the city living standards with the protection of cultural tangible and intangible heritage and community engagement, taking in duly consideration the consequences of a possible gentrification of Downtown area (increasing cost of rental housing, urban displacement and the social effects) and proposing mitigation strategies.

The topics to be addressed will be proposed in the Bid Application (Organization and Methodology Document) and then agreed with YRCMO and AICSY and developed in the Recommendations document (TA1.3).

TA1.2 Stakeholder analysis: evaluation and assessment of all the local/regional/international stakeholders involved in the city planning, management, development. Understanding of their role, mandate, contribution to positive change according to the identified strategic approach for the upgrading and modernization of the City of Yangon, critical aspects, etc.

TA1.3 Recommendations documents for upgrading and improving Yangon City. With specific regards to the topics agreed with YRCMO and AICSY, development of 3 to 5 detailed action plans and recommendations documents.

TA1 Time frame: to be executed/submitted within 9 months from the Contract entry into force.

TA2 Providing guidelines and specific indications on how to coordinate, on a technical level, the various Cooperation Partners (CPs) available to fund (or already funding) projects for upgrading and modernizing Yangon city.

Considering the importance of protecting, upgrading and modernizing Yangon City, the Service intends to provide the guidelines as well as practical indications to the YRCMO to coordinate and cooperate with the various CPs, ensuring solid partnerships and technical as well as financial support for relevant actions to be implemented for sustainable development. The Service Provider should actively participate to all the CPs meetings regarding Yangon City and meet with CPs to gather information regarding on-going, just accomplished or newly identified activities related to the broader scope of upgrading and modernizing Yangon City and verify of the opportunity for them to proceed financing/contributing with activities within the realm of urban planning, including (but not limited to) infrastructure upgrading, heritage conservation and requalification, community involvement and multi-cultural groups engagement, water and sanitation issues, transportation, car parking, street food vendors management, development of marketing and promotional plans for the city, public security, sustainable tourism etc..

For the proposed task the Service Provider should deliver the followings:

TA2.1 Guidelines regarding the CPs coordination mechanisms, presenting a draft strategy to coordinate and optimize the resources made available by the various CPs to effectively proceed in the upgrading and modernizing Yangon City. The document shall define a strategy for involving the CPs in the upgrading of Yangon City, including the proposals of involvement and coordination plan/scheme; recommendations regarding communication strategies, indications on the human resources (quantity, profiles and experience) needed to carry out the relevant tasks which enables to optimize the present set-up/HR of YRCMO and/or advise on potential upgrades, etc.

TA2.2 Organization of at least 1 coordination meeting/workshop among CPs. In coordination with the YRCMO and the AICSY and upon their formal approval, logistic and technical organization of at least 1 coordination meeting among CPs regarding the proposal of a joint strategy to upgrade and modernize Yangon City, protecting the cultural heritage, improving the living conditions of the inhabitants and engaging the local multi-cultural

communities. The material elaborated for the meeting (Power-point presentations, minutes of the meetings and/or final proceedings of the meetings) shall be submitted to the Contracting Authority as indicated.

TA2 Time frame: to be executed/submitted within 4 months from the Contract entry into force.

TA3 Carrying out a comprehensive survey of culturally and historically significant buildings in Yangon Downtown.

The first step to protect cultural heritage and cultural assets is having a clear view on where they are, their ownership, responsibilities, conditions, understanding their weaknesses and the opportunities for valorising them. The realisation of a detailed survey and an inventory of built structures and possibly open spaces would serve as an information baseline for the preparation of appropriate conservation and rehabilitation policy to be enforced in the Downtown area.

The main goal of the inventory is to provide the YRCMO and the other concerned administrations with a tool to better understand the current situation, plan the rehabilitation, control and monitor building activities, as well as the overall physical and functional transformations which may affect the urban fabric of the historic city. The survey is therefore intended to provide updated and comprehensive information, which would help establish the degrees of protection and to define priorities and the possible required interventions, thus giving the officials and the professionals of both the public and the private sectors a clear and solid base to plan and design the work to be undertaken. It is believed that this will result not only in increased capacity for the protection of the architectural and urban heritage, but also in a broader awareness of the values to be preserved and enhanced. For this reason, the Service Provider should consider the opportunity to develop an inventory that can also be publicly accessible.

The survey shall be prepared, submitted to the Contracting Authority (AICSY), and eventually handed over to YRCMO for future use. The survey shall be targeting a specific area of Yangon Downtown to be selected based on the relevance of the historical buildings located therein. In order to have a balanced approach, the survey shall not be limited to the analysis of colonial buildings. In this manner, the Service Provider shall be open to list and include also some examples of religious buildings and/or traditional assets in the perspective of having a neutral approach towards the multi-cultural and multi-ethnic aspects populating Downtown Yangon. The survey will be considered within the resources made available by the Project funds allocated for these purposes and within the relevant time constraints. The area and the number of buildings to be surveyed will be proposed in the Bid application (Organization and Methodology Document) and then agreed with YRCMO and AICSY (as Contracting Authority).

Please note that the proposed data collection sheet to be utilized for the survey of the culturally and historically significant buildings shall be preliminary submitted during the Bidding phase for evaluation of the bid, whereas an Updated Data collection sheet shall be provided during the Contract implementation (please see Annexes B and C: Terms of Payment).

For the proposed task the Service Provider should deliver the followings:

TA3.1 Proposed data collection sheet to be utilized for the survey of the culturally and historically significant buildings. The data sheet fields may include, but are not limited to, the following aspects: Name of the building/asset; GPS Coordinates; Geographical area; Cadastral number and map; Overall Surface; Functions and current state of occupancy; Original destination of use/evolution of the destination of use; Historic context and historical significance; Cultural and social significance; Legal ownership/property and its evolution along history; Brief description; Present conditions; Design; Materials; Setting, Digital Photographs; Drawings; Archival documents; Potential re-qualifications; Proposed destination of use (if any); General assessment with indication of priority interventions; (Wherever possible) a preliminary cost estimation of the needed urgent intervention based on local market costs; Other aspects

relevant to the scope of the Service. It will be submitted in the Technical Envelope of the Bid Application.

TA3.2 Updated data collection sheet to be utilized for the survey of the culturally and historically significant buildings: this document should be improved with the additional verification and data acquired by the Service Provider during the Service implementation. It will be submitted within 1 month from the Contract entry into force.

TA3.3 List of 400 to 600 buildings or tangible cultural assets that will be surveyed according to priority of interventions/interest/cultural sensitivity documented and agreed with the YRCMO and AICS Yangon Office. In the Technical Offer the Bidder will propose a minimum number of building or cultural assets that he will be able to survey within the contract. The proposed number will be supported by: i) a description of the rationale used to identify the proposed number of sites, and ii) a brief description of the Bidder's capacity to perform the survey of the proposed number of sites. Following the award of the contract the Service Provider will have to consolidate the number of sites and finalise the list of 400 to 600 buildings or cultural assets with relative details. The List will be submitted within 1 month from the Contract entry into force.

TA3.4 Submission of the Survey/Inventory for Yangon Downtown selected buildings with complete data sheets. The proposed task may include, among others, the following activities: consultation with the YRCMO and with the Yangon City Development Committee (YCDC) representatives in order to duly understand the priorities and ideas regarding the cultural assets, constraints, challenges on the protection of the Yangon Heritage; Site visits to Yangon Downtown area to collect and/or verify data, GPS coordinates etc.; Photo documentation and measurements if needed, etc.; Consultation with the multicultural communities in the Yangon Downtown area to identify tangible and intangible aspects of the historical and cultural assets of the area, adding social and living heritage among the elements of evaluation, if appropriate.

TA3 Time frame: to be executed/submitted within 11 months from the Contract entry into force.

More points would be given during the evaluation of Technical Offer to the Bidder proposing to organize the information collected through the survey into a database that can be continuously updated and, at least partially, consulted by the public. The inventory could be designed to construct a GIS that could be used by the YRCMO, and possibly by any other concerned administration, aimed at eventually supporting the future preparation and the evaluation of more complex and articulated conservation policies. The awareness that the data collected will need not only to be updated, but also integrated and complemented with other, suggests the idea of an "open" information structure that can be implemented in the subsequent phases. Therefore, the database could be conceived as a system to be eventually fed with the outcomes of other further surveys and research to be carried out as necessary components of a long term and lasting policy to be developed by the institutions concerned. The utilisation of open sources tools for GIS based inventories would be considered as an asset.

TA4 A Draft of a Regulatory Framework for Yangon Downtown which may facilitate the preservation of this area.

To enforce the capacities of the YRCMO to deliver tangible results in the process of upgrading and improving Yangon City from an urban planning point of view, the Service Provider will provide guidelines and indications on how to contribute in improving the legal framework related to cultural heritage assets and social value ensuring a sustainable development into a more liveable city. Identify the limits and margin for improvements of the existing legal instruments and gathering elements useful for the elaboration/finalisation of the Heritage Law or similar regulations under elaboration at present.

Guidelines should also identify application of sustainable tourism policies and viable Public Private Partnership to ensure the community engagement to historical heritage protection and the establishment of tangible and intangible benefits for the local inhabitants and the local small and medium enterprises.

The Service Provider will provide suitable indications regarding the elaboration of a Regulatory Framework, while contributing with proposals/remarks to the drafting of the Heritage Law.

The draft is prepared, discussed with the YRCMO focal point and/or relevant personnel, finalised, presented to the YRCMO and delivered.

For the proposed task the Service Provider should deliver the followings:

TA4.1 Guidelines for enforcing/improving the legal aspects: indications regarding the improvement for the existing regulations, of provisions to be inserted in new laws, decree, statutes referring to the protection of the cultural and historical heritage at local and/or national level, recommendations for additional regulations that may be proposed for enforcing the action plan for upgrading and protecting the cultural assets of Yangon Downtown.

TA4 Time frame: to be executed/submitted within 3 months from the Contract entry into force.

TA5 Identifying a list of 6 to 8 historically valuable buildings selected among the vacant ones owned by public institutions that may be restored or re-qualified and re-used for social/cultural purposes.

In order to contribute to the project activities of the Project “Cultural Heritage and Tourism – Phase 1” (AID 10725), the Service Provider is requested to submit a list of buildings that can be proposed for a short-term restoration and requalification program and suitable to be re-used for public/artistic/social use.

For the proposed task the Service Provider should deliver the followings:

TA5.1 Proposed detailed data collection sheet to be utilized for the detailed survey of the 6 to 8 buildings. The data sheet fields may include, but are not limited to, the following aspects: Name of the building/asset; GPS Coordinates; Geographical area; Cadastral number and map; Overall Surface; Functions and current state of occupancy; Original destination of use/evolution of the destination of use; Historic context and historical significance; Cultural and social significance; Legal ownership/property and its evolution along history; Brief description; Present conditions; Design; Materials; Setting, Digital Photographs; Drawings; Archival documents; Potential re-qualifications; Proposed destination of use (if any); General assessment with indication of priority interventions; (Wherever possible) a preliminary cost estimation of the needed urgent intervention based on local market costs; Other aspects relevant to the scope of the Service. It will be submitted in the Technical Envelope of the Bid Application.

TA5.2 Updated detailed data collection sheet to be utilized for the detailed survey: this document should be improved with the additional verification and data acquired by the Service Provider during the Service implementation. It will be submitted within 1 month from the Contract entry into force.

TA5.3 List of the selected 6 to 8 buildings that can be utilised as suitable example for restoration and/or re-qualification in the short/mid-term with relevant filled data sheets.

The proposed buildings shall be selected among those with characteristic that can effectively contribute at setting up case-studies/methodology to properly approach the urban heritage protection and upgrade of Yangon Downtown Area, compliant with the following:

- a) Be of historical value (clear indication of the building period, features, artistic value, social aspects etc. shall be provided in the document);
- b) Be of public ownership (ministry or relevant institution);

- c) Be vacant (preferable) or under-utilized (in this case it shall be made sure that the area of proposed intervention does not conflict with the present activities carried out in the building);
- d) Having characteristics that make it suitable to be fully or partly restored and re-qualified and eventually re-utilised for artistic purposes (preferable) or socially valuable activities, or, as alternative, the destination of use already identified by the public institution owning the building can be provided;
- e) Having a preliminary no objection from the public institution having ownership of the building and on the proposed destination of use;
- f) Having characteristics that allow them to be a pilot project/case study to illustrate the potentialities of requalification of buildings in Downtown Yangon (desirable criterion);
- g) Having the possibility to be restored and re-qualified with design and works execution overall estimation not exceeding (for the full building or for a self-standing complete requalification project of a significant portion of it) EUR 500,000.

The identified buildings shall have the preliminary approval of the YRCMO and the relevant no objection to the utilisation and destination of use of the line Ministry owning the premises. Written evidences of the mentioned clearances will be requested by the Contracting Authority upon decision of the building selected for carrying out the requalification project.

The list will be submitted within 2 months from the Contract entry into force.

TA5.4 Elaboration of comprehensive data sheets (as per TA5.2) for the 6 to 8 selected buildings which clearly present elements useful for support an informed decision from the YRCMO and the Contracting Authority on the possibility to proceed with relevant requalification plan for one (or for self-standing well defined portion of one) building among the presented ones. Description of the preliminarily identified destination of use for each building shall be provided at this stage and relevant information to avoid overlapping with other plans and projects; requirements and fitting in the available financial resources. The data sheets will be submitted within 2 months from the Contract entry into force.

TA5.5 Draft of a feasibility study with detailed destination of use. Upon selection of one building from the AICSY (in coordination with YRCMO), proposal of a feasibility study for implementing a re-qualification intervention on the selected building. Taking into account the opportunity to utilize part of the available space for the promotion of Italian Culture with the premises made available with a free of charge/subsidized rates rent for an amount of time to be agreed upon. Specific indications on this regard will be provided by the AICSY and the Italian Embassy. The feasibility study will be submitted within 20 days from the communication by the Contracting Authority for the selected building.

TA5.6 Comprehensive study providing indications on the institutional and financial mechanisms for affordable maintenance and management for the selected historical building. Upon selection of one building from the AICSY (in coordination with YRCMO), indication of institutional and financial mechanism of affordable maintenance and management of the historic building for the building selected for implementing a re-qualification intervention.

TA5 Time frame: to be executed/submitted within 5 months from the Contract entry into force.

Upon request, Technical Assistance to the Contracting Authority, during the evaluation of the proposed list of buildings and further clarifications that may be asked by the Contracting Authority shall be provided by the Service Provider accordingly.

TA6 Leading a tangible example of a requalification area plan in Yangon Downtown. Applying the principles established in the above mentioned Regulatory Framework for Yangon

Downtown (TA4), the Service Provider, in consultation with YRCMO, will propose to the Contracting Authority two significant areas that can be proposed for an urban requalification and upgrading program (i.e. Strand, Pansodan).

For the proposed task the Service Provider should deliver the followings:

TA6.1 List of 2 to 3 areas to be proposed to the Contracting Authority for requalification purposes for preliminary verification of the compliance of the identified areas to the following criteria:

- a. Be in Yangon Downtown;
- b. Having characteristics that make it suitable to be upgraded and re-qualified;
- c. Having characteristics that allow them to be a pilot project/case study to illustrate the potentialities of requalification of Downtown Yangon;
- d. Encompassing the building selected for the pilot restoration in the previous point (TA5). Desirable criterion.

The List will be submitted within 2 months from the Contract entry into force.

TA6.2 Elaboration of a feasibility study for the selected area. Upon selection of one area from the AICSY (in coordination with YRCMO), proposal of a feasibility study which clearly present elements useful for support an informed decision from the YRCMO and the Contracting Authority on the possibility to proceed with relevant requalification plan for the area selected among the presented ones; requirements and fitting in the available financial resources. The feasibility study will be submitted within 3 months from the Contract entry into force.

TA6.3 Preliminary requalification plan for the selected area. Upon selection of one area from the AICS Yangon Office (in coordination with YRCMO), submission of preliminary project and a pilot business plan with indications of intervention.

TA6 Time frame: to be executed/submitted within 7 months from the Contract entry into force.

Upon request, Technical Assistance to the Contracting Authority, during verification and evaluation of the proposed areas; further clarifications that may be asked by the Contracting Authority shall be provided by the Service Provider accordingly.

3.3 Detailed Indications

The Service Provider shall carry out all necessary **surveys** and **data collection** related to the Service for providing state of the art information on the sector. For these aspects, the Service Provider shall coordinate with all concerned entities (governmental and non-governmental institution such as YRCMO, Ministries, YCDC, Association of Architect & Engineers, Universities, Heritage Associations, CSOs, CPs etc.)

The Service Provider shall prepare and propose **various guidelines documents** as well as **conceptual generic model(s)** including **methodology, procedures and coordination tools, management mechanisms**, etc. The guidelines document shall assure the practical and operational utilization of the proposed tools and mechanisms, be prepared in a user-friendly manner to guarantee effectiveness and sustainability of the proposed actions by the YRCMO or other related end-users.

The Service Provider shall constantly **ensure Technical Assistance** to the YRCMO and shall provide support to the project activities on specific technical aspects. This aspect includes the organization of a coordination meeting or workshop addressed to the CPs to introduce the preliminary action plan for the upgrading of Yangon City with the protection and valorisation of Downtown Yangon (TA2.2). In this regard, upon consultation with the YRCMO (which will grant its patronage to the event) and the AICSY, the Service Provider shall organize and be in charge of

all aspects related to the logistic preparation and the implementation of this meeting/workshop including planning (calendar, number of participants, speakers etc.), presentations, agenda, interpreters and overall logistics.

The above-mentioned activities shall be carefully described and detailed in the *Organization and Methodology Document* within the Technical Envelope of the Bidding Dossier that will be submitted by the Bidders. The *Organization and Methodology Document* will be evaluated to establish the quality of the Service, the capacity of the Bidder to duly understand the scope of works and relevant constraints, finding solutions to overcome eventual problems, etc.

The mentioned documents shall be submitted by the Service Provider to the Contracting Authority as progressive outcomes of the above 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.

All the listed documents shall be prepared in English language for official submission to the Contracting Authority. Unless otherwise provided, a translation in Myanmar language shall be prepared 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 at the end of each phase as per provided table. 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.

3.4 Project management

3.4.1 Responsible body

The Contracting Authority is the AICSY which shall be therefore responsible for managing this Contract.

3.4.2 Management structure

The Service Provider shall be managed by the Contracting Authority, i.e. the AICSY that will issue all approvals and payment releases under the monitoring and guidance of its Director.

For any technical aspects that need to be discussed, the Service Provider shall inform the Contracting Authority, which will proceed in consultation with the YRCMO, as main beneficiary of the Service. The Service Provider shall act in full cooperation and coordination with the Contracting Authority and namely with the AICSY experts delegated by the Director to manage the Project activities. No decision regarding the Technical Assistance comprised in these ToR will be adopted without having the previous approval of the YRCMO and/or relevant involved authorities of Myanmar Government. The Contracting Authority will coordinate between the Service Provider and the YRCMO to ensure the proper execution of the services. The Service Provider shall also coordinate in a professional manner with all the involved authorities and/or local stakeholders for the best results of the Project with due diplomacy and respect for the roles, responsibilities and mandates of each of them.

3.4.3 Facilities to be provided by the Contracting Authority and/or other parties

No physical facilities shall be provided by the Contracting Authority. Whenever needed, the YRCMO will provide supporting letters or written certificates to facilitate local surveys or other assignments to be undertaken by the Service Provider. The Service shall be provided as outsource service, therefore the YRCMO will not provide to the Service Provider relevant office space or dedicated desks. Coordination between the Service Provider and the YRCMO will be carried out through a Focal Point in the YRCMO, who will be liaising and facilitating the implementation of the Service. The name and contacts of the Focal Point person shall be communicated officially by the YRCMO to the Contracting Authority and to the Service Provider, following the official communication of the Contract signature by the Contracting Authority to the YRCMO.

4 LOGISTICS AND TIMING

4.1 Location

The Technical Assistance to YRCMO is intended to be carried out in Yangon Region and mainly in Yangon City. The Service Provider, due to the nature of this Service will be asked to carry out frequent site visits and surveying activities to Yangon Downtown and, in certain occasion, may need to coordinate/meet with relevant line Ministries (i.e. Ministry of Finance, Ministry of Construction, Ministry of Hotels and Tourism, Ministry of Religious Affairs and Culture, etc.) or to other public administrations, CSOs etc. These entities are mainly located in the capital Nay Pyi Taw or Yangon.

4.2 Start date & Period of implementation of tasks

The commencement date is established at Article 6 of Annex C: Contract Template:

The present Contract will enter into force following the official Communication from the Contracting Authority to the Yangon Region Chief Minister Office of the signature of the Contract by the Service Provider which was successful following the competitive procedure.

Relevant official Communication to the Service Provider will be sent accordingly and will constitute a Notice to Commence of relevant Service Contract Activities.

The period of execution of the Contract will be 12 (twelve) months from the commencement date. The Service Provider is requested to detail the period of execution providing a specific work-plan (Technical Envelope of the Bidding Dossier) based on the indications provided regarding the due dates for deliverable submissions and relevant Service Contract Reporting activities. The mentioned documents shall be submitted by the Service Provider to the Contracting Authority as progressive outcomes of the above indicated activities following the Project Schedule agreed before the signature of the Contract.

5 REQUIREMENTS

5.1 Staff

The Service Provider shall employ professional staff as may be necessary to fulfil all his obligations under these Terms of Reference and relevant Contract. No key staff shall be mobilized until the Service Provider has received the Contracting Authority's written approval for each staff member. The Service Provider shall maintain the complete key staff required for the whole duration of the Contract.

The Service Provider shall propose an adequate organization of services, the composition of the teams of experts, their inputs, and the support services needed. The Service Provider shall provide the requested services within his premises. He shall have in-house production facilities relative to the project's needs.

The Contract covers work requiring knowledge of many disciplines including, but not restricted to, the following: Project Management, Urban planning, Architecture and Heritage Conservation, Economy and Socioeconomic aspects, Legal Aspects, Art History, Tourism Development and Community involvement, Public Relations, etc.

The Service Provider's team shall contain experienced professionals with a good all-round knowledge and shall be supplemented, when necessary, with experienced specialists. While professional staff shall be from the Service Provider's full time staff, it is recognized that some specialists may not be available on a full-time basis, and it may be necessary for the Service Provider to employ certain specialists on a short-term basis, with the Contracting Authority's prior approval.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

As part of the Technical Offer, Bidders will have to provide a summary table where they will detail the proposed personnel to be involved in the project (key experts, other experts and support staff) and the relevant number of inputs days of each member of the personnel per each TA.

5.1.1 Key experts

All experts who have a crucial role in implementing the Contract are referred to as key experts. The profiles of the key experts for the requested Services, shall comply with the following indications:

Key expert 1: Team Leader/Project Manager

Qualifications and skills: University Degree in Economics or a discipline directly related to the Project's scope of work (e.g. legal studies, history, architecture, etc.), or, as alternative, equivalent long term professional experience (the submitted CV shall clearly qualify the relevant professional experience detailing the tasks and responsibilities, length of the assignments etc.); strong communication and leading skills (English and Myanmar languages are requested); diplomacy; analytical skills; cultural sensitivity and motivation capacities;

General professional experience: for the present Service's assignment, it is requested a minimum of 8 years' local expertise in dealing with cultural heritage and/or historical urban cities management, although an experience equivalent to or of more than 10 years will be preferred;

Specific professional experience: specific experience in projects related to development of urban planning is requested. The desirable candidate has proven experience of professional activities

regarding to the protection of historical city centres in combination with sustainable development approaches; knowledge or experience in promotion of Public Private Partnership (PPP); definition of institutional and financial mechanism for local urban development etc. is preferred.

Key expert 2: Urban planning Expert

Qualifications and skills: University Degree in Architecture or Engineering, Master level or equivalent professional experience is requested. The submitted CV shall clearly qualify the relevant professional experience detailing the tasks and responsibilities, length of the assignments etc.; capacity to carry out sound pieces of research analytical skills, good communication skills, professional experience in working with AutoCAD or equivalent software for project design and image manipulations, render etc.; knowledge of the local and international regulations in terms of Cultural Heritage, Heritage Protection, Construction Permissions etc.;

General professional experience: for the present Service's assignment, it is requested a minimum of 8 years' local expertise in dealing with urban planning in historical city centres, although an experience equivalent to or of more than 10 years will be preferred;

Specific professional experience: Previous demonstrated experience in carrying out survey of architectural assets for inventorying and urban planning and management. The desirable candidate has the capacity to analyse, elaborate and summarize architectural and non-architectural data into well-organized data sheet; he/she has previous experience in projects related to the urban planning in historical cities or with cultural heritage constraints; previous experience in preparing database and inventories for urban planning also utilizing GIS systems, and experienced in enforcing zoning regulations; experience in drafting and/or elaborating practical urban planning guidelines, with knowledge of building by-laws for historic city centres. Previous experience in capacity building processes is preferred.

The Service Provider shall note that the **Team Leader/Project Manager** is responsible for managing and overlooking all the Service components.

Working Hours

The Service Provider's personnel will be expected to work such hours as are necessary to carry out their duties. No additional payment will be considered in respect of overtime.

5.1.2 Other experts & support staff

CVs for other experts should not be submitted in the bid, but the Bidders will have to demonstrate in their offer that they have access to experts with the required profiles according to the work program indicated and consistent with the Organization and Methodology Document contents. The bidder will have to provide basic information on the other experts and support staff experience including sector and level of expertise and proposed time allocated to the project.

According to the present Project, it is foreseen that the following expertise may, among others, be helpful for the execution of this Service: legal expert, photographer, junior architect or junior engineer, interpreter/translator, tourist expert, social expert, graphic designer, etc.

Whenever needed, the Service Provider shall hire non-key-experts as required by the fulfilment of the Service tasks and indicate relevant identified profiles in the Technical Envelope - Organisation & Methodology submitted with the Bidding Dossier.

5.2 Office accommodation

Office accommodation for each expert working on the Contract is to be provided by the Service Provider.

The Service Provider may utilize the premises of its ordinary activities provided that they may be fitting for the purpose. The Office premises shall be equipped with telephones, e-mail communications and other requirements necessary for providing the Services in an adequate and professional manner, enabling, when needed, to carry out small meetings with the YRCMO focal point and/or Contracting Authority representative(s). The Service Provider shall furnish and equip the offices and shall provide all consumables and stationery. The Service Provider shall provide all transportation vehicles, surveying equipment, and other tools needed to carry out the required duties.

5.3 Facilities to be provided by the Service Provider

The Service Provider shall ensure that experts are adequately supported and equipped. In particular, he/she shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the Contract and to ensure that its employees are paid regularly and in a timely fashion.

5.4 Equipment

No equipment is to be purchased on behalf of the Contracting Authority/YRCMO as part of this Service Contract or transferred to the Contracting Authority/YRCMO at the end of this Contract. Any equipment related to this Contract which is to be acquired by the YRCMO must be purchased by means of a separate supply tender procedure and shall not be related, unless otherwise provided, to the Project “Tourism and Cultural Heritage – Phase 1” (AID 10725).

6 REPORTS

6.1 Reporting requirements

The Service Provider shall submit to the Contracting Authority the following reports in English language in one original and 2 copies, and with relevant soft copies provided by CD/DVD/USB keys or alternatively by e-mail whenever possible and upon previous acceptance from the Contracting Authority:

1. **Inception Report** of maximum 15 pages (excluding annexes, if any) to be submitted within one month from the Contract entry into force. In the report the Service Provider shall present a clear and detailed description of the qualified Technical Assistance they will provide to the YRCMO with reference to the present Service Contract, the detailed work program and the submission of the Documents referring to TA1.1, TA3.1, TA3.2, TA3.3, TA5.1 and TA5.2.
2. **Final Report** of maximum 30 pages (of main text, excluding annexes) in A4 format (A3 format for drawings or data sheet tables, if required) to be submitted within 12 months from the Contract entry into force. The report shall clearly detail the Technical Assistance activities to the YRCMO carried out during the Contract and contain sufficiently detailed description of the main outcomes of the various Tasks undertaken by the Service Provider during the Contract implementation, summarizing the significant indications and guidelines to support an informed decision from the YRCMO and the Contracting Authority mainly on the following key aspects: action plan with relevant financing options for the future (namely possibility of accepting soft loan funding and relevant mechanism of approval); road map for the requalification of Yangon

Downtown, PPP mechanisms, soft component of community involvement and/or local tourism development projects. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice to enable the issuance of the final payment.

Payments to the Service Provider shall be made according to the payment schedule stated in the Instruction to Bidders, Par 9 (see also Annexes B and C: Terms of Payment). All payments related to reports and deliverables listed in the present document and in the Bidding Dossier shall be processed only upon approval of the Contracting Authority on the submittals and payments requests.

In this regard, the payment process shall not start until the Contracting Authority issues approval on the Service Provider's submittal.

6.2 Submission & approval of progress reports

The report referred to above must be submitted to the Contracting Authority which is responsible for approving the reports. 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.

7 MONITORING AND EVALUATION

7.1 Definition of indicators

Bidders will have to include in the Technical Offer a proposed set of indicators for contract's monitoring and evaluation. This may include the: number and type of deliverables per each activity, the submission of research documents and periodic reports within the set deadlines and the quality of the documents produced, the level of interaction of the Service Provider with the Contracting Authority and the YRCMO.

Following the contract award, before the signature of the contract, the Service Provider will submit the final set of indicators for the approval of the Contracting Authority.

ANNEX B - Indicative Project Schedule

[illegible]

The schedule intends to clarify the maximum timeframe for deliverables submittal. The Bidder shall further define it and possibly improve it in the Technical Offer (Annex F - Point 3)

Ufficio di Yangon

PROJECT: "TOURISM AND CULTURAL HERITAGE – PHASE 1" AID N. 10725
TECHNICAL ASSISTANCE SERVICES TO YRCMO AND SUPPORT FOR THE REQUALIFICATION OF
YANGON HERITAGE
CIG(BID CONTRACT IDENTIFICATION No.): **7099405656**

SERVICE CONTRACT Between

The Italian Agency for Development
Cooperation - Yangon Office
(Hereinafter referred to as the "Contracting
Authority")

Represented by the Director Eng. Maurizio Di
Calisto,

and

**Name of the Organization (To Be Added
)**

(Hereinafter referred as
"the Service Provider")

with legal office in

Represented by Mr./Ms. **Name of
Representative (TBA)**
ROLE

WHEREAS

With Decree of the Steering Committee n. 191 dated November 19, 2015, the Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs and International Cooperation (as per former Law 49/87) authorized the allocation of funds for the Project "Tourism and Cultural Heritage - Phase I" (AID 10725);

That pursuant to Article 32, paragraph 1, of Italian law no. 125 dated 11 August 2014 and Article 25, paragraph 4, of the Ministry Decree no. 113 dated 22 July 2015, starting from the 1 January 2016 all the rights and obligations relevant to the Project "Tourism and Cultural Heritage - Phase I" (AID 10725) were

CONTRATTO DI SERVIZI Tra

L'Agenzia Italiana per la Cooperazione allo
Sviluppo - Sede di Yangon
(d'ora in Avanti denominata "Stazione
Appaltante")

Rappresentata dal Titolare della Sede, Ing.
Maurizio Di Calisto,

e

**Nome dell'Organizzazione (indicare il
nome)**

(d'ora in avanti chiamata "il Fornitore del
Servizio")

con sede a

Rappresentata da **Nome del
Rappresentante
RUOLO**

CONSIDERATO

Che con Delibera del Comitato Direzionale n. 191 del 19 novembre 2015, la Direzione Generale per la Cooperazione allo Sviluppo del Ministero degli Affari Esteri e Cooperazione Internazionale (ex. Lg. 49/87) ha autorizzato lo stanziamento di fondi per il Progetto "Contributo italiano allo sviluppo del turismo sostenibile ed alla valorizzazione del patrimonio culturale del Myanmar: fase I" - AID 10725";

Che in ottemperanza all'Art. 32, comma 1 della Legge italiana n. 125 dell'11 Agosto 2014 e all'Art. 25, comma 4, del Decreto Ministeriale n. 113 del 22 luglio 2015, a partire dal 1 gennaio 2016 tutti i diritti e gli oneri relativi al Progetto "Contributo italiano allo sviluppo del turismo sostenibile ed alla

transferred to the Italian Agency for Development Cooperation in Rome (hereinafter referred to as AICS) and to the relevant competent Foreign Office in Yangon (hereinafter referred as AICSY);

That as per the last version of the General Operational Plan approved by AICS, the Project foresees, among other, the provision of Services for the Technical Assistance to the Urban Planning aimed at the re-qualification and valorisation of the historical heritage of Yangon;

That with Decree n. **xx/2017 of Month, Dayth, 2017**, the Director of AICS Yangon authorized the commencement of the bidding process for the present Service;

That the Contracting Authority on (date) published on the website www.ambyangon.esteri.it the Invitation to Bid for providing the “Technical Assistance Services to the Yangon Region Chief Minister Office (YRCMO) and Support for to the Requalification of Yangon Heritage” – CIG **7099405656**;

That the Organization (name) obtained the best score following the evaluation procedures of the technical and financial offers for the execution of the Services indicated under the previous point;

That the offer submitted on **Month Dayth, 2017** by the Organization was considered adequate and in line with the needs of the Program AID 10725;

That the Contracting Authority hence intends to engage the Services of the above mentioned Organization on the terms and conditions hereinafter set forth;

valorizzazione del patrimonio culturale del Myanmar: fase I” (AID 10725) sono stati trasferiti all’Agenzia Italiana per la Cooperazione allo Sviluppo (d’ora in avanti denominata AICS) e alla relativa Sede Estera competente a Yangon (d’ora in avanti denominata AICSY);

Che in accordo all’ultima versione del Piano Operativo Generale approvata dall’AICS, il Progetto prevede, tra l’altro, la fornitura di Servizi di Assistenza Tecnica qualificata per la Pianificazione Urbana volta al recupero e alla valorizzazione del centro storico di Yangon;

Che con **Determina a Contrarre n. xx/2017 del giorno mese 2017**, il Titolare della Sede ha autorizzato l’avvio della procedura di affidamento del presente Servizio;

Che la Stazione Appaltante in data ha pubblicato nel sito web www.ambyangon.esteri.it l’invito a presentare le offerte per la fornitura dei “Servizi di Assistenza Tecnica al Yangon Region Chief Minister Office (YRCMO) e Supporto per la Riqualificazione del Patrimonio Culturale di Yangon” – CIG **7099405656**

Che l’Organizzazione (nome) ha ottenuto il miglior punteggio a seguito delle procedure di valutazione delle offerte tecnica e finanziaria per la fornitura dei Servizi di cui al punto precedente;

Che l’offerta presentata dall’Organizzazione il **Giorno Mese 2017** è stata considerata congrua ed in linea con le necessità del Progetto AID 10725;

Che la Stazione Appaltante desidera quindi utilizzare i servizi dell’Organizzazione sopra menzionata secondo le modalità come qui di seguito definite;

That the Organization is ready and willing to accept this Service Contract with the Contracting Authority on the below Terms and Conditions.

THE PARTIES AGREE AS FOLLOWS

ART. 1 – SCOPE OF THE CONTRACT

In the framework of the project “Tourism and Cultural Heritage - Phase I (AID 10725)”, the Contracting Authority awards to the Service Provider, who hereby accepts, the execution and the completion of the “Technical Assistance Services to the Yangon Region Chief Minister Office (YRCMO) and Support for the Requalification of Yangon Heritage” – CIG **7099405656**.

The scope of this Contract is thus to provide the Services of qualified Technical Assistance aimed at proceeding with the necessary interventions and reforms to safeguard, conserve and valorise the historical heritage of Yangon City. More precisely, the Services under this Contract consist of carrying out all the necessary studies, researches, analyses and activities useful to provide Technical Assistance:

- to the Yangon Region Chief Minister Office (YRCMO) regarding the suitable protection, valorisation, management and promotion of Yangon historical and cultural heritage while establishing the future activities to be carried out, giving indications and recommendations for the effective management of the cultural assets of the city;
- to the project activities, for the identification of a culturally and historically valuable building to be conserved and re-used, and the formulation of a pre-feasibility study in the

Che l’Organizzazione intende accettare questo Contratto di Servizio con la Stazione Appaltante secondo i Termini e le Condizioni di seguito specificate.

SI CONVIENE E SI STIPULA QUANTO SEGUE

ART. 1 – OGGETTO DEL CONTRATTO

Nel quadro del progetto "Contributo Italiano allo sviluppo del turismo sostenibile ed alla valorizzazione del patrimonio culturale del Myanmar: prima fase – AID 10725", la Stazione Appaltante affida al Fornitore del Servizio, che accetta, l’esecuzione ed il completamento del “Servizio di Assistenza Tecnica al Yangon Region Chief Minister Office (YRCMO) e Supporto per la Riqualificazione del Patrimonio Culturale di Yangon”- CIG **7099405656**.

Oggetto del presente Contratto è i Servizi di Assistenza Tecnica qualificata finalizzati a consentire di procedere con i necessari interventi e le necessarie riforme utili a salvaguardare, conservare e valorizzare il patrimonio storico della città di Yangon. Più precisamente, i Servizi oggetto del presente Contratto consistono nell’esecuzione di tutti gli studi, ricerche, analisi ed attività utili a fornire Assistenza Tecnica:

- all’Ufficio del Governatore della Regione di Yangon (Yangon Region Chief Minister Office, YRCMO) circa la protezione, valorizzazione, gestione e promozione del patrimonio storico e culturale di Yangon, definendo un piano di attività, dando indicazioni e raccomandazioni per un’efficace gestione del patrimonio della città;
- alla attività di progetto AICSY, per l’identificazione di un edificio di valore storico e culturale e l’elaborazione del relativo studio di fattibilità per la realizzazione di un intervento di restauro,

perspective to deliver tangible results for the valorisation of Yangon's architectural heritage.

The following Annexes are an integral part of the present Contract:

- Annex I - Terms of Reference;
- Annex II - Technical and financial Offer of the Service Provider;
- Annex III - Implementation Schedule Proposed by the Service Provider;
- Annex IV - Logo of the AICS.

The Terms of Reference (Annex I) cannot be amended without prior written approval of the Contracting Authority.

In connection with the performance of its services under this Contract, the Service Provider shall neither seek nor accept instructions from any authority external to the Contracting Authority.

ART. 2 – ACTIVITIES CARRIED OUT BY THE SERVICE PROVIDER

The activities carried out by the Service Provider are described in Annexes 1 and 2, where related costs are also specified. The days and hours of work of the Service Provider's personnel shall respect the Myanmar laws, regulations and customs and the requirements of the services.

While executing the Contract the Service Provider will interact with the Contracting Authority providing regular updates to the Director of the AICSY and to the experts delegated by the Director for supervising the execution of the Contract.

al fine di fornire un risultato tangibile per il miglioramento della città di Yangon.

Costituiscono parte integrante del presente Contratto i seguenti allegati:

- Allegato I - Termini di Riferimento;
- Allegato II - Offerta tecnica e finanziaria del Fornitore del Servizio;
- Allegato III – Piano Attività Proposto dal Fornitore del Servizio;
- Allegato IV - Logo AICS.

I Termini di Riferimento (Allegato I) potranno essere emendati esclusivamente dietro il previo accordo scritto della Stazione Appaltante.

In relazione all'esecuzione di questo Contratto, il Fornitore del Servizio non dovrà né cercare né accettare istruzioni da qualsiasi autorità esterna alla Stazione Appaltante.

ART. 2 – ATTIVITÀ AFFIDATE AL FORNITORE DEL SERVIZIO

Le attività affidate al Fornitore del Servizio sono descritte nell'Allegato 1 e 2 in cui vengono specificati i rispettivi costi. I giorni e le ore di lavoro dello staff del Fornitore del Servizio rispetteranno la legge, i regolamenti e gli usi del Myanmar e i requisiti per tali servizi.

Durante l'esecuzione del Contratto il Fornitore del Servizio interagirà con la Stazione Appaltante, fornendo regolari aggiornamenti al Direttore dell'AICSY e agli esperti delegati dal Direttore alla supervisione del Contratto.

Based on the tasks listed above, the Service Provider is expected to produce the following deliverables in accordance with the timeline indicated in Annex I – Terms of Reference:

1. Providing guidelines for enabling the YRCMO to lead effectively the process of upgrading and modernizing the City of Yangon;
2. Providing guidelines and specific indications on how to coordinate, on a technical level, the various Cooperation Partners available to fund (or already funding) projects for upgrading and modernizing Yangon city;
3. Carrying out a comprehensive survey of culturally and historically significant buildings (400 to 600) in Yangon Downtown;
4. A Draft of a Regulatory Framework for Yangon Downtown which may facilitate the preservation of this area;
5. Identifying a list of 6 to 8 historically valuable buildings selected among the vacant ones owned by public institutions that may be restored or re-qualified and re-used for social/cultural purposes;
6. Leading a tangible example of a requalification area plan in Yangon Downtown.

The Contracting Authority shall, within 15 days of receipt, notify the Service Provider of its decision concerning the received documents and/or reports, and duly provide motivations and justifications in case any of them shall be rejected, or in case amendments are requested.

ART. 3 – CONTRACT AMOUNT

- a) The Service Provider undertakes to execute and to complete the actions indicated in the

Sulla base delle mansioni summenzionate, il Fornitore del Servizio dovrà fornire i seguenti prodotti secondo le tempistiche indicate nell'Allegato I – Termini di Riferimento:

1. Fornire Linee Guida per sostenere il YRCMO nell'avvio efficace del processo di riqualificazione e modernizzazione della città di Yangon;
2. Fornire Linee Guida ed indicazioni specifiche per il coordinamento, a livello tecnico, dei Cooperation Partners disponibili a finanziare (o che già finanziano) progetti per il miglioramento e la riqualificazione del centro storico di Yangon;
3. Svolgere una mappatura completa e comprensiva di 400/600 edifici significativi dal punto di vista storico e culturale di Yangon Downtown;
4. Elaborare una proposta di Quadro Normativo per la tutela dell'area di Yangon Downtown che possa facilitare la conservazione dell'area;
5. Individuare una lista di 6 fino ad 8 edifici storici di valore, scelti tra quelli non utilizzati o solo parzialmente utilizzati, di proprietà di istituzioni pubbliche e che possano essere proposti per restauro o riqualificazione ed impiegati per attività sociali/culturali;
6. Elaborare un esempio concreto di riqualificazione di un'area di Yangon Downtown.

La Stazione Appaltante, entro 15 giorni dal ricevimento, informerà il Fornitore del Servizio della propria decisione concernente i documenti o i rapporti ricevuti, motivando la decisione nel caso in cui gli stessi non siano accettati, o nel caso di richiesta di modifiche.

ART.3 - IMPORTO DEL CONTRATTO

- a) Il Fornitore del Servizio si impegna ad eseguire e completare le azioni indicate

Terms of Reference according to the timing and modalities agreed upon and in full compliance with the provisions of the present Contract at the price of EURO _____(and /100).

- b) This amount is fixed and includes all the activities, consultancies, personnel, vehicles, equipment and supplies, travelling and/or any other charge, even if not specifically mentioned in this Contract, which is necessary to complete all the actions foreseen for the Services, both in terms of quality and quantity;
- c) The Service Provider, by submitting his/her Offer, declares that all the general, particular and local circumstances and that any factor that could affect or influence both the material cost for the Service provision, for the required results and deliverables as well as the cost for the human resources, consultancies, expertise and transport charges, or any duties connected to the Service execution have been duly considered.
- d) Furthermore he/she declares to have considered, in defining his/her offer, the possible increases due to the rise of prices during the execution of the Services, and to renounce any claim in this regard.
- e) The Service Provider 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.

ART. 4 – PERFORMANCE SECURITY

nei Termini di Riferimento secondo i tempi e le modalità previste in piena ottemperanza alle disposizioni del presente Contratto per l'importo di EURO _____(e /100).

- b) Tale importo è fisso ed invariabile e comprende tutte le attività, le consulenze, il personale, i mezzi, le attrezzature, le trasferte ed ogni altro onere, anche se non specificamente previsti dal presente Contratto, che sia necessario a completare in tutte le loro parti, sia qualitativamente che quantitativamente, le azioni previste dal Servizio;
- c) Il Fornitore del Servizio dichiara di aver valutato, nella determinazione della propria offerta, tutte le circostanze generali, particolari e locali e gli elementi che influiscono tanto sul costo della realizzazione del Servizio, dei risultati e deliverables richiesti, quanto sul costo di personale e consulenze, nonché dei trasferimenti e in generale su quanto collegato all'esecuzione del Servizio.
- d) Dichiara inoltre di aver tenuto conto, nel formulare la propria offerta, di eventuali maggiorazioni per l'aumento degli importi che dovessero intervenire durante l'esecuzione del Servizio, rinunciando fin d'ora a qualsiasi azione o riserva in merito.
- e) Il Fornitore del Servizio è responsabile per il pagamento di servizi, tasse, assicurazioni e qualsiasi altra imposta governativa applicabile. In nessun caso la Stazione Appaltante sarà responsabile del pagamento di tasse relative a questo Contratto di Servizi.

ART. 4 – GARANZIA FIDEJUSSORIA

The signature of this Contract is dependent on the delivery by the Service Provider to the Contracting Authority of a Performance Security, according to the Art. 103 of the Italian Legislative Decree n. 50/2016 and following amendments, or of a certified Bank check in Euro headed to the Italian Agency for Development Cooperation AICS – Yangon Office, for an amount equal at least to 10% (ten per cent) of the Contract value.

ART. 5 - TERMS OF PAYMENT

Payments will be made by the Contracting Authority by bank transfer to the account number specified by the Service Provider and will be executed by tranches based on the submission of the Deliverables and/or Reports foreseen by the Service object of the present Contract as detailed in Annex I – Terms of Reference. The payments will be therefore carried out with instalments according to the following rationale:

- A)** A 10% (ten per cent) of the Contract value, 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 and the submission of 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% (twenty five per cent) 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

La firma del presente Contratto é subordinata alla presentazione alla Stazione Appaltante da parte del Fornitore del Servizio, in accordo con l'Art. 103 del Decreto Legislativo n. 50/2016 e successivi emendamenti, di una garanzia fideiussoria in Euro o di un assegno circolare intestato a Agenzia Italiana per la Cooperazione allo Sviluppo – AICS Yangon, pari a non meno del 10% (dieci per cento) del valore contrattuale.

ART. 5 - MODALITÀ DI PAGAMENTO

La Stazione Appaltante procederà al pagamento del suddetto importo tramite trasferimento bancario sul conto corrente indicato dal Fornitore del Servizio e sarà eseguito ratealmente sulla base della presentazione dei Deliverables e/o dei rapporti previsti dal Servizio oggetto del presente Contratto e dettagliati nell'Allegato I – Termini di Riferimento. I pagamenti saranno pertanto effettuati secondo il piano seguente:

- A)** Il 10% (dieci per cento) del valore del Contratto a seguito dell'approvazione da parte della Stazione Appaltante di un Rapporto Iniziale che chiarisca l'Assistenza Tecnica qualificata che sarà fornita al YRCMO, il piano di lavoro dettagliato e la consegna delle versioni aggiornate dei Deliverables relativi a TA1.1, TA3.1, TA3.2, TA3.3, TA5.1 e TA5.2 da parte del Fornitore del Servizio entro 1 mese dall'entrata in vigore del Contratto e accompagnata da relativa fattura;
- B)** L'importo offerto per TA4 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA4 consegnati dal Fornitore del Servizio entro 3 mesi dall'entrata in

the Contract entry into force together with a relevant Invoice;

vigore del Contratto e accompagnata da relativa fattura;

- C)** The price offered for TA2 deducted 25% (twenty-five per cent) 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% (twenty-five per cent) 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% (twenty-five per cent) 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% (twenty-five per cent) will be paid upon approval from the Contracting Authority of all the Deliverables referring to TA1 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% (twenty-five per cent) 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 the Contract value will be paid at the end (within 12 months from the Contract
- C)** L'importo offerto per TA2 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA2 consegnati dal Fornitore del Servizio entro 4 mesi dall'entrata in vigore del Contratto e accompagnati da relativa fattura;
- D)** L'importo offerto per TA5 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA5 consegnati dal Fornitore del Servizio entro 5 mesi dall'entrata in vigore del Contratto e accompagnati da relativa fattura;
- E)** L'importo offerto per TA6 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA6 consegnati dal Fornitore del Servizio entro 7 mesi dall'entrata in vigore del Contratto e accompagnati da relativa fattura;
- F)** L'importo offerto per TA1 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA1 consegnati dal Fornitore del Servizio entro 9 mesi dall'entrata in vigore del Contratto e accompagnati da relativa fattura;
- G)** L'importo offerto per TA3 ridotto del 25% (venticinque per cento) a seguito dell'approvazione da parte della Stazione Appaltante di tutti i Deliverables relativi a TA3 (ovvero TA3.4) consegnati dal Fornitore del Servizio entro 11 mesi dall'entrata in vigore del Contratto e accompagnati da relativa fattura;
- H)** 15% (quindici per cento) del valore del Contratto a conclusione (entro 12 mesi

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 a relevant Invoice.

These amounts will be reduced in the case that the Contracting Authority decides, incontestably, to suspend the Technical Assistance activities.

In that case, the Contracting Authority shall promptly notify the Service Provider (with at least 15 days' notice), the latter being entitled to receive only the amount related to the expenses incurred up to the time of suspension.

All the above-mentioned documents shall be written both in English and Myanmar language.

All the payments concerning the execution of the present Contract will be made upon presentation of an invoice for each instalment. Each invoice shall be dated, stamped and signed by the Service Provider.

The above-mentioned installments will be disbursed, upon reception and approval of the documents by the Contracting Authority as per Terms of Reference (Annex I).

All the invoices shall be expressed in EURO currency only.

The Service Provider shall commit itself to open a EURO account, in case he/she does not have such an account at the moment of the Bid.

All the invoices and the abovementioned documents shall be addressed to the Italian Agency for Development Cooperation (AICS) - Yangon Office – Project AID 10725 – CIG **7099405656**.

dall'entrata in vigore del Contratto) dopo la presentazione e l'approvazione da parte della Stazione Appaltante di una relazione omnicomprensiva finale che chiarisca l'Assistenza Tecnica eseguita durante il Contratto e di relativa fattura conclusiva.

Gli importi potranno essere ridotti nel caso in cui la Stazione Appaltante decidesse, a suo insindacabile giudizio, di sospendere le attività di assistenza tecnica.

In tal caso, la Stazione Appaltante ne darà comunicazione tempestiva al Fornitore del Servizio (con anticipo di almeno 15 giorni) a cui saranno unicamente riconosciute le spese sostenute fino al momento della sospensione.

Tutti i documenti sopra citati dovranno essere redatti in lingua inglese e in birmano.

Tutti i pagamenti concernenti l'esecuzione del presente Contratto verranno eseguiti a seguito della presentazione di una fattura per ogni singola rata. Ciascuna fattura deve essere datata, timbrata e firmata dal Fornitore del Servizio.

I pagamenti sopra citati saranno effettuati solo dopo che la Stazione Appaltante abbia ricevuto e approvato i documenti presentati così come indicato nei Termini di Riferimento (Allegato I).

Tutte le fatture dovranno essere espresse in EURO.

Il Fornitore del Servizio si impegna ad aprire un Conto Corrente in Euro nel caso non sia provvisto di tale conto al momento della procedura di Gara.

Tutte le fatture ed i sopracitati documenti dovranno essere indirizzati all'Agenzia Italiana per la Cooperazione allo Sviluppo (AICS) - Sede di Yangon, Progetto AID 10725 – CIG **7099405656**.

ART. 6 – CONTRACT ENTRY INTO FORCE

The present Contract will enter into force following the official Communication from the Contracting Authority to the Yangon Region Chief Minister Office of the signature of the Contract by the Service Provider which was successful following the competitive procedure.

Relevant official Communication to the Service Provider will be sent accordingly and will constitute a Notice to Commence of relevant Service Contract Activities.

ART. 7 - DURATION OF THE CONTRACT AND PENALTIES

The duration of the Contract is 12 (twelve) months starting from the official communication about commencement of the activities that will be notified to the Service Provider by the Contracting Authority.

The duration of the Contract may be extended following a written and duly justified request presented by the Service Provider to the Contracting Authority.

The Contracting Authority will evaluate the request and will inform the Service Provider whether an extension period could be granted or not.

Without prejudice to the application of other remedies laid down in the Contract, the Contracting Authority will retain the right to apply the following penalties in the observance of the fulfillment of the activities foreseen in the present Contract and whenever they will be only and exclusively ascribed to the responsibility of the Service Provider.

If the Service Provider fails to carry out the activities indicated in the present Contract and its Annexes within the lead time stipulated by his/her Offer and work plan, (Annex II and III), the Contracting Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as

ART. 6 – ENTRATA IN VIGORE DEL CONTRATTO

Il presente Contratto entrerà in vigore in seguito alla Comunicazione ufficiale da parte della Stazione Appaltante allo Yangon Region Chief Minister Office della firma del Contratto da parte del Fornitore del Servizio vincitore della procedura di selezione.

Comunicazione ufficiale al Fornitore del Servizio sarà inviata e costituirà Notifica di Inizio per le Attività relative al presente Contratto di Servizi.

ART. 7 - DURATA DEL CONTRATTO E PENALITÀ

La durata del Contratto è fissata in 12 (dodici) mesi a partire dalla comunicazione di inizio attività che verrà notificata al Fornitore del Servizio dalla Stazione Appaltante.

La durata del Contratto potrà essere estesa a seguito di una richiesta scritta presentata con opportune giustificazioni dal Fornitore del Servizio alla Stazione Appaltante.

La Stazione Appaltante valuterà la richiesta di estensione ed informerà il Fornitore del Servizio in merito all'approvazione o meno della richiesta ricevuta.

Senza pregiudizio degli ulteriori rimedi previsti nel contratto, la Stazione Appaltante si riserva il diritto di applicare le seguenti penalità in caso di ritardo nell'osservanza dei termini di realizzazione dei servizi previsti nel presente contratto e nel caso in cui siano imputabili solo ed esclusivamente alla responsabilità del Fornitore del Servizio.

Qualora il Fornitore del Servizio non fosse in grado di eseguire le attività oggetto del Presente Contratto e relativi Allegati secondo i tempi previsti dalla sua Offerta e dal piano di lavoro (Allegato II e III), la Stazione Appaltante, nel rispetto delle altre clausole contrattuali, deterrà dal prezzo del

liquidated damages, a sum equivalent to 0.2% of Contract value for each day of delay until actual delivery, up to a maximum deduction of 10% of the Contract value.

ART. 8 – LIABILITY

The Contracting Authority accepts no liability for damage to persons or property related to the performance by the Service Provider of the activities specified in this Service Contract.

The Service Provider shall execute the Contract with due care, efficiency and diligence in accordance with the best professional practice and shall comply with any administrative orders given by the Contracting Authority.

The Service Provider shall supply, without delay, any information and documents to the Contracting Authority upon request, regarding the conditions in which the Contract is being executed.

The Service Provider shall respect and abide by all laws and regulations in force in the Beneficiary Country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations.

The Service Provider shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Service Provider, its employees and their dependents of such laws and regulations.

To perform these tasks, the Service Provider shall comply with all the legislation in force in the Country in the field of medical, insurance and safety measures.

The employment relationship between the Service Provider and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the Contracting Authority.

Contratto, come risarcimento danni, una somma pari al 0,2% del prezzo pattuito per ogni giorno di ritardo sull'avvenuta consegna, fino ad una detrazione massima del 10% del valore del Contratto.

ART. 8 – RESPONSABILITÀ

La Stazione Appaltante non sarà in alcun modo responsabile per eventuali danni a persone o cose che dovessero sorgere in relazione all'esecuzione da parte del Fornitore del Servizio delle attività previste nel presente Contratto.

Il Fornitore del Servizio eseguirà il Contratto con la dovuta attenzione, efficienza e diligenza nel rispetto delle migliori pratiche professionali e rispetterà tutti le indicazioni impartite dalla Stazione Appaltante.

Il Fornitore del Servizio su richiesta fornirà alla Stazione Appaltante tutti i documenti relativi alle condizioni in cui il Contratto viene eseguito.

Il Fornitore del Servizio rispetterà ed osserverà tutte le leggi e regolamenti in vigore nel Paese ed assicurerà che anche tutto il suo personale, coloro a loro carico ed i suoi impiegati locali rispettino ed osservino tali leggi e regolamenti.

Il Fornitore del Servizio indennizzerà la Stazione Appaltante contro ogni reclamo e procedimento nascente dal mancato rispetto di tali leggi e regolamenti da parte del Fornitore del Servizio, il suo staff ed i suoi dipendenti.

Per l'esecuzione di tali attività, il Fornitore del Servizio s'impegna ad osservare tutte le normative in materia di sanità, sicurezza e assicurazioni sul lavoro in vigore nel Paese. Il rapporto di lavoro tra il Fornitore del Servizio ed il personale impiegato dallo stesso per lo svolgimento delle attività ed ogni eventuale contenzioso da ciò discendente non coinvolge in alcun modo la Stazione Appaltante.

The Service Provider shall at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Project or the Services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent, and shall make this obligation clear to the third parties.

The Service Provider and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.

The Service Provider shall refrain from any action that may adversely affect the Yangon Region Chief Minister Office and shall fulfill its commitments with the fullest regard to the interests of the Contracting Authority.

The payments to the Service Provider under the Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Service Provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract.

The Service Provider commits itself to provide suitable qualified personnel and adequate means necessary for the implementation and supervision of the activities agreed upon in this Agreement. The Service Provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority.

The Service Provider is fully responsible for acts and contractual terms of its personnel according to the Myanmar law in force, including the relative fiscal dispositions. In no circumstances the Contracting Authority will be responsible for the local personnel involved in the implementation of activities.

Il Fornitore del Servizio agirà sempre in modo imparziale e come fidato consigliere nel rispetto del codice di condotta della sua professione e con la dovuta discrezione. Esso si asterrà dal rilasciare pubbliche dichiarazioni relative al Progetto o ai Servizi senza la previa autorizzazione della Stazione Appaltante. In nessun caso esso impegnerà la Stazione Appaltante senza il suo previo consenso e renderà ciò chiaro a terzi.

Il Fornitore del Servizio ed il suo staff rispetteranno i diritti umani e si impegnano a non offendere gli usi politici, culturali e religiosi prevalenti nel Paese.

Il Fornitore del Servizio è tenuto ad astenersi da qualsiasi azione che possa pregiudicare l'Ufficio del Governatore della Regione di Yangon e dovrà rispettare gli impegni assunti con il massimo riguardo per gli interessi della Stazione Appaltante.

I pagamenti al Fornitore del Servizio saranno i soli guadagni o benefici che possono derivare dal Contratto. Il Fornitore del Servizio ed il suo staff non eserciteranno alcuna attività o riceveranno alcun vantaggio esterno alle obbligazioni del presente Contratto.

Il Fornitore del Servizio si impegna ad impiegare personale locale tecnicamente idoneo e mezzi necessari adeguati per l'implementazione e supervisione delle attività previste dal Contratto. Il personale del Fornitore del Servizio non deve essere considerato in alcun modo come dipendente o agente della Stazione Appaltante.

Il Fornitore del Servizio si rende pienamente responsabile per il rispetto dei termini contrattuali del personale locale in linea con la normativa birmana in vigore, ivi incluse le relative disposizioni fiscali. In nessun caso la Stazione Appaltante potrà essere ritenuto responsabile del personale locale coinvolto nell'implementazione delle attività.

ART. 9 – SUBCONTRACTING AND TRANSFERABILITY

The Service Provider is not allowed to subcontract the provision of these Services and/or to transfer the Contract to a third Party.

ART. 10 – PERSONNEL

The Service Provider shall employ the key personnel named in the Technical Offer to carry out the technical assistance services. The Contracting Authority shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Technical Offer.

If the Contracting Authority asks the Service Provider to remove a person who is a member of the Service Provider's staff or work force, stating the reasons, the Service Provider shall ensure that the person leaves the Technical Assistance Services provision within 7 days and has no further connection with the activities in the Contract.

ART. 11 – INTELLECTUAL AND INDUSTRIAL PROPERTIES RIGHTS

All reports, data and supporting records or materials acquired, compiled or prepared by the Service Provider in the performance of the service Contract shall be confidential and shall be the absolute property of the Contracting Authority.

The Service Provider shall, upon completion of the service Contract, deliver all such documents and data to the Contracting Authority.

The Service Provider may retain copies of such documents and data, but shall not use them for purposes unrelated to its Service Contract without the prior written consent of the Contracting Authority.

ART. 9 – SUBAPPALTO E TRASFERIBILITÀ

Non è concesso al Fornitore del Servizio di subappaltare ad altri l'esecuzione di questi Servizi e/o di trasferire a terzi il presente Contratto.

ART. 10 – PERSONALE

Per realizzare il Servizio di cui al presente Contratto, il Fornitore del Servizio impiegherà le figure chiave citate nell'Offerta Tecnica. La Stazione Appaltante approverà eventuali cambiamenti delle figure chiave solo se le qualifiche e capacità saranno analoghe o migliori di quelle del personale citato nell'Offerta Tecnica.

Se la Stazione Appaltante richiede, motivatamente, di rimuovere dal Progetto un membro o un impiegato del Fornitore del Servizio, il Fornitore del Servizio deve assicurare che la persona lascerà l'incarico di Assistenza Tecnica entro 7 giorni e non avrà più connessioni con le attività relative a questo Contratto.

ART. 11 – DIRITTI DI PROPRIETÀ INTELLETTUALE E INDUSTRIALE

Tutte le relazioni, dati e documentazione di supporto o materiale acquisito, compilati o preparati dal Fornitore del Servizio in esecuzione del Contratto sono confidenziali e sono di proprietà assoluta della Stazione Appaltante.

Il Fornitore del Servizio, al termine del contratto, si impegna a consegnare tutti i documenti e i dati alla Stazione Appaltante. Il Fornitore del Servizio può conservare copie di tali documenti e dati, ma si impegna a non usarle per scopi estranei al suo Contratto senza il preventivo consenso scritto della Stazione Appaltante.

The Service Provider shall not publish articles relating to the Services or refer to them when carrying out any service for others, or divulge information obtained from the Contracting Authority, without its prior written consent.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Service Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

ART. 12 – VISIBILITY

The Service Provider is committed to ensuring that all materials produced and distributed, will bear the logo of the AICS, as per Annex IV, along with their own.

The Service Provider is committed to working with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

ART. 13 – SUPERVISION

The Contracting Authority may carry out at any time and if deemed necessary, technical and/or administrative verifications of the activities entrusted to the Service Provider.

Any employee of the Service Provider involved in the Project under this Service Contract, who is, in the Contracting Authority's reasonable opinion, incompetent or in any other way unacceptable, will be promptly replaced, by

Il Fornitore del Servizio non pubblicherà articoli relativi ai servizi o vi farà riferimento durante lo svolgimento di servizi per altri, né divulgherà informazioni ottenute dalla Contracting Authority, senza il preventivo consenso scritto della stessa.

Tutti i risultati o i diritti su di essi, compreso il copyright e altri diritti di proprietà intellettuale o industriale, ottenuti in esecuzione del Contratto, sono di proprietà assoluta della Stazione Appaltante, che può utilizzare, pubblicare, cedere o trasferire come meglio crede, senza limitazioni geografiche o di altro, salvo i diritti di proprietà intellettuale o industriale che già esistono.

ART. 12 – VISIBILITÀ

Il Fornitore del Servizio si impegna ad assicurare che tutti i materiali prodotti e distribuiti riportino il logo dell'AICS nella forma e nelle dimensioni come da Allegato IV, unitamente a quello proprio.

Il Fornitore del Servizio si impegna a collaborare con la Stazione Appaltante, attraverso contatti regolari, affinché sia garantita la piena visibilità dell'impegno dell'AICS e del Governo Italiano con le Istituzioni Centrali e Locali, nonché con le Agenzie Internazionali e la comunità dei Donatori.

ART. 13 – SUPERVISIONE

La Stazione Appaltante potrà disporre in qualsiasi momento, ove ritenuto necessario, verifiche tecniche e/o amministrative in ordine allo svolgimento delle attività affidate al Fornitore del Servizio.

Ogni impiegato del Fornitore del Servizio impegnato nelle attività oggetto del presente Contratto che, secondo la ragionevole opinione della Stazione Appaltante, risulta incompetente o in altro modo non accettabile, verrà prontamente

acceptable employee at no cost for the Contracting Authority.

The Contract may be suspended in order to verify whether presumed substantial errors or irregularities or fraud occurred during the award procedure or the performance of the Contract. If these are not confirmed, performance of the Contract shall resume as soon as possible.

During the period of suspension, the Service Provider shall take such protective measures as may be necessary.

sostituito da altro adeguato senza alcun costo a carico della Stazione Appaltante.

Il Contratto può essere sospeso al fine di verificare se presunti gravi errori, irregolarità o truffe si sono verificate durante la procedura di aggiudicazione o l'esecuzione del contratto. Se esse non verranno confermate il progetto riprenderà il più presto possibile.

Durante il periodo di sospensione il Fornitore del Servizio prenderà tutte le misure di protezione che siano necessarie.

ART. 14 - TERMINATION BY THE CONTRACTING AUTHORITY

The Contracting Authority may, at any time, terminate this Contract should the mandate or the funding of the Project be curtailed or terminated, in case of interruption for reason of Force Majeure (following Art. 16), upon the payment to the Service Provider of the executed activities satisfactorily performed before the notification of such termination, plus the 10% of the value of the non-executed activities shall be reimbursed by the Contracting Authority, as per Art. 109 of D.Lgs. 50/2016.

The Contracting Authority may, after giving seven days' notice to the Service Provider, terminate the Contract in any of the following cases where:

- a) The Service Provider is in serious breach of Contract for failure to perform its contractual obligations;
- b) If the Contracting Authority determines that the Service Provider or any of its employee or dependent has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may terminate the Contract, after giving fourteen (14) days' notice to the Service Provider;

ART. 14 – RISOLUZIONE DEL CONTRATTO DA PARTE DELLA STAZIONE APPALTANTE

La Stazione Appaltante può terminare il contratto in qualsiasi momento, qualora il mandato o il finanziamento del progetto dovesse essere tagliato o terminato, in caso di interruzione delle attività di cooperazione in Myanmar per cause di forza maggiore (successivo Art. 16), previo il pagamento al Fornitore del Servizio delle attività eseguite in modo soddisfacente prima della ricezione del preavviso, oltre al 10% dell'importo delle attività non eseguite, ai sensi dell'Art. 109 del D.Lgs. 50/2016.

La Stazione Appaltante può, dopo aver dato sette giorni di preavviso al Fornitore del Servizio, risolvere il contratto nei seguenti casi:

- a) Il Fornitore del Servizio è in un serio caso di risoluzione del Contratto per inadempimento contrattuale;
- b) Se la Stazione Appaltante stabilisce che il Fornitore del Servizio è coinvolto in pratiche corrotte, fraudolente, collusive, coercitive o ostruttive, nella fase di gara o nell'esecuzione del Contratto, la Stazione Appaltante può, previa notifica di quattordici (14) giorni al Fornitore del

- c) The Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority's representative requiring it to make good the neglect or failure to perform its obligations under the Contract which seriously affects the proper and timely performance of the Services;
- d) The Service Provider refuses or neglects to carry out any administrative orders given by the Contracting Authority within the Contract obligations as described in Annex I and II;
- e) The Service Provider assigns the Contract or sub-contracts without written authorization from the Contracting Authority;
- f) Any organizational modification occurs involving a change in the legal personality, nature or control of the Service Provider, unless such modification is recorded in an Addendum to the Contract;
- g) Any legal disability hindering performance of the Contract occurs;
- h) The Service Provider fails to perform its obligation in accordance with Article 2;
- i) The Service Provider is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the Contract.

Termination shall be without prejudice to any other rights or powers under the Contract of the Contracting Authority and the Service Provider. Upon termination of the Contract or when it has received notice thereof, the Service Provider shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

The AICSY shall, as soon as possible after termination, certify the value of the executed Services and the sums due to the Service Provider as at the date of termination.

Servizio, interrompere l'esecuzione del Contratto in base al Contratto stesso;

- c) Il Fornitore del Servizio non adempie in tempo ragionevole all'avviso del rappresentante della Stazione Appaltante di correggere le negligenze o di adempiere alle obbligazioni relative al Contratto che impediscono la regolare e adeguata esecuzione dei Servizi;
- d) Il Fornitore del Servizio rifiuta o non esegue correttamente un ordine amministrativo della Stazione Appaltante entro gli obblighi contrattuali specificati nell'Allegato I e II;
- e) Il Fornitore del Servizio cede il Contratto a terzi o lo subappalta senza l'autorizzazione scritta della Stazione Appaltante;
- f) Se si verifica qualsiasi modifica nella persona legale, natura o controllo del Fornitore del Servizio a meno che tale modifica non sia stata messa agli atti in un Addendum al Contratto;
- g) Nel caso di impossibilità legale che comprometta l'esecuzione del presente Contratto;
- h) Qualora il Fornitore del Servizio non adempia ai propri obblighi stabiliti nell'art 2;
- i) il Fornitore del Servizio non è in grado di sostituire un esperto del settore la cui assenza pregiudica la regolare esecuzione del Contratto.

La risoluzione del Contratto non pregiudica gli ulteriori diritti e poteri previsti dal Contratto in capo alla Stazione Appaltante e al Fornitore del Servizio.

Al ricevimento dell'avviso di risoluzione del Contratto il Fornitore del Servizio attuerà tutte le misure necessarie per chiudere il Progetto in modo proficuo e per ridurre al minimo le spese.

The AICSY al più presto possibile dopo il termine del Contratto, certificherà il valore dei Servizi eseguiti e le somme dovute al Fornitore del Servizio alla data di chiusura.

This Contract shall be automatically terminated if it has not given rise to any payment in the three years following its signing by both parties.

ART. 15 - TERMINATION BY THE SERVICE PROVIDER

The Service Provider may, after giving 14 days of notice to the Contracting Authority, terminate the Contract if the Contracting Authority:

- a) Consistently fails to meet its obligations after repeated reminders; or
- b) Suspends the progress of the Services or any part thereof for more than 90 days for reasons not specified in the Contract, or not attributable to the Service Provider breach or default.

ART. 16 - FORCE MAJEURE

Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective.

The term Force Majeure, as used herein, covers any unforeseeable events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the Italian Government/AICS to suspend the Cooperation activities with the Beneficiary Country is considered to be a case of force majeure when it implies suspension of funding the Contract.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall

Il presente Contratto si intende automaticamente terminato se entro tre anni dalle firme di entrambe le parti non dà origine a nessun pagamento.

ART. 15 – RISOLUZIONE DA PARTE DEL FORNITORE DEL SERVIZIO

Il Fornitore del Servizio può, dopo aver dato 14 giorni di preavviso alla Stazione Appaltante, risolvere il Contratto se la Stazione Appaltante:

- a) Non adempie ripetutamente le sue obbligazioni dopo ripetuti richiami;
- b) Sospende l'avanzamento dei Servizi o di loro parte, per più di 90 giorni per ragioni non specificate nel Contratto o non attribuibili a colpa del Fornitore del Servizio.

ART. 16 - FORZA MAGGIORE

Nessuna delle parti sarà considerata inadempiente alle proprie obbligazioni da Contratto se l'esecuzione di tali obbligazioni è impedita da circostanze di forza maggiore verificatesi dopo la data di entrata in vigore del Contratto.

Il termine Forza Maggiore, ai sensi del presente Contratto, copre eventi imprevisi, non sotto il controllo delle Parti e che nessuno anche in osservanza della dovuta diligenza può superare, quali fatalità, scioperi, chiusura delle frontiere, o altri disordini industriali, atti di nemici pubblici, guerra sia dichiarata o non, blocchi, insurrezioni, rivolte, epidemie, frane, terremoti, tempeste, fulmini, bufere, alluvioni, disordini pubblici ed esplosioni.

La decisione del Governo Italiano/AICS di sospendere le attività di Cooperazione con il Paese beneficiario è considerata Forza Maggiore quando implica la sospensione dei fondi del Contratto.

Se ciascuna delle Parti considera che si sia verificata una causa di Forza Maggiore che

promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the circumstances.

If the circumstances described above result in the involuntary suspension of the activities of either party of this service Contract for a period exceeding 30 (thirty) days, then either Party shall have the right to terminate this Contract after serving due notice to the other Party.

può avere conseguenze sulla esecuzione delle obbligazioni, essa notificherà immediatamente all'altra Parte, fornendo dettagli circa la natura, la probabile durata ed i probabili effetti di tali circostanze.

Se le circostanze descritte precedentemente hanno come risultato la sospensione involontaria delle attività o il differimento delle attività stesse per un periodo maggiore di 30 (trenta) giorni, le Parti hanno il diritto di terminare il Contratto di Servizi previa notifica all'altra Parte.

ART. 17 – CONFLICT OF INTEREST

The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract.

Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

Any conflict of interests which may arise during performance of the Contract shall be notified to the Contracting Authority without delay.

In the event of such conflict, the Service Provider shall immediately take all necessary steps to resolve it.

The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Service Provider shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligations under the Contract, the Service Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

ART. 17 – CONFLITTO D'INTERESSI

Il Fornitore del Servizio prenderà tutte le misure per evitare o eliminare situazioni che possano compromettere l'imparziale ed obiettiva esecuzione del presente Contratto. Tale conflitto d'interessi può verificarsi in particolare come risultato di un interesse economico, politico, familiare o affettivo o di ogni altra rilevante connessione o interesse condiviso.

Ogni conflitto d'interesse che possa verificarsi durante l'esecuzione del Contratto sarà notificato immediatamente alla Stazione Appaltante. Nel caso di tale conflitto il Fornitore del Servizio prenderà immediatamente ogni misura opportuna per risolverlo.

La Stazione Appaltante si riserva di verificare che tali misure siano adeguate e può richiedere che misure aggiuntive vengano attuate. Il Fornitore del Servizio assicura che il suo staff, inclusa la dirigenza, non è in una situazione che può generare conflitto d'interessi. Senza pregiudizio delle proprie obbligazioni contrattuali, il Fornitore del Servizio, sostituirà immediatamente e senza indennizzo da parte della Stazione Appaltante, ogni membro del proprio staff esposto a tale situazione.

ART. 18 – DATA PROTECTION

The Service Provider undertakes to adopt technical and organizational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:

- a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
- b) unauthorized reading, copying, alteration or removal of storage media;
- c) unauthorized data input, unauthorized disclosure, alteration or erasure of stored personal data;
- d) unauthorized persons from using data-processing systems by means of data transmission facilities;
- e) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers.

ART. 18 - PROTEZIONE DATI PERSONALI

Il Fornitore del Servizio accetta di adottare le misure di sicurezza tecniche ed organizzative per evitare i rischi inerenti l'utilizzo di dati personali al fine di:

- a) prevenire l'accesso di ogni persona non autorizzata ai sistemi di lavorazione di dati personali e specialmente:
- b) lettura, copia, alterazione non autorizzata di dati;
- c) non autorizzato inserimento di dati, rivelazione, alterazione, cancellazione di dati personali conservati;
- d) persone non autorizzate dall'uso di sistemi di trattamento dati tramite strumenti di trasmissione dati;
- e) assicurare che solo addetti autorizzati possano avere accesso ai dati personali ai quali il loro diritto si riferisce.

ART. 19 - SETTLEMENT OF DISPUTES

The Parties shall make every effort to settle amicably any dispute, even technical, that may arise regarding the interpretation or execution of this Contract, during the progress of the activities or after its termination.

Once a dispute has arisen, a Party shall notify the other Party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute.

In the absence of an amicable settlement, a Party may notify the other Party requesting a settlement through conciliation by a third person.

If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of the Italian jurisdiction or arbitration.

ART. 19 - ACCORDO SU DISPUTE

Le Parti faranno ogni sforzo per risolvere amichevolmente ogni controversia, anche di natura tecnica, derivante dalla interpretazione o dalla esecuzione del presente Contratto che potesse sorgere sia durante che al termine del Contratto stesso. In caso di controversia, una Parte la notificherà all'altra, dichiarando la propria posizione sulla controversia, le soluzioni gradite e richiedendo una soluzione amichevole. L'altra Parte risponderà a tale richiesta entro 30 giorni dichiarando la propria posizione.

In assenza di una soluzione amichevole una Parte può notificare all'altra richiedendo una soluzione tramite conciliazione di una terza persona.

Se la risoluzione amichevole e la conciliazione falliscono, ognuna delle Parti può demandare la controversia alla

This doesn't mean, however, that the Contracting Authority surrenders jurisdictional immunities and entitlements enjoyed by Diplomatic and Consular missions.

Any disputes which may arise between the parties regarding the implementation of this Contract shall be resolved amicably. If that is not possible, the applicable Italian law will prevail.

ART. 20 – OFFICIAL COMMUNICATIONS

Any official communication from the Service Provider concerning this Contract shall be written in English and shall be addressed to: Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar.

ART. 21 - FINAL PROVISIONS

The Parties of this Contract declare to have read this Contract, including its Annexes, and that they agree with the same in all its parts and accept it fully.

The provisions of this Contract may be amended only by a formal Act signed by both Parties.

In witness whereof the Parties hereto have signed the Contract.

FOR/PER

Name of the Service Provider

decisione della giurisdizione italiana o ad un arbitrato.

Ciò non significa in ogni caso che la Stazione Appaltante rinunci alle immunità giurisdizionali ed alle prerogative di cui godono le Rappresentanze diplomatiche e consolari.

Eventuali dispute che dovessero sorgere tra le parti circa l'esecuzione del presente contratto saranno risolte amichevolmente. Se ciò risultasse impossibile, verrà applicata la legge vigente in materia in Italia.

ART. 20 – COMUNICAZIONI UFFICIALI

Qualsiasi comunicazione ufficiale del Fornitore del Servizio riguardante il presente Contratto dovrà essere redatta in lingua inglese ed indirizzata a: Agenzia Italiana per la Cooperazione allo Sviluppo (AICS) – Sede di Yangon, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar

ART. 21 – DISPOSIZIONI FINALI

Le Parti dichiarano di aver letto il presente Contratto, compresi i suoi Allegati, di essere d'accordo con lo stesso in tutte le sue parti e di accettarlo integralmente.

Ogni eventuale modifica del presente Contratto e del relativo allegato dovrà essere appositamente approvata per iscritto da entrambe le Parti.

In fede, le Parti sottoscrivono il presente Contratto.

PER/FOR

Agenzia Italiana per la Cooperazione allo

(TO BE ADDED)

Sviluppo - Sede di Yangon /
The Italian Agency for Development
Cooperation - Yangon Office

**Role of the Representative
Mr./Ms.**

Il Titolare della Sede/ The Director
Maurizio DI CALISTO
