



Ufficio di Yangon

Prot. n. AICSY-OUT- *659-2018-OP-12*

PROJECT: "SUPPORT TO THE ODA COORDINATION IN MYANMAR:
CAPACITY DEVELOPMENT OF DONOR COORDINATION
(CAD-MM) – AID 11087"
CIG (BID CONTRACT IDENTIFICATION) No.: 75125586FA

SUPPLY CONTRACT

(Hereinafter referred to as **"the Contract"**)

between

The Italian Agency for Development Cooperation - Yangon Office

(Hereinafter referred to as **"Contracting Authority"**)

Represented by the Director Maurizio Di Calisto,

41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon

and

KMD Co. Ltd

(Hereinafter referred to as **"the Provider"**)

Represented by Tin Zar Linn,

No. 174-182, Pansodan Road (Middle Block), Kyauktada Township, Yangon

(Hereinafter referred to as individually, the **"Party"** and collectively, the **"Parties"**)

WHEREAS

That with Decree n. 20 dated March 10, 2017, the Director of the Italian Agency for Development Cooperation authorized the allocation of funds for the Project "Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM) - AID 11087";

That as per the last version of the General Operational Plan approved by the Italian Agency for Development Cooperation, the Project foresees, among other, the provision of the "Technical Support activities to the Foreign Economic Relations Department" such as: technical equipment and logistic support for the organisation of conferences related to the development sector;

That the Technical Support activities will be executed through the awarding of Technical Support contracts to interested Economic Operators after a Tender Process;

See

That with the Decree n. AICSY-OUT-523 2018-07-11 the Director of AICS Yangon authorized the commencement of the bidding process for the present supply;

That the Contracting Authority on June 4th, 2018 published on the websites www.ambiyangon.esteri.it and www.aicsyangon.org the Invitation to Bid for IT equipment supply and installation to FERD for the project activities of the Italian Agency for Development Cooperation” – CIG 75125586FA;

That the Company KMD Co. Ltd obtained the best score following the evaluation procedures of the technical and financial offers for the execution of the Supply indicated under the previous point;

That the offer submitted on July 11th, 2018 by the organization Company KMD Co. Ltd was considered adequate and in line with the needs of the Project CAD- MM, AID 11087;

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

That the Company KMD Co. Ltd is ready and willing to accept this Supply 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 “Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM) - AID 11087”, the Contracting Authority awards to the Provider, who hereby accepts, the execution and the completion of the Supply Contract within the “Technical Support activities to the Foreign Economic relations Department” for the project activities of the Italian Agency for Development Cooperation – AID 11087.

The scope of this Contract is thus to provide the supply and installation of IT equipment (hereinafter referred to as the “**Supply**”) aimed at strengthening the performance of the Foreign Economic Relations Department (FERD) staff of the Ministry of Planning and Finance (MoPF) for the ODA database and its coordination role, through the provision of IT equipment.

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

- Annex I - Terms of Reference (TOR);
- Annex II - Technical and Economic offer;
- Annex III - Timeline chart proposed by the Provider;
- Annex IV – AICS logo;

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

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

ART. 2 – ACTIVITIES CARRIED OUT BY THE PROVIDER

The activities carried out by the Provider are described in Annex I and Annex II, where related quantities and costs are also specified.

The days and hours of work of the Provider's personnel shall respect the Myanmar laws, regulations and customs and the requirements of the Supply.

While executing the Contract, the Provider will interact with the Contracting Authority providing regular updates, when needed, to the Director of the Italian Agency for Development Cooperation - Yangon Office and to the experts delegated by the Director for supervising the execution of the Contract.

Based on the tasks listed in the above-mentioned Annex I, the Provider is expected to provide through its personnel the following deliverables:

1. Provision of specific IT equipment, as detailed in Annex I, including:
 - a) Purchase the IT equipment with the technical and brand specifications indicated by FERD (or higher specifications);
 - b) Duly check that all products are originals and that they come with the related warranty;
 - c) Install and set up the purchased equipment within 2 months from the date of contract signature within the FERD of MoPF in Naypyidaw;
 - d) Check, in presence of an officer from AICS Yangon, that all purchased equipment is functioning;
 - e) Run diagnostic tests on IT equipment after 3 months from installation.
2. Provision of support infrastructure for internet distribution within FERD building;
3. Installation and configuration of the purchased equipment;
4. Running of diagnostic tests on purchased equipment 3 months after delivery and installation.

ART. 3 – CONTRACT AMOUNT

The Provider undertakes to execute and to complete the actions indicated in the Annex I, according to the timing and modalities agreed upon and in full compliance with the provisions of the present Contract at the price of Euro 145,558.36 (one hundred and forty-five thousand five hundred and fifty-eight Euro and thirty-six cent), as indicated in the Annex II – Economic Offer.

The Contract amount is fixed and includes all the activities, consultancies, personnel, vehicles, flights, 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 Contract, both in terms of quality and quantity.

The 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 Supply 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.

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 Supply, and to renounce any claim in this regard.

The 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 Contract.

ART. 4 – PERFORMANCE SECURITY

The signature of this Contract is dependent on the delivery by the 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 indicated in Art. 3 (14,555.83 Euro, fourteen thousand five hundred and fifty-five Euro and eighty-three cents).

ART. 5 - TERMS OF PAYMENT

Payments will be made by the Contracting Authority through bank transfer to the account number specified by the Provider and will be executed by tranches as detailed in Annex I- Terms of Reference.

The payments will be therefore carried out with instalments according to the following rationale:

- 1) 10 % upon signature of the contract;
- 2) 45 % upon delivery of all IT items;
- 3) 35 % upon installation and first testing the equipment (provisional handing over);
- 4) 10% upon final testing of the equipment (running diagnostic tests) after 3 months after the issue of the provisional handing over (final handing over certificate).

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

In that case, the Contracting Authority shall promptly notify the 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 payments concerning the execution of the present Contract will be made upon presentation of an invoice for each instalment.

Each invoice shall be duly dated, stamped and signed by the Provider.

The above-mentioned instalments will be disbursed, upon reception and approval of the deliverables by the Contracting Authority as per Annex I.

All the invoices shall be expressed in EURO currency only.

The 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 above-mentioned documents shall be addressed to the Italian Agency for Development Cooperation (AICS) - Yangon Office – Project AID 11087- CIG 75125586FA.

ART. 6 - CONTRACT ENTRY INTO FORCE

The present contract will entry into force following its signature by both Parties. Following the countersignature of the contract a Notice to Commence will be sent by the Contracting Authority to the Provider.

ART. 7 - DURATION OF THE CONTRACT AND PENALTIES

The duration of the Contract is 6 (six) months, starting from the official Notice to Commence that will be sent by the Contracting Authority to the Provider following the countersignature of the Contract.

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

The Contracting Authority will evaluate the request and will inform the 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 Provider.

If the Provider fails to carry out the activities indicated in the present Contract and its Annexes within the lead time stipulated, the Contracting Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as 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 Provider of the activities specified in this Contract.

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

To perform these tasks, the 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 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.

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

The Provider shall refrain from any action that may adversely affect the FERD of the MoPF and shall fulfill its commitments with the fullest regard to the interests of the Contracting Authority.

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

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

The 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.

ART. 9 – SUBCONTRACTING AND TRANSFERABILITY

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

ART. 10 – INTELLECTUAL AND INDUSTRIAL PROPERTIES RIGHTS

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

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

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

The Provider shall not publish articles relating to the Supply 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 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. 11 – VISIBILITY

The Provider is committed to ensuring that all materials produced and distributed, will bear the AICS logo, as per Annex IV, in a visible position and of an appropriate size.

The 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. 12 – 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 Provider.

Any employee of the Provider involved in the Project under this Contract, who is, in the Contracting Authority's reasonable opinion, incompetent or in any other way unacceptable, will be promptly replaced, by 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 Provider shall take such protective measures as may be necessary.

ART. 13 - 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 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 Provider, terminate the Contract in any of the following cases where:

- . a) The Provider is in serious breach of Contract for failure to perform its contractual obligations;
- . b) If the Contracting Authority determines that the 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 Provider;





- . c) The 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 Supply;
- . d) The 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 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 Provider, including any mergers, demergers or any other corporate modification of sale of assets, unless the Contracting Authority has given the prior consent in writing to such modification and thereafter such modification is recorded in an Addendum to the Contract;
- . g) Any legal disability hindering performance of the Contract occurs;
- . h) The Provider fails to perform its obligation in accordance with Article 2;

Termination shall be without prejudice to any other rights or powers under the Contract of the Contracting Authority and the Provider. Upon termination of the Contract or when it has received notice thereof, the Provider shall take immediate steps to bring the Supply 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 Supply and the sums due to the Service as at the date of termination.

ART. 14 – TERMINATION BY THE PROVIDER

The 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 Supply or any part thereof for more than 90 days for reasons not specified in the Contract, or not attributable to the Provider breach or default.

ART. 15 - 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/ the Italian Agency for Development Cooperation 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 the performance of its obligations, it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the circumstances.

ART. 16 – CONFLICT OF INTEREST

The 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 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 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 Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

ART. 17 – DATA PROTECTION

The 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 - 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.

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

ART. 19 – OFFICIAL COMMUNICATIONS

Any official communication from the Provider concerning this Contract shall be written in English and shall be addressed to:

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

ART. 20 - 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: Addendum.

Any amendment or technical modification about activities to be carried out or the duration of the Contract, preferably not implying additional costs or modifying the total amount of the Contract, must be in writing and recorded in an Addendum to the Contract, only after the prior consent of the Contracting Authority.

In witness whereof, the Parties hereto have signed the Contract.

Yangon, 12/09/2018



FOR

KMD Co. Ltd

The Representative
Mrs. Tin Zar Linn

FOR

The Italian Agency for Development
Cooperation - Yangon Office

The Director
Eng. Maurizio Di Calisto





Ufficio di Yangon

Project AID 11087 – CIG Code n. 75125586FA

Invitation to bid for IT equipment supply for FERD (Naypyidaw) for the project activities of the Italian Agency for Development Cooperation – AID 11087

ANNEX A

TERMS OF REFERENCE

1. BACKGROUND

Since 2013 Myanmar has been going through a process of developing a coordination mechanism with International Donors to have an effective management of Official Development Assistance (ODA) in the country and in January 2013 the first Myanmar Development Cooperation Forum (MDCF) between the Government of Myanmar and Bilateral and Multilateral donors was held. During the forum the Government of Myanmar presented the Framework for Economic and Social Reform (FESR) and the National Comprehensive Development Plan (NCDP) and the first Memorandum on development cooperation between the Myanmar Government and Development Partners (DPs), the Nay Pyi Taw Accord for Effective Development Cooperation (NPT-Accord), was signed. The NPT-Accord is aligned with the Busan principles regarding the Global Partnership and lists a number of mutual commitments for the Government of Myanmar and DPs in the area of development cooperation. With funding from EU, and support from managing contractor International Management Group (IMG), in 2015 Catalpa International developed and implemented the Mohinga AIMS in Myanmar, working closely with Foreign Economic Relation Department (FERD) staff within the Ministry of National Planning and Economic Development (MNPED)¹.

The new Myanmar Government, guided by the National League for Democracy (NLD), has established a new architecture for ODA management. First of all, a governmental oversight body, the Development Assistance Coordination Unit (DACU) was created: FERD performs the role of Secretariat. DACU assesses all initiatives to be funded through ODA and it follows the procedures of the Development Assistance Policy (DAP), with the final goal of ensuring efficient monitoring and evaluation and overall alignment of development assistance with government policy and priorities, and the completeness and timeliness of data reported by Myanmar's development partners.

The new Government has also restructured the mechanism of coordination with Development

¹ The Ministry of National Planning and Economic Development was merged with the Ministry of Finance in April 2016 to become the Ministry of Planning and Finance.

Partners, leading to the establishment of the Cooperation Partners Group (CPG), the main forum for discussion and sharing of information regarding aid coordination and aid effectiveness. Moreover, in order to better dialogue with donors and implementing partners working in the priority development sectors for the government, a thematic coordination mechanism has been set up: Sector Coordination Groups (SCG).

On February 26th 2018, the first Development Effectiveness Roundtable (DER), a coordination forum among the Government and all stakeholders involved in the development of the countries (including Private sector), was held. During this event, Myanmar Government has launched both the final version of the DAP and the first draft version of the Myanmar Sustainable Development Plan (MSDP), asking DPs to support Myanmar in its development in a coordinated manner.

Within this context the project “Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM)” financed by the Italian Agency for Development Cooperation (AICS) and implemented by AICS Office in Yangon (AICS-Y) has the general objective to contribute to the improvement of ODA effectiveness in Myanmar within the Global Partnership framework, and the specific objective to improve the ODA management capacities of Burmese institutions and the coordination among Partners in Development (PID) and between PIDs and the Government of Myanmar. More specifically, one of the project results aims at supporting the Foreign Economic Relations Department (FERD) of the Ministry of Planning and Finance (MoPF) for the ODA database and its coordination role.

2. INTRODUCTION

The AICS-Y seeks to establish a contract to ensure the provision of IT equipment, video conference facility and internet services to FERD in Naypyidaw. The IT appliances required are based on the needs identified by AICS-Y and requests outlined by FERD. Currently, out of the 180 employees of the FERD, roughly 40% have no direct access to a computer, and the remaining percentage is bound to outdated hardware. The same applies to peripherals such as printers and copiers. The majority of departments do not have access to these devices, thus the keen effort to upgrade to a modern IT infrastructure. FERD is also in need of a digital video conference facility as part of their overall e-government rollout. Currently, video conferencing is shared with the Ministry of Planning and Finance.

Regarding internet services, currently all data is distributed via pen drives, which results in the overlapping of files and a significant increase in the occurrence of malware. It is thus necessary for FERD to be equipped with a propriety server infrastructure.

The contract is envisaged to start by June 2018 and to operate for 6 months. **The maximum total amount available under this contract is of EUR 158.600,00 for the whole period of duration.**

3. OBJECTIVE

The purpose of the contract is to provide timely access to a range of IT equipment and with support infrastructure for internet distribution within FERD building that AICS-Y can draw on to provide support to FERD staff, who in turn will be equipped with the hardware necessary to

ensure daily management of internal work, including coordination with development partners and use of AIMS/Mohinga database.

4. THE RECIPIENT

The Foreign Economic Relations Department (FERD) of the Ministry of Planning and Finance (MoPF) will be the principal recipient of the proposed IT equipment and support infrastructure for internet distribution.

5. SCOPE OF WORK

The nature of this assignment means that work will be carried out in response to needs identified by FERD staff and analysed jointly with the staff from AICS Yangon. Tasks to be carried out are the following:

- a) Purchase the IT equipment with the technical and brand specifications indicated by FERD (or higher specifications);
- b) Duly check that all products are originals and that they come with the related warranty;
- c) Install and set up the purchased equipment within 2 months from the date of contract signature within the FERD of MoPF in Naypyidaw;
- d) Check, in presence of an officer from AICS Yangon, that all purchased equipment is functioning;
- e) Run diagnostic tests on IT equipment after 3 months from installation. Tests will include:
 - Realtime network analyzing report (wire, wireless)
 - Test print/scan reports for all printer/scanner and make sure they are functioning as described in user manual
 - Check make sure network related devices (switch, Access Point, router, etc..) are functioning as described in user manual
 - Check and make sure all windows and software can automatically update to latest version and patched accordingly
 - Check and make sure antivirus software and definition is up to date or it can update itself automatically
 - Make sure all devices are updated to latest firmware version.
 - Check visually identifiable for all devices and make sure they are error free (Fan, LED, power cable, RJ45, USB, Display, etc..)
 - Check and make sure firewall device's policies are functioning as desired
 - Power recycle all devices and make sure they function as desired after that
 - All information must be documented (username, password, configuration, etc..) and make sure they do not deviate from filed documents

6. CONTRACTUAL MECHANISM, TIMING AND PAYMENT

The company will be contracted over a period of 6 months. The estimated value is up to EUR 158,600.00 EUR over this period. Please note that the payment will be settled in EURO only.

The value of the contract includes transportation, installation, running diagnostic tests after 3 months from installation, and labour costs related to both the provision of IT equipment and of the infrastructure needed for internet distribution.

The contract will be awarded applying the Least Cost Solution (LCS) method. The payment will be settled in four tranches:

Phase		Tranche
Phase 1	Signature of the contract	15 % upon signature of the contract
Phase 2	Delivery of all IT items	40 % upon delivery of all IT items
Phase 3	Provisional handing over	35 % upon installation of IT equipment and first testing and release of a provisional handing over certificate
Phase 4	Final handing over	10% upon final testing of IT equipment (running diagnostic tests) and release of the final handing over certificate (The final testing will be performed 3 months after the issue of the provisional handing over certificate of Phase 3)

The payment of each tranche will be released following a joint survey between the Contractor, an AICS-Y representative and a FERD representative to check that the deliverable of each phase has been successfully achieved.

During the time between the provision and installation and the final handing over (3 months), a defects and liability period will run. During this period, the Client will verify the occurrence of any defects and malfunctioning and, upon written notification to the supplier, the latter is due to repair or substitute the malfunctioning item(s).

7. REQUIREMENTS: TYPE OF IT AND INTERNET EQUIPMENT SPECIFICATIONS

a)

7.1. IT Equipment specifications

The required IT equipment to be purchased, along with its technical specifications and quantity are detailed below.

The technical specifications indicated are mandatory (minimum requirement); whether the IT equipment proposed by the Bidder has different (e.g superior) specifications, the Bidder is required to explain them in detail.

The Bidder shall also highlight in its offer the warranty period of every proposed item. A standard guarantee agreement is listed in the warranty column of the related product.

The IT equipment brands indicated are those already used by MoPF/FERD and are required to ensure operational compatibility with existing equipment and therefore reduce ongoing maintenance costs to be covered by MoPF.

IT Equipment	Brand	Quantity	Warranty
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IT Equipment	Brand	Quantity	Warranty
Dell XPS Tower 8930 Desktop CPU- Core i7 Memory - 8GB HDD - 1TB DVD-RW, HDMI and Wifi	Dell	20	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user
Speakers	-	20	
Dell 24" Monitor P2417H with HDMI Port	Dell	20	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
UPS 1250 VA	Power Tree	20	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
XPS 7650 Laptop 512GB SSD, Core i7, 15,6" screen Core i7	Dell	20	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
2016 Microsoft Windows and Office Std. Government License	Microsoft	40	
Antivirus Software	Kaspersky	40	
Image Class LBP 7100N Laser Color Printer	Canon	10	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
LBP 2900 Laser Printer	Canon	20	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
Image Runner Advance C5535i Colour Copier	Canon	2	One-Year Warranty upon service, maintenance and spare parts NOT including PCB Cards, damages caused by electricity fluctuation and damages caused by user's misuse
Image Runner Advance 2545W B/W Copier	Canon	2	One-Year Warranty upon service, maintenance and spare parts NOT including PCB Cards, damages caused by electricity fluctuation and damages caused by user's misuse
LB303 Projector including Tripod	Panasonic	4	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.
Video Conferencing Facilities 500 Series including 55' TV and APC UPS	Polycom	1	1 year for hardware devices but excluding damages caused by electricity fluctuation, lighting, thundering, natural disaster and misuse from user.

7.2. Support infrastructure for internet distribution specifications

The required items to be purchased to ensure internet distribution, along with their technical specifications and are detailed below. The Bidder shall also highlight in its offer the

warranty period of every proposed item.

Internet Services	Quantity	Warranty
Internet Distribution		
APs Ubiquity AC Pro	20	To be proposed by the Bidder
Router Fortigate 100 E	1	To be proposed by the Bidder
Router Yearly License Fee	1	To be proposed by the Bidder
UTP AMP	2500	To be proposed by the Bidder
UPS APC (2000VA)	1	To be proposed by the Bidder
PDU SJ 6 Way 13 Amp	1	To be proposed by the Bidder
Support Infrastructure*		
Server Dell R740	1	To be proposed by the Bidder
NAS Synology (Model - DS918+) + (4TB x 4)	1	To be proposed by the Bidder
Switch Cisco SG 200-26	3	To be proposed by the Bidder
Rack & Accessories SJ Smart Rack 27U	1	To be proposed by the Bidder

7.3. Other aspects

The Contractor should favourably consider calling on suppliers available on the local market whenever possible.

The assignment is expected to be executed by the company, who is responsible for purchasing, installing at FERD in Naypyidaw and testing the IT equipment, in accordance to the requirements of the ToRs.



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Project AID 11087 – CIG 75125586FA

Invitation to bid for IT equipment supply for FERD (Naypyidaw) for the project activities of the Italian Agency for Development Cooperation – AID 11087.

**ANNEX F
TECHNICAL OFFER**

*** CPls kindly check to Attached Document cause of not Enough for spacing ^{to fill up} for Technical Details)

The technical offer consists in:

- A **control table** that proves the availability of the items requested (see “Annex A – Terms of reference” as well as the list below).
- A **project timeline chart** that shows the contract execution timeline proposed by the bidder based on the main milestones of i) delivery of products, ii) installation, iii) run diagnostics;

Control table

- The bidder will declare that it is able to provide the correspondent requested item with a signature on the relative “Availability” cell.
- If the correspondent requested item is not available, the bidder shall specify in the following column (“If the item is not available, detail the alternative model proposed (better characteristics, same brand)”) the new item proposed, which has to be of the same brand and of a superseding model (in terms of characteristics). For these new items, the detail and the specification of the technical characteristics have to be attached to the form.

IT Equipment	Brand	Quantity	Availability	If the item is not available, detail the alternative model proposed (better characteristics, same brand). Technical specifications to be attached	Notes	Type of Warranty





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IT Equipment	Brand	Quantity	Availability	If the item is not available, detail the alternative model proposed (better characteristics, same brand). Technical specifications to be attached	Notes	Type of Warranty
Dell XPS Tower 8930 Desktop CPU- Core i7 Memory - 8GB HDD - 1TB DVD-RW, HDMI and Wifi	Dell	20				
Speakers	-	20				
Dell 24" Monitor P2417H with HDMI Port	Dell	20				
UPS 1250 VA	Power Tree	20				
XPS 7650 Laptop 512GB SSD Core I7	Dell	20				
2016 Microsoft Windows and Office Std. Government License	Microsoft	40				
Antivirus Software	Kaspersky	40				
Image Class LBP 7100N Laser Color Printer	Canon	10				
LBP 2900 Laser Printer	Canon	20				
Image Runner Advance C5535i Colour Copier	Canon	2				
Image Runner Advance 2545W B/W Copier	Canon	2				
LB303 Projector including Tripod	Panasonic	4				



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IT Equipment	Brand	Quantity	Availability	If the item is not available, detail the alternative model proposed (better characteristics, same brand). Technical specifications to be attached	Notes	Type of Warranty
Video Conferencing Facilities 500 Series including 55' TV and APC UPS	Polycom	1				

Internet Services	Quantity	Availability	If the item is not available, detail the alternative model proposed (better characteristics, same brand). Technical specifications to be attached	Notes	Type of Warranty
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Internet Distribution

APs Ubiquity AC Pro	20				
Router Fortigate 100 E	1				
Router Yearly License Fee	1				
UTP AMP	2500				
UPS APC (2000VA)	1				
PDU SJ 6 Way 13 Amp	1				

Support Infrastructure*

Server Dell R740	1				
NAS Synology (Model - DS918+) + (4TB x 4)	1				
Switch Cisco SG 200-26	3				
Rack & Accessories SJ Smart Rack 27U	1				



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Transportation, Installation and running diagnostics tests (if any)	Availability	Notes
Transportation to Naypyidaw		
Installation in Naypyidaw		
Running diagnostics test in Naypyidaw, 3 months after installation		

Timeline chart

- The Bidder is required to propose an execution timeline in which are listed the main actions and periods over which the contract will be implemented.
- The timeline chart proposed by the Bidder has to consider the main actions and related milestones of i) Delivery of IT equipment, ii) installation of IT equipment, iii) run diagnostics of installed IT equipment;
- The selected Bidder will be responsible for executing the contract in accordance to the proposed timeline. The execution of the contract will be verified against the timelines and the milestones listed in the timeline chart.
- The Bidder can use the following timeline chart as an example, however the Bidder can propose his own format provided that the main Phases, actions and deliverables are clearly explained.



IT Equipment	Brand	Quantity	Availability (Original)	If the item is not available, detail the alternative model proposed (better characteristics,same brand). Technical Specifications to be attached	Notes	Type of Warranty
Dell XPS Tower 8930 Desktop CPU-Core i7 Memory-8GB HDD-1TB DVD-RW, HDMI and Wifi	Dell	20	Dell XPS Tower 8930 Desktop CPU-Core i7 Memory-8GB HDD-1TB DVD-RW, HDMI and Wifi		6 to 8 weeks	1 Years Carry In Part and Service Warranty
Speakers	Dell	20	Dell ACS11 Stereo USB Soundbar MN008		2-3 weeks	1 Year Carry In Part and Service Warranty
Dell 24" Monitor P2417H with HDMI Port	Dell	20	Dell 24" Monitor P2417H with HDMI Port		6 to 8 weeks	3 Years Carry In Part and Service Warranty
UPS 1250 VA	Power Tree	20	UPS 1250 VA			1 year battery, two years parts and lifetime service warranty (Carry in)
XPS 7650 Laptop 512GB SSD Core i7	Dell	20		Model-Dell XPS 15 (9570) Laptop Computer Processor-8th Generation Intel(R) Core(TM) i7-8750H Processor (9M Cache, up to 4.1GHz, 6 cores) Display-15.6" FHD (1920 x 1080) InfinityEdge Anti-Glare Non-touch IPS 100% sRGB 400-Nits display Backlit Keyboard (US/International) with Finger Print Reader Memory-16GB, 2x8GB, DDR4, 2666MHz Hard Disk-512GB M.2 2280 PCIe Solid State Drive Graphics-NVIDIA(R) GeForce(R) GTX 1050Ti with 4GB GDDR5 Wireless & BT-Killer 1535 802.11ac 2x2 WiFi and Bluetooth Battery-6-Cell 97Whr Integrated AC Adaptor-130W Power Adapter Bag-Dell Essential Briefcase 15 Keyboard-Backlit Keyboard (US/International) with Finger Print Reader O/S-Windows 10 Home Plus Single Language English System Management Software Microsoft Office 30 Day Trial McAfee Live Safe 12 month Subscription	6 to 8 weeks	1 year battery, three years parts and service warranty (Carry in)
2016 Microsoft Windows and Office Std Government License	Microsoft	40	Office Standard 2016 OLP NL (Gov) Window Professional 10 SNGL OLP NL Legalization GetGenuine		2 weeks	Without Warranty
Antivirus Software	Kaspersky	40	Kaspersky Antivirus Software		1 week	Without Warranty
Image Class LBP-7100N Laser Color Printer	Canon	10		Canon Color Laser Printer Model LBP-611 Cn c/w-Cartridge 045 Specification-A 4 Size, 18 PPM (Mono), 18 PPM (Color) -600 x 600 dpi, Standard Interface: High-Speed -USB 2.0, USB Host, 10Base-T/100Base -TX/1000Base-T Ethernet -UFR II, Mobile Print -Device Memory: 1 GB -Monthly Duty Cycle: 30,000 Pages -Window Operating Systems: Window (10), -Window (8.1), Window (8), Window (7), -Mac OS X (*2) 10.7.5 & up, Linux (*2)	1 week	One year Warranty upon Serice, maintenance and spare parts NOT including Consumable, PCB Cards,damages caused by electricity fluctuation and damages caused by user's misuse.
LBP 2900 Laser Printer	Canon	20	LBP 2900 Laser Printer		1 week	One year Warranty upon Serice, maintenance and spare parts NOT including Consumable, PCB Cards,damages caused by electricity fluctuation and damages caused by user's misuse.

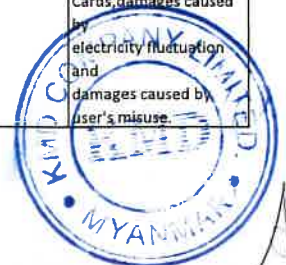


Image Runner Advance C5535i Colour Copier	Canon	2	Image Runner Advance C5535i Colour Copier Canon image RUNNER ADVANCE Model IR ADV C5535i (Color)	1 week	One year Warranty upon Serice, maintenance and spare parts NOT including Consumable, PCB Cards,damages caused by electricity fluctuation and damages caused by user's misuse.	
Digital Multifunction Copier	Canon	2	Canon Digital Multifunction Copier Model iR-2545W	1 week	One year Warranty upon Serice, maintenance and spare parts NOT including Consumable, PCB Cards,damages caused by electricity fluctuation and damages caused by user's misuse.	
LB303 Projector Including Tripod	Panasonic	4	LB303 Projector Including Tripod	1 week	3 years service 1 year parts and Lamp warranty for Projector without warranty for Projector Screen	
Video Conferencing Facilities 500 Series including 55" TV and APC UPS	Polycom	1	RealPresence Group 500-720p: Group 500 HD codec, Premier, One Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-L camera LG TV 55" supporting UHD APC Smart-UPS RT-1000VA/700 Watt 230V (SURT 1000XLI)	4 to 6 weeks	1 year for Polycom and LG TV 2 years warranty for APC Online UPS	
Internet Services	Quantity	Availability	If the item is not available, detail the alternative model proposed (better characteristics,same brand). Technical Specifications to be attached		Notes	Type of Warranty
Internet Distribution						
APS Ubiquity AC Pro	20	Ubiquiti Unifi AP, AC PRO		1 week	1 year warranty but excluding damages caused by electricity fluctuation, Lighting, Thundering, natural disaster and misuse from user	
Router Fortigate 100E	1	FG-100E 20 x GE RJ45 Ports (including 2 x WAN ports, 1X		4 weeks	1 Year Part and Service warranty (Carry In)	
Router Yearly License Fee	1	1 year 8 x 5 FortiCare and FortiGuard UTM Bundle				
UTP AMP in meters	2500	AMP UTP Cable, Cat 5e, 4 prs, 24AWG,Sol, CM,Wht,PB		1 week	Without Warranty	
UPS APC (2000VA)	1	AMP Smart UPS SRT 2200VA RM 230V (Rack Mount) SRT2200RMXLI		2 week	2 years warranty for APC Online UPS	
PDU SJ 6 Way 13 Amp	1		6 Way PDU with 3meter input cable and 13A UniversalInput Plug-Rack Mount Type PDU-C-13A-06-UNI-XX	1 week	1 years warranty (Carry In)	
Support Infrastructure						



Server Dell R740	1	<p>Dell PowerEdge R740 Server</p> <p>Chassis-Chassis with up to 8 x 2.5"</p> <p>SAS/SATA Hard Drives for 2CPU</p> <p>Configuration</p> <p>CPU-Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400</p> <p>2nd CPU-Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W)</p> <p>DDR4-2400</p> <p>Memory-16GB (2x8GB RDIMM, 2666MT/s, Single Rank)</p> <p>Hard Disk-4Nos x2TB 7.2K RPM SATA 6Gbps 512n 2.5in Hot-plug Hard Drive</p> <p>Raid-No RAID</p> <p>Raid Ctrl-PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile</p> <p>Network-Broadcom 5720 QP 1Gb Network Daughter Card</p> <p>Optical Drive-DVD+-RW,SATA,Int</p> <p>Power Supply-Dual, Hot-plug, Redundant Power Supply (1+1), 750W</p> <p>Rack Rail-ReadyRails Sliding Rails With Cable Management Arm</p> <p>O/S-Windows Server 2016</p> <p>Standard,16CORE,Factory Installed, No Media,NO CAL</p> <p>Windows Server 2016 Standard,16CORE,Media Kit</p> <p>2 x MS2016 Standard Edition, Additional License, 2 CORE,NO MEDIA/KEY</p> <p>iDRAC9,Enterprise</p> <p>OpenManage DVD Kit,Poweredge R740</p>	6 to 8 weeks	3 years warranty
NAS Synology (Model-DS918+) (4TB x 4)	1	<p>DS918+</p> <p>4 Bay, Up to 48 TB (12 TB drive x 4) (Capacity may vary by RAID types) , Quad Core 1.5 burst up to 2.3 GHz, RAM: 4 GB DDR3L Up to 8 GB (4 GB x 2), 2 X Gb port, 2 x USB 3.0, 1 X eSATA Port, M.2 Drive Slots - 2 .</p> <p>Max Raw Capacity with Expansion Units 108 TB (48 TB + 12 TB drive x 5) (Capacity may vary by RAID types) 3.5" HDD 4TB x 4</p>	1 week	1 year warranty
Switch Cisco SG 200-26	3	Cisco SG250-26 26 port Gigabit Switch (SG250-26-K9-EU)	1 week	1 year warranty



Rack & Accessories SJ Smart Rack 27U	1		<p>Toten Syntax GS-E Network Cabinet - 27U (Black) (800 x 1000 x 1388 (W x D x H) mm)</p> <p>Standard Scope of Supply</p> <ul style="list-style-type: none"> • Full Vented Top Frame with Front/ Rear/ Sides Cable Entrance • 2 x Lift Off Type Side Door with Quick Release Catch & Camlock • 1 x Full Perforated Arc-Fold Front Door and Swing Handle Lock (Hexagon Honey-Comb) • 1 x Double Section Full Perforation Rear Door with Swing Handle Lock (Hexagon Honey-Comb) • (D800 Rack) 4 x 4" fan with Top Fan Tray, Guard & Filter (Low Noise) • (D1000 & Above Rack) 6 x 4" fan with Top Fan Tray, Guard & Filter (Low Noise) <ul style="list-style-type: none"> ▪ 1 set Panel Mount Support • 4 x Panel Mount with Unit Indication & Silk Screen Numbering <ul style="list-style-type: none"> ▪ 1 x Base Frame with Provision of Cable Entrance <ul style="list-style-type: none"> • 1 set of Heavy Duty Castor Wheel ▪ 1 set of Leveling Stand • 2 x Vented Equipment Fixed Tray • 1 Pkt of M6 Cage Nuts Assembly - 50pcs • Finish with Epoxy Powder Coating - RAL 9004 Black <ul style="list-style-type: none"> • (W800 Rack) 1 set 19" conversion kit • (W800 Rack) 2 x Front Cable management c/w Cable Ring 	1 week	without warranty
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Transportation, Installation and running diagnostics tests (if any)	Availability	Notes
Transportation to Naypyidaw	Yes, available	
Installation in Naypyidaw	Ok, available	
Running diagnostics test in Naypyitaw, 3 months after installation	Sure, available	





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		Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
		W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
Phase 1	Signature of the contract																								
Deliverable 1	Contract is signed																								
Phase 2	Delivery of IT equipment																								
Action x																									
Action y																									
Deliverable 2	IT equipment delivered																								
Phase 3	Provisional handing over: installation of IT equipment and first testing																								
Action x																									
Action y																									
Deliverable 3	IT equipment installed																								
Phase 4	Final handing over: final testing of IT equipment running diagnostic tests																								
Action x																									
Action y																									
Deliverable 4	Diagnostic of installed IT equipment performed																								

Name	TIN ZAR LINN
Firm and Position	KMD Company Limited Senior Manager
Signature	
Date	10 July 2018

CPls Check in Attached document for Core-Chart



