

REPUBLIC OF THE UNION OF MYANMAR



MINISTRY OF TRANSPORT AND COMMUNICATIONS

POSTS & TELECOMMUNICATIONS DEPARTMENT

UNIVERSAL SERVICE FUND

REQUEST FOR BIDS

TELECOMMUNICATIONS INFRASTRUCTURE SERVICES

RURAL PILOT PROJECT

Bid Package Number G2.2

Nay Pyi Taw

9 November 2018

Specific

Request for Bids
Non-Consulting Services

Employer: Ministry of Transport and Communications (MoTC)

Project: Telecommunication Sector Reform Project

Contract title: Telecommunications Infrastructure Services Rural Pilot

Country: Myanmar

Loan No. /Credit No. / Grant No.: 5353-MM

RFB No: G2.2

Issued on: 9 November 2018

1. The **Government of the Union of Myanmar** has received financing from the World Bank toward the cost of the **Telecommunication Sector Reform Project**, and intends to apply part of the proceeds toward payments under the contract for **Telecommunications Infrastructure Services Pilot**
2. The **Ministry of Transport and Communications** now invites sealed Bids from eligible Bidders for provision of telecommunication infrastructure services in 4 different townships over a period of 5 years from the time of award. The townships have been divided into four (4) lots as detailed in the Bid Data Sheet.
3. Bidding will be conducted through Limited Competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "The World Bank Procurement Regulations for IPF Borrowers" procurement in IPF, Goods, Works, Non-consulting and Consulting Services, dated on July 2016, revised November 2017 ("Procurement Regulations"), and is open to four eligible Bidders (Myanmar Posts and Telecommunication, Ooredoo Myanmar Limited, Telenor Myanmar Limited and Telecom International Myanmar). Bidder may bid for one lot or combination of lot.
4. Interested eligible Bidders may obtain further information from **The Project Director, Ministry of Transport and Communications, Post and Telecommunications Department, Building No.2, Nay Pyi Taw, Myanmar** and inspect the bidding document during office hours from **10:00hrs to 16:00 hrs** at the address given below.
5. The bidding document in English may be obtained by interested eligible Bidders upon the submission of a written application to the address below free of charge.

6. Bids must be delivered to the address below on or before 14:00 hrs on 6 February 2019. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below soon after close of bid submission time.
7. All Bids must be accompanied by a bid securing declaration (instead of bid security), see the Bid Forms.
8. The address (es) referred to above is (are):

Project Director
U Than Htun Aung
Telecommunications Sector Reform Project
Posts and Telecommunications Department
Ground Floor Conference Room
Building No. 2
Nay Pyi Taw
Myanmar
Phone Number: 067 407 435
Fax Ph: 067407 539
E-mail: thanhtunaung@ptd.gov.mm
CC to usodeparment.ptd@gmail.com
dg.ptd@mptmail.net.mm

Request for Bids Non-Consulting Services

Procurement of: Telecommunications Infrastructure Services Rural Pilot

RFB No: G2.2

Project: Telecommunications Sector Reform Project

Employer: Ministry of Transport and Communications

Country: Myanmar

Issued on: 9 November 2018

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided **in the BDS**.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United

Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence

the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract

including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer or under other considerations as indicated in the **BDS**
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Activity Schedule

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Site Visit** 7.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.
- 8. Clarification of Bidding Document** 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document** 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 8.1.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

- 11. Language of Bid**
- 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents Comprising the Bid**
- 12.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 13;
 - (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
 - (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
 - (d) **Alternative Bid:** if permissible in accordance with ITB 14;
 - (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
 - (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
 - (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
 - (i) any other document required **in the BDS**.
- 12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

- 13. Letter of Bid and Activity Schedule**
- 13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.
- 14. Alternative Bids**
- 14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer’s Requirements.
- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix B to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder. Additional instructions are detailed in the **BDS**
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer’s Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in

the total Bid price submitted by the Bidder.

- 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 16. Currencies of Bid and Payment**
- 16.1 The currency (ies) of the Bid and the currency (ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.
- 16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.
- 17. Documents Establishing Conformity of Services**
- 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.
- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.
- 18. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and

Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original

form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall

consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
 - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 23.1;
 - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or

premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening

26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated

representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Bid opening that

shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
- (c) any alternative Bids;
- (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in

the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected.

**29. Deviations,
Reservations,
and Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination
of
Responsiveness**

30.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer’s Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the

material deviation, reservation, or omission.

31. Nonconformities Errors and Omissions

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS.**

32. Correction of Arithmetical Errors

32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

- 33. Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS.**
- 34. Margin of Preference** 34.1 A margin of preference shall not apply.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated subsidy proposal per Lot (i.e., evaluated on a Lot-by-Lot basis)
- 35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
 - (b) price adjustment due to discounts offered in accordance with ITB 15.4;
 - (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
 - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day work, when requested in the Specifications (or Terms of Reference); and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Qualification of the Bidder**
- 38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially

responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**39. Employer's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**40. Standstill
Period**

40.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified **in the BDS**. Where only one Bid is submitted, the Standstill Period shall not apply.

**41. Notice On
Intention to
Award**

41.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

42. Award Criteria

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and

- (b) the lowest evaluated subsidy proposal per Lot

43. Notification of Award

43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 40.1, or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

43.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Employer

44.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline,

the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

- 44.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

- 45.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.
- 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

46. Performance Security

- 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and

forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator

47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: G2.2</p> <p>The Employer is: Ministry of Transport and Communications</p> <p>The name of the RFB is: G2.2 -Telecommunications Infrastructure Services Pilot</p> <p>The procurement is for the provision of Telecommunications Infrastructure Services in the Designated Areas in accordance with the Service Agreement (Subsidy Contract) at least for a period of 5 years. The tender comprises a competition to provide service in four (4) different townships (and up to a maximum of 52 village tracts which have areas with less than 80% population covered). These are listed as four (4) Bidding Lots – each Lot is for the provision of services in one Township in one State or Region. The number and identification of lots (contracts) comprising this RFB are:</p> <ul style="list-style-type: none"> Lot 1: Hpasawng township in Kayah State Lot 2: Sidoktaya township in Magway Region Lot 3: Minbya township in Rakhine State Lot 4: Ann township in Rakhine State <p>The complete list of targeted townships, showing their state / region and the total number of village tracts with unserved areas in each Township is provided in Annex E of this document. Further detailed and map information on all of the included areas are provided in Annex A.</p> <p>Bidders are required to state how much subsidy they require for the provision of the Mandatory Services in the Designated Areas at least for a period of 5 years individually for each Lot for which they want to submit a bid, after which the Service Provider is expected to continue providing service. Bidders can bid for any or all Lots according to their choice.</p> <p>The Employer will award the Contract for service provision and corresponding Subsidy for each Lot to the Bidder whose Bid has been determined to be substantially responsive to the bidding document requirements and who has asked for the lowest evaluated subsidy for the corresponding Lot. No other payment will be made for the provision of the Services under this contract. No “slice and package” or discounts of any kind shall be considered.</p>

ITB 1.2(a)	Electronic –Procurement System is not applicable and will not be used
ITB 1.3	The intended completion for the infrastructure roll-out is within 12 months. Subsidy payment is to be complete after additional 4 months satisfactory service provision. The universal service contract is for 5 years, with the expectation that service is viable through the subsidy and operators continue to provide service for the length of their license.
ITB 2.1	The Borrower is: Government of the Union of Myanmar and the Ministry of Transport and Communications is the implementing agency for the Project on behalf of the Borrower Loan or Financing Agreement amount: US\$31.5 million The name of the Project is: Telecommunications Sector Reform Project
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: Three (3)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB4.6	Myanmar Post and Telecommunications have been allowed to participate because their participation is critical to Project Objectives as allowed under Regulation 3.23 (c) of the applicable Procurement Regulations
	B. Contents of Bidding Document
ITB 8.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: Attention: Project Director U Than Htun Aung (Director of IR Section) Posts and Telecommunications Department Address: Ministry of Transport and Communications, Building No.2, Nay Pyi Taw. Myanmar Floor/ Room number: Conference Room, Ground Floor City: Nay Pyi Taw Country: Myanmar Telephone: 067 407 435 Fax number: 067 407 539 Electronic mail address: thanhtunaung@ptd.gov.mm CC to usodepartment.ptd@gmail.com , dg.ptd@mptmail.net.mm

	<p>Requests for clarification should be received by the Employer no later than: 21 Days before the deadline for Bid Submission Date</p> <p>Clarification should be provided by the Purchaser no later than: 14 days before the deadline for bid submission</p> <p>PTD shall also hold a pre-bid meeting open to be attended by all eligible bidders. The purpose is to assist with clarifications of proposal preparation and bid requirements. The pre-bid meeting will be held after 3 weeks of the bid launch and no later than 5 weeks after bid launch. PTD shall issue an invitation to all eligible bidders with at least one week's notice.</p>
	C. Preparation of Bids
ITB 11.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English language</p>
ITB 12.1 (j)	The Bidder shall submit the following additional documents in its Bid: Environmental and Social Management Plan
ITB 14.1	Alternative Bids shall not be considered.
ITB 14.2	Alternative times for completion shall not be permitted
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: None
ITB15.3	<p>15.3 (i) The Bidder's subsidy proposal shall be the bid. The bid shall be for the Services as described in Annex B and in the Technical Specification Annex E, based on the Activity Schedule as submitted by the Bidder. All services and specifications shall also be in compliance with requirements indicated in Annex D.</p> <p>15.3(ii) The bidder(s) must state the subsidy it will require in order to install the proper infrastructure and provide the Service throughout the designated area(s) of Lots. For purposes of generating projected financial statement for operating years one (1) through five (5) the applicant shall provide an estimate of the number of subscribers it expects to serve. The proposal must include a concise financial analysis detailing the calculation of the proposed subsidy amount; the financial analysis must clearly provide a breakdown of network costs and other costs involved in providing the proposed services. The detailed financials for the designated areas in the bid should include</p>

	<p>profit and loss report(s), balance sheet and cash flow for the first five (5) years of operations. In addition, all the assumptions the bidder used for preparing the detailed financials for the designated areas must be presented. The financial analysis will aid the Employer in confirming that the applicant can viably provide the service(s).</p> <p>15.3 (iii) The maximum subsidy shall be as specified below:</p>							
	Lot	State /Region	Township	% of total population covered	Uncovered population	Est. no of Village tracts with covered population <80%	Main road of Highway to be covered (Yes/No)	Max. allowable subsidy (US\$)
	1	Kayah	Hpasawng	62	9,751	8	Yes	530,758
	2	Magway	Sidoktaya	58	19,961	37	No	1,044,323
	3	Rakhine	Minbya	87	22,674	4	No	942,703
	4	Rakhine	Ann	88	14,845	3	No	1,459,953
ITB 15.7	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.							
ITB 16.1	The bidder may express the price for their services in any fully convertible currency, singly or in combination of up to three foreign currencies. The bidder shall state local costs in the employer's country currency (local currency) in Myanmar Kyats).							
ITB 18.4	Prequalification has not been undertaken. This tender is open to bidders that have been licensed to provide telephony and telecommunication network services in Myanmar, i.e., holders of a National Telecommunications License (NTL).							
ITB 19.1	The Bid validity period shall be 120 days.							
ITB 19.3 (a)	<p>The Bid price shall be adjusted by the following factors;</p> <p>The local currency portion of the contract price shall be adjusted by a factor reflecting local inflation during the period of extension and the foreign currency portion of the contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension. The maximum adjustment will be limited to 6% for local currency and 3% for foreign currencies.</p>							
ITB 20.1	A Bid Securing Declaration shall be required.							
ITB 20.3 (d)	Other types of acceptable securities: None							
ITB 21.1	In addition to the original of the Bid, the number of copies is: Three (3) copies							

ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of either (i) None if signed by Managing Director or Company Chairperson (ii) Power of attorney authorizing the signatory to sign the bid in case of single entity (iii) Power of attorney provided by authorized persons for all entities forming part of a joint venture
D. Submission and Opening of Bids	
ITB 23.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Project Director U Than Htun Aung (Director of IR Section) Posts and Telecommunications Department Building No: Building No. 2, Ministry of Transport and Communications Floor/ Room number: Ground Floor conference room City: Nay Pyi Taw Country: Myanmar Bidders shall not have the option of submitting their bids electronically.
ITB 23.1	The deadline for Bid submission is: Date: 6, February 2019 Time: 14:00 hrs Local Time Bidders shall not have the option of submitting their Bids electronically.
ITB 26.1	The Bid opening shall take place at Bid Submission Address Date: Same as the submission deadline indicated in ITB 23.1 Time: Immediately after the Bid Submission Deadline indicated in ITB 23.1
ITB 26.6	The Letter of Bid and priced Activity Schedule shall be initialed by two (2) representatives of the Employer conducting Bid opening
E. Evaluation and Comparison of Bids	
ITB 31.3	Not applicable. Substantially responsive bids shall be evaluated on the basis of price alone.
ITB 33.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Myanmar Kyat The source of exchange rate shall be: Central Bank of Myanmar

	The date for the exchange rate shall be: Date of Submission of the Bid
ITB 40 Standstill Period	The Standstill Period is Ten (10) Business Days from the date the Employer has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.
	F. Award of Contract
ITB 47	The Adjudicator proposed by the Employer is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____. “To be finalize during contract negotiation”

Section III - Evaluation and Qualification Criteria

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated subsidy proposal per Lot (i.e., Bids shall be evaluated on a Lot- by-Lot basis).

1. Evaluation (ITB 35.2(f))

In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

1.2 Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, that is each lot will be separately evaluated and no discounts for multiple lots shall be considered. The contract(s) will be awarded to the substantially responsive Bidder or Bidders offering the lowest evaluated subsidy proposal to the Employer for each individual lot, subject to the selected Bidder(s) meeting the required qualification criteria for each lot. .

(b) Qualification Criteria for Multiple Contracts:

The criteria for qualification is aggregate minimum requirement for respective lots as defined by the Employer as follows:

- (i) Bidder must have submitted lowest evaluated subsidy in Lots to be awarded and have adequate financial resources to deliver the services as required by qualification requirements

2. Qualification

All Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Signed statement that they have fulfilled all main conditions related to the License and have complied with annual financial reporting duties to the Ministry.
- (c) list of major items of equipment proposed to carry out the Contract;

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) Must have fulfilled all conditions related to their License at the time of submission of Bid [Signed Statement to that effect]
- (b) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 75% of the total cost of the proposal to provide the services as described in ITB15.3

The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria regarding (b), however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Section IV- Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: *All italicized text is to help Bidders in preparing this form.*

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: G2.2

To: Project Director, Post and Telecommunications Department, Ministry of Transport and Telecommunications, Building No.2 Nay Pyi Taw, Myanmar

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: **Telecommunications Infrastructure Services Pilot**;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts (Not Applicable):** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (m) We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.3 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.4 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.5 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.6 Evidence of access to financial resources to meet the

qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

- 1.9 Statement of compliance with the requirements of ITB 4.2.
 - 1.10 Proposed Program (service work method and schedule). Descriptions, drawings, charts and environmental and social management plans, as necessary, to comply with the requirements of the bidding document.
- 2. Joint Ventures**
- 2.1 The information listed in 1.5 - 1.6 above shall be provided for each member of the joint venture.
 - 2.2 Other information above a shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
 - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required **in the BDS.**

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Activity Schedule

Currencies in accordance with ITB 16						Date: _____
						RFB No: _____
						Lot No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services] Telecom & Broadband Internet service in Bidding Lot (Number & Township)</i>	<i>Telecom towers</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit including O&M and all other costs]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Method Statement

The Bidder shall provide Pro-forma Lot Financial Statements as required in the BDS 15.3(ii) and described in Part II Employer's Requirement

Work Plan

Notification of Award - Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

RFB No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) : **None**

Under ITB 4.8 (b): **None**

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring miss procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.
-

Part II – Employer's Requirement

Section VII – Activity Schedule

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Section VII - Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

The Specific Requirement for this RFB

The Bidder shall submit a separate Activity Schedule form for each Bidding Lot, to include all sub-lots (Townships) in each Lot, for which it is submitting a subsidy bid.

Bidders can bid for any or all Lots according to their choice. If the Bidder chooses to bid for a particular Lot, the bidder must meet the coverage requirement specified in the Technical Specifications for all sub-lots (townships) in the Lot. This Schedule will be considered an integral part of the Contract, and shall regulate the progress of the infrastructure installation as well as the project, in accordance with Annex B.

*The Bidder shall note the village tracts in each township of each Lot which are *not* already covered (listed in Annex A) in meeting the service level specified in its Technical Plan (refer to 13.1h of BDS); these shall be the village tracts in which the bidder is required to meet the specifications under the subsidy. The list of uncovered village tracts shall ultimately become Annex A attached to the Contract; this list shall be confirmed, finalized and committed at the time of contract signature.

Lot	State /Region	Township	% of total population covered	Uncovered population	Est. no of Village tracts with population coverage below the specified limit
1	Kayah	Hpasawng	62	9,751	8
2	Magway	Sidoktaya	58	19,961	37
3	Rakhine	Minbya	87	22,674	4
4	Rakhine	Ann	88	14,845	3
	Totals			67,231	52

It should be noted from the detailed listings in Annex A that there is some conflict between the list of Village Tracts (VTs) in the GIS map files obtained through MIMU and the list of VTs contained in the Census reports.

A total of 52 of the village tracts in the 4 townships have at least some uncovered areas greater than twenty percent (20%) and are therefore the subject of this tender.

Annex A provides a complete summary of village tract names and GIS / Census matching check list. The targeted village tract coverages in each township are also included and aided by the township coverage maps included in Annex A.

Pro-Forma Financial Statements

The Bidder shall also include a pro-forma financial statement for each Lot for which it has submitted a subsidy proposal.

For purposes of generating projected financial statements for operating years one (1) through five (5) the applicant shall provide an estimate of the number of subscribers it expects to serve.

The proposal must also include a concise financial analysis detailing the calculation of the proposed subsidy amount; the financial analysis must clearly provide a breakdown of network costs and other costs involved in providing the proposed services. The detailed financials for the designated areas in the bid should include profit and loss report(s), balance sheet and cash flow for the first five (5) years of operations. In addition, all the assumptions the bidder used for preparing the detailed financials for the designated areas must be presented. The financial analysis will aid the Employer in confirming that the applicant can viably provide the service(s).

Annex A - Township Coverage Maps and Village Tract Data

(Supplied as a separate document)

Annex B- Description of Services

Annex B—Description of the Services

PROJECT PERIOD

The Contact will have a term of five (5) years, commencing from the start of service provisioning in all mandatory service areas and it is expected that the winning bidder will be able to continue the services with the subsidy during the length of their existing licence.

SCOPE OF SERVICES

Mandatory Services

The Service Provider shall provide: a) Basic Voice Communications and b) Broadband Communications Services in the Designated Areas as specified in Annex E and in accordance with the Service Contract.

Other licensed services

In addition to the Mandatory Services, the Service Provider may provide certain other services where the Service Provider is authorized to provide such services by the License or other authorization issued by PTD.

Other services

The Service Provider is free to apply for additional licenses to provide other telecommunications services in accordance with the existing licensing procedures which apply in Myanmar.

QUALITY OF SERVICES

Coverage of village tracts shall be in accordance with specific coverage required under the Service Contract. PTD, with the assistance of a third party Technical Auditor contracted by PTD, shall verify the service quality achievements of the currently underserved village tracts as specified in Annex E by means of a “drive out test” which involves service being tested at a number of geographic points in the designated area(s). These geographic points shall be within the village tracts which are newly served by the subsidized network. In the drive-out test, access will be deemed to be provided as long as the specified service is obtained from points within areas covering at least 80% of the population of village tracts as specified in Annex A, as well as portions of the ASEAN and National Highways remaining uncovered prior to this tender.

ACTIVITY AND ROLL-OUT SCHEDULE

The Service Provider will provide the Mandatory Services in the Designated Areas in accordance with the Activity Schedule that shall form part of their bid. The Activity Schedule shall be incorporated into the Contract.

Milestones	Schedule
#1 – Contract signature	(Date to be inserted)
#2 – 50% of targeted population coverage achieved	6 months from contract signed
#3 – Roll-out complete and 100% of targeted population coverage achieved	12 months from contract signed
#4 – 4 month satisfactory service provision, meeting the Quality of Service requirements	16 months from contract signed

ENVIRONMENTAL AND SOCIAL MANAGEMENT FRAMEWORK (ESMF)

The Applicant shall ensure that all requirements of the ESMF as described in Annex F and providing documentation as specified in the BDS shall be provided prior to final site selection and acquisition and in the applicant's reporting obligations under the Service Contract.

Annex C - Basic Requirements for Proposals

In accordance with the general and specific requirements of this Request for Bids, proposals for access to the universal service funds must contain the following:

- 1) A description of basic and advanced communications services the applicant proposes to offer along with an identification of facilities and related equipment the applicant expects to install, including any existing network to which the extended service shall be connected and the spectrum to be utilized;
- 2) A timetable for the provision of communications services;
- 3) An estimate of the total capital and operating costs the applicant expects to incur in the provision of services;
- 4) Proposed retail tariffs for all services;
- 5) Description of quality of service guarantees and standards the applicant will meet; for basic voice services the applicant will define the signal level in dBm it will have within the covered areas, as well as call completion and the other quality of service parameters that are required as per Annex E sub-section 1.6 in this bid document. For the broadband communications services the applicant will also describe the internet session set-up and data speed parameters required in the service provider's as prescribed in Annex E sub-section 1.6.
- 6) Statement of intention to carry out the requirements for the Environment and Social Management Framework (ESMF) in accordance with Annex F and the BDS.

The evaluation criteria for assessing proposals shall include determination of whether the submissions are comprehensive, efficient, and economically practicable, and whether proposed retail tariffs are in accordance with prevailing national rates. Furthermore, the evaluation committee shall assess whether a submission or project can be implemented on a timely basis, notwithstanding that the Project will award the least amount of funds necessary to achieve success in designated universal service areas.

The evaluation of the proposals shall be in accordance with this Bid Document and in compliance with Borrower Regulations and Myanmar Tender Directives No.1/2017. In case of conflict World Bank Borrower Regulations will prevail.

Annex D - Service Availability and Quality Specifications

A Proponent must demonstrate that the networks and communications services it proposes to provide will adequately serve users located in the un-served and underserved areas designated by the Universal Service Strategy, to achieve a standard and quality of service provided elsewhere in the network.

The Applicant(s) must also certify that they will comply with the quality of service and the accessibility and coverage conditions of the Contract and as set out in Annex E of this document.

If there is a proposal for the use of wireless technologies, the Applicant(s) may use any appropriate wireline or wireless technologies, as described in Annex E, subject to any limitations contained in their licenses.

Coverage of the village tracts for both basic voice and broadband services shall be in accordance with the requirements of Annex E. The coverage will be determined or verified by a “drive out test.”

The Technical Auditor contracted by PTD shall verify the service quality achievements of the currently underserved village tracts by means of a “drive out test” which involves service being tested at a number of geographic points in the designated area(s) in which the contracted provider is required to provide service. These geographic points shall be within the village tracts which are newly served by the subsidized network. In the drive-out test, service will be deemed to be provided as long as service is obtained from points within areas covering at least 80% of the populations within the village tracts as specified in Annex A, as well as extended coverage of ASEAN and National highways in areas shown to be uncovered in Annex A.

Annex E - Technical Requirements & Performance Specifications

1.1 Network Description, Service Requirements & Regulatory Conditions

The bidder(s) must provide a concise description of the proposed networks, which shall include: (a) a demonstration that the proposed equipment, software and other facilities have been sufficiently field-proven and capable of providing the communications services proposed by the bidder and the technical requirements of the Tender; (b) specification on the minimum signal strength in dBm that will be maintained in the designated areas and, in any event, must be maintained for each of the first five (5) years of Service Activities Program.

The network description also shall include a map or set of maps illustrating the intended network infrastructure and an identification of all transmission, switching, routing, interface technologies and transmission frequencies the applicant proposes to use.

The description shall summarize the Activities Program and service coverage plans, including estimated dates for installation and initiation of the proposed service. This description should disclose any information regarding: radio spectrum uses, the total bandwidth capacity, use of existing network capacity, any current and available rights of way as well as a description of those rights that will be deemed necessary, and any and all proposed service interconnection points for the applicant's network with existing service networks.

The network used to provide the Mandatory Voice and Broadband Communications Services must meet the following minimum criteria:

- a) the network must use user technologies which singly or in combination shall provide basic voice and broadband user services and which are well established and supported in Myanmar for main infrastructure services.
- b) the network must be designed to have a high availability which includes a requirement that relevant network elements have diesel generator, battery and/or solar panel power and that adequate cooling is provided (either by using air conditioning or by passive air flow design);
- c) The network availability and quality of service levels shall comply with all the technical standards of the proponent's existing National Telecommunications License (NTL) service level obligations except for where specific variations are proposed in this Annex E;
- d) the network element must have appropriate physical security mechanism and meet regulations consistent with good practice and construction regulation in Myanmar (which may, for example, include razor wire fences around facilities such as base stations);
- e) in the case of wireless provided services, the specifications and operability shall be the responsibility of the NTL service provider. Base station towers – whether owned and operated by the Service Provider or leased from a tower company - must be constructed

in an appropriate manner to provide the Mandatory Services and in accordance with the Laws and Regulations of the Republic of the Union of Myanmar;

- f) Network sharing: voluntary roaming agreements and Radio Active Network (RAN) sharing is permitted. Further, passive infrastructure sharing is mandatory. The selected service provider must ensure that towers are able to accommodate at least two (2) other operators to share the tower. Service providers are mandated to share their towers six month after service provisioning, if this is requested by other licensed NTL operators. Service providers shall offer tower sharing prices that are cost-based, non-discriminatory and transparent. If no agreement can be reached within one month of negotiations, the matter can be referred to PTD for dispute resolution or regulatory action.

1.2 Ownership of Network

The Service Provider shall own and operate the equipment and network used to supply the Mandatory Services, but is permitted to lease backbone, passive infrastructure elements, and enter into Radio Access Network (RAN) sharing arrangements. However, the Employer, the Technical Auditor and local authorities' shall be granted access to the facilities of the Service Provider and sub-contracted facilities (e.g., tower company site premises) used to supply the Mandatory Services in accordance with Sub-Clause 5.10 of the Conditions of Contract.

1.3 Designated Areas

The Service Provider shall provide a set of Mandatory Services – Basic Voice and Broadband Services as defined in Sub-section 1.5 - in each of the following Designated Areas/townships (as described in schedule 1 below) for which it wins a subsidy award.

Maps are provided in Annex A for all Lots in this tender to identify the townships and to indicate the names and geographic locations of the village tracts, and to show existing coverage, if any. In addition the numbers of village tracts which still have uncovered areas are indicated. The coverage maps in Annex A also show the main national and ASEAN roads and highways, indicating portions of each road which are still uncovered and must be covered under this competition.

Schedule 1

Note: *See service requirement in the Quality of Service sub-section below

Lot	State /Region	Township	% of total population covered	Uncovered population	Est. no of Village tracts with less than 80% covered population	Main road of Highway to be covered (Yes/No)	Max. allowable subsidy (US\$)
1	Kayah	Hpasawng	62	9,751	8	Yes	530,758
2	Magway	Sidoktaya	58	19,961	37	No	1,044,323

Lot	State /Region	Township	% of total population covered	Uncovered population	Est. no of Village tracts with less than 80% covered population	Main road of Highway to be covered (Yes/No)	Max. allowable subsidy (US\$)
3	Rakhine	Minbya	87	22,674	4	No	942,703
4	Rakhine	Ann	88	14,845	3	No	1,459,953

1.4 Activity Schedule

The Service Provider will provide the Mandatory Services in the Designated Areas covered by its Service Contract in accordance with the Activity Schedule that shall form part of its bid. The Activity Schedule shall be incorporated into the Contract.

1.5 Scope of Services

Mandatory Services

The Service Provider shall provide in the Designated Areas:

- a) Basic Voice Communications Services, and
- b) Broadband Data Communication Services

The services shall be provided in accordance with the Service Contract at retail tariffs identical with the operator's national retail tariffs in other parts of Myanmar.

Other Licensed Services

In addition to the Mandatory Services, the Service Provider may provide certain other services where the Service Provider is authorized to provide such services by the operating license or other authorization issued by PTD.

Other Services

The Service Provider is free to apply for additional license(s) to provide other telecommunications services in accordance with the existing licensing procedures which apply in Myanmar.

No Exclusivity

The Service Provider shall not have any exclusive rights to provide the Mandatory Services in the Designated Areas. Where the passive infrastructure is leased from a tower company, the

tower company shall be free to invite and contract with other tenants to all sites used for provision of the Mandatory Services.

1.6 Service Availability and Quality

Basic Voice Communications Service

For the Basic Voice Communications Service, the following outputs are expected and will be measured:

- Demonstration of network coverage in Designated Areas, namely by provision by the Applicant of GIS based signal coverage maps and submission of lists of village tracts covered under the contract. This list will be verified (Technical Auditor) by matching the locations list and populations with signal test results demonstrating coverage in accordance with the requirements of this Annex E;
- Provision of service at the same prices as in other locations nationally.
- Provision of service at a quality according to the following parameters:
 - i. Call setup success rate: Percentage of voice calls successfully established without blocking in the network shall be 95% or better. Calculated as the ratio of the successful attempts to access and establish a voice call over the total number of call attempts.
 - ii. Call Completion Rate: The probability of the call establishing and completing a connection to the network shall be 93% or better.
 - iii. Call drop rate: Maximum 2% of voice calls dropped due to network issues or coverage gaps (Ratio of the number of calls dropped prematurely over the total number of calls successfully established).
- These targets shall be met, on average, within the required coverage boundaries as defined in sub-section 1.7.

Broadband and other data services:

The minimum broadband data service levels provided in the targeted township service areas must exceed those committed in the Service Provider's operating licence to reflect latest trends and achievements in the Myanmar market and the objectives of the Universal Service Strategy, The broadband data requirements are as follows:

- Establish SMS, MMS with a success rate exceeding 95% of the time
- Establish internet/data session with a success rate exceeding 95% of the time

- Outdoor throughput: Average download minimum 2.0 Mbps, Upload minimum 0.5 Mbps at least 80% of the time
- Packet loss rate: Maximum 2% undelivered packets during an exchange with a server in the service provider's core network
- Packet round-trip time delay: Average round trip time maximum 200 ms for packets exchanged with a server in the service provider's core network (or maximum 2 secs over satellite)

1.7 Coverage requirements for USF service quality commitments

Coverage of the townships shall be in accordance with the following requirements:

- a) Useable rural outdoor signal of minimum -100 dBm to at least 80% of the population in village tracts (VTs) not already covered to this level. The specific VT coverage requirement for each township is specified in Annex A.
- b) Coverage on ASEAN and National highways to be extended into the areas indicated on the maps in Annex A that remain uncovered.

*Note: Annex A of this Bidding Document shall be considered part of the Service Contract and shall thus list the village tracts in each township which are not already covered to the above service level. The bidder is required to meet the specifications, under the subsidized construction, as described in Annex A. Those village tracts which are already demonstrated to be covered in the operators' commitments to Q1 2019 within the -100bdBm service contours shall also be shown but shall not be under the subsidized obligation of the service provider.

PTD, and a third party Technical Auditor contracted by PTD, shall measure the service quality achievements of the currently underserved village tracts by means of a "drive out test". This involves service and data speed being tested at a number of geographic points in the designated area(s) in which the contracted service provider is required to provide service. These geographic points shall be within coverage prediction maps to be provided by the Bidder showing how the village tracts which are newly served by the subsidized network shall be covered by the required signal level. In the drive-out test, service will be deemed to be provided as long as the required service and quality of service is obtained from points within the specified areas covering at least 80% of the population as defined above, and all of the ASEAN and National highways indicated in the maps to be uncovered.

The drive-out tests shall be carried out as follows and in accordance with a schedule and results template including performance indicators to be agreed between the Bidder and PTD. The Terms of Reference for a third party auditor detailing the methodology will be made available to bidders.

1. Bidder shall propose an automated drive test tool that includes analysis software in its bid submission.

2. The Bidder shall propose and, during contract negotiations, the selected bidder and PTD shall jointly agree on details for the drive-out test within the boundaries of the coverage prediction maps which demonstrate expected acceptable signal and average QoS performance. Both parties shall also agree on the analysis methodology and reporting template to demonstrate acceptable service level.
3. The selected bidder shall submit the final approved coverage prediction map to PTD and the technical auditor at least 3 weeks before drive-out testing starts. The selected bidder shall then schedule the drive-out test, providing at least 2 weeks' notice, and arrange for the required resources.
4. The PTD's Technical Auditor shall advise the selected bidder of the drive route they require one week before drive testing is scheduled to start. Drive testing should cover a representative sample of the agreed coverage area. The sample should be balanced within the contracted areas and not significantly biased toward strong or weak signal strength zones.
5. The test team shall conduct the drive-out test with the technical auditor witnessing some or all of the testing. The degree of witnessing is at the sole discretion of PTD.
6. The test results shall be analyzed by the test tool's analysis and visualization modules.
7. Within 2 weeks of the drive-out test completion, the results will be reported to PTD and system acceptance shall be based on acceptable results.

1.8 Technology Deployment

The Service Provider shall be free to choose whichever technology it wishes to deploy as long as the technology is permitted by the service provider's existing license.

The Service Provider's performance will be measured on an output-basis, as described above. The Service Provider will not be required to deploy any defined or particular amount/quantity or type of equipment (e.g., base stations) in order to achieve this output, as long as the service provider complies with the Network Specifications and the Service Availability and Quality Specifications, as set out in this Annex E. The Service Provider is free to design its network in the most efficient way it considers possible. However, it is the Service Provider's responsibility to achieve the outputs and failure to achieve the required outputs may result in the Service Provider incurring additional costs to deploy more equipment or termination of the Contract, and other remedies specified in the Contract.

1.9 Land Access and Environmental Laws and Regulations

Bidders shall be required to fully comply with the latest land acquisition and right's of way legislation and environmental laws and regulations of the Government of Myanmar and also demonstrate meeting the requirements of the Environment and Social Management Framework

(ESMF) of the World Bank.

1.10 Regulation of Operators

Existing laws and regulations in Myanmar

The Service Provider will be regulated under the existing laws and regulations applicable to telecommunications operators in Myanmar.

1.11 Project Period

The Contract will have a term of five (5) years, commencing from the start date / commissioning of service provisioning in all mandatory service areas. Based on the subsidy analysis, the Employer expects that the subsidy is sufficient for the service to continue on a sustainable basis for the service provider beyond the contracted 5 years.

Annex F - Environment and Social Management Framework

1.1 Basic Project Implementation Requirement

The preparation of an Environmental and Social Management Framework (ESMF) report is an essential condition to be fulfilled prior to final base station or other physical network facility selection on this project. All Project sites where telecommunication masts/ towers will be newly installed under the project must be selected in line with the provisions of the ESMF which has been designed to meet the World Bank's safeguard requirements consistent with issues identified during project preparation and implementation. It also includes the Environmental Codes of Practice (ECOP), Ethnic Minority Planning Framework (EMPF) and Land Lease Guidelines. This ESMF with associated documents is to be completed by project applicants prior to final site selection and implementation form a part of the bidding documentation.

1.2 Objectives of the ESMF

The objective of the project ESMF is to ensure that the implementation of the project is carried out in an environmentally and socially sustainable manner. The ESMF provides guidance and mitigation measures, so as to avoid, manage or minimize potentially negative environmental and social impacts associated with project activities, specifically to:

- Identify and assess the potential impact of the proposed Project on environment, land tenure and use, livelihood and income, and ethnic minorities;
- Clarify concrete steps and clear principles to mitigate negative environmental and social impacts, and enhance positive benefits;
- Specify appropriate roles and responsibilities of concerned entities in charge of environmental and social risk management, and outline the necessary reporting procedures, and
- Establish clear directives and methodologies for the environmental and social screening of the pilot Lots tendered herewith to be financed under Component 2 of the project. The ESMF requirements form a part of these bidding documents.

The framework includes criteria for the selection of sites for the construction activities of the project and for the design of environmental and social impact mitigation measures.

1.3 Required documentation prior to project implementation

A full description of the full ESMF Guidelines (November 29, 2013) is made available to all bidders as a stand-alone document that meets the World Bank's safeguard requirements for addressing issues identified during project preparation. It includes the Environmental Codes of Practice (ECOP), Ethnic Minority Planning Framework (EMPF) and Land Lease Guidelines. A summary of the essential features of the ESMF and the ECOPs herewith form a part of the bidding documents issued under this tender.

The key output requirements which are annexed to the World Bank ESMF Guideline Report are listed. Each Service provider awarded a service contract for USF subsidised network extension shall be required to follow the instructions and complete the forms provided in Annex 1, 2, 3 and 4 of the EMF Guidelines Report and to submit a copy of its Environmental Plan (EMP - Annex 5) to the Employer under its contractual obligations.

The EMP should be a simple 2-4 page document that outlines the following:

- Main environmental and social mitigation measures (tabular format as in Annex 7);
- Environmental training and capacity program; and
- Environmental and social monitoring program (tabular format as in Annex 7).

Compliance monitoring will include, during the Technical Audit responsibilities, a site-inspection of construction activities to verify that measures identified in the EMP are included in the clauses for contractors. This monitoring is to ensure that the contractor achieves the required standards and quality of work.

1.4 Annual Reporting

Once implementation of the pilot project has started, regular supervisory missions will be carried out by an Environmental and Social Safeguard Specialist engaged by the Employer and an annual monitoring report submitted to the Employer and to the World Bank for review. This shall be the responsibility of the Employer. The Service Provider is expected to co-operate with the Social Safeguard Specialist engaged by the Employer.

The purpose of these reports is to provide:

- A record of pilot transactions;
- Implementation of EMP/ECOP provisions contained in the ESMF Guidelines;
- A record of experience and issues running from year to year throughout the Project that can be used to identify difficulties and improve performance; and
- Practical information for undertaking an annual review.

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (d) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (e) “Basic Communication Service” means a narrow band, voice grade communication line primarily used to provide telephony services;
- (f) “Broadband Communication Services” means a high speed internet access that is always on and could be derived from any high-speed fixed or mobile transmission technologies such as fiber, 3G, 4G wireless, satellite or digital subscriber line;
- (g) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (h) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (i) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (j) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (k) “Employer” means the party who employs the Service Provider
- (l) “Foreign Currency” means any currency other than the

- currency of the country of the Employer;
- (n) “GCC” means these General Conditions of Contract;
 - (o) “Government” means the Government of the Employer’s Country;
 - (p) “Local Currency” means the currency of the country of the Employer;
 - (q) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
 - (u) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
 - (r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
 - (s) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
 - (t) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
 - (u) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
 - (v) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
 - (w) “Services” means the work to be performed by the Service Provider pursuant to this Contract and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
 - (x) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
 - (y) “Universal Service Fund (USF)” means the source of funds used to subsidize basic and broadband communications services to unserved and underserved areas of Myanmar pursuant to the provisions of the Myanmar

Telecommunications Law

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Annex A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action

as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a

period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service

- Benefit from Commissions and Discounts.** Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
 - (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and

that the current premiums have been paid.

**3.5 Service
Provider’s
Actions
Requiring
Employer’s
Prior Approval**

The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting
Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents
Prepared by the
Service Provider
to Be the
Property of the
Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated
Damages**

**3.8.1 Payments
of
Liquidated
Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.

**3.8.2 Correction
for Over-
payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the GCC.

The Employer requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider’s Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a

Services, and Performance Incentive Compensation	breakdown of the lump-sum price is provided in Appendices D and E.
	6.3.2 If the SCC so specify , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.6 Price Adjustment	<p>6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p>A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28</p>

days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a

new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “ in the Republic of the Union of Myanmar. ”
1.1(a)	The Adjudicator is: To be defined on contract finalization stage “To be finalize during contract negotiation”
1.1(e)	The contract name is Telecommunications Infrastructure Services Rural Pilot Contract.
1.1(h)	The Employer is Ministry of Transport and Communications, Posts and Telecommunications Department
1.1(m)	The Member in Charge is Project Director, U Than Htun Aung.
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: Law of the Republic of the Union of Myanmar.
1.3	The language is English
1.4	The addresses are: Employer: Ministry of Transport and Communications, Posts and Telecommunications Department Attention: Project Director, Telecommunication Sector Reform Project Telex: 067 407 435 Facsimile: 067 407 539 Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: U Than Htun Aung, Project Director For the Service Provider: _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is after the approval of the contract by Posts and Telecommunications Department and the signature of the contract by both parties.
2.2.2	The Starting Date for the commencement of Services is 14 Days.
2.3	The Intended Completion Date is 16 months after contract effective.
2.4.1	NOT applicable
3.2.3	Activities prohibited after termination of this Contract are: Not Applicable
3.4	NOT applicable
3.5(d)	The other actions are: None
3.7	Restrictions on the use of documents prepared by the Service Provider are: Not applicable
3.8.1	The liquidated damages rate is: Employer estimate of the costs of providing the Mandatory Services to the Designated areas but in any case shall not be less than four (4) percent of the subsidy due on payment of milestone that is delayed per month of delay, provided that the total amount of such liquidated damages will not exceed the amount of the subsidy payable to the Service Provider for the provision of the Mandatory Services
3.8.3	Not Applicable
3.11	Not applicable
4.2	Not applicable
5.1	The assistance and exemptions provided to the Service Provider may include introductory letters to state authorities for provision of such matters as mapping, permission to erect towers, etc.
5.2	Not applicable
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3	Not applicable
6.4	Payments shall be made for each lot according to the following schedule: <ul style="list-style-type: none"> • Advance: Thirty percent (30%) of the Subsidy shall be paid on the contract signature date against the submission of an acceptable subsidy

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>invoice and bank guarantee for the same;</p> <p>Progress payments below, in accordance with the milestones established as follows, subject to the issuance of Acceptance Certificates by the Technical Auditor;</p> <ul style="list-style-type: none"> • Twenty-five percent (25%) of the total Subsidy upon provision of network coverage in contracted Lots constituting 50% of the required population coverage (previously uncovered) to be achieved as per the service obligations under the contract. This will be paid against receipt of an acceptable subsidy invoice, GIS map showing the population coverage achieved, and certification by the Technical Auditor that the equipment installations called for by the Technical Plan have been successfully completed and that signal level and quality measurements meet or exceed the specified minimum requirements; • Thirty-five percent (35%) of the Subsidy upon provision of network coverage in contracted Lots constituting 100% of the required population coverage to be achieved as per the service obligations under the contract. This will be paid against receipt of an acceptable subsidy invoice, GIS map showing the population coverage achieved, and certification by the Technical Auditor that the equipment installations called for by the Technical Plan have been successfully completed and that signal level and quality measurements meet or exceed the specified minimum requirements; • Ten percent (10%) of the total Subsidy after four months of service provisioning in all the designated Lots and certification by the Technical Auditor that the equipment installations called for by the Technical plan have continued to operate successfully and that signal quality measurements have met or exceeded the specified minimum requirements. <p>Should the certification not be provided or refused in writing by the Employer within two months of the date of the milestone, or of the date of receipt of the corresponding subsidy invoice, the certification will be deemed to provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached thirty (30%) percent of the contract subsidy and be completed when the progress payments have reached fifty (55%) percent. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall be made within sixty (60) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within sixty (60)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>days in the case of the final payment.</p> <p>The interest rate is for delay payment in foreign currency is 2% per annum.</p> <p>The interest rate for delay payment in local currency is 6% per annum.</p>
6.6.1	Not applicable
6.7	Not applicable
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>Within 90 days following the Effective Date, the Employer will: <i>appoint a Technical Auditor;</i></p> <p>The Technical Auditor will perform certain functions in accordance with this Agreement, including:</p> <p>(a) Making a determination as to whether or not the agreed Rollout Schedule has been met, which may include, but is not limited to, one or more of the following:</p> <ul style="list-style-type: none"> (i) whether or not any of the Mandatory Services meet the Service Availability and Quality Specifications; (ii) whether or not the facilities used to supply the Mandatory Services meet the Network Specifications; (iii) issue an Acceptance Certification to the Parties; and/or (iv) issue an indication in writing to the Parties that a Mandatory Service has not met the Acceptance Tests; and <p>(b) Ensuring ongoing compliance with the Service Availability and Quality Specifications for the Term;</p> <p>When performing his or her functions in accordance with this Agreement, the Technical Auditor will use the methodology, tests and reporting structure set out in the Technical Auditor Agreement.</p> <p>The Defects Liability Period is 12 months.</p>
8.2.3	<p>The Adjudicator is (To be agreed with service provider on award). Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____</p>
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows: Arbitration shall be carried out in accordance “Arbitration Law” – The Pyidaungsu Hluttaw Law No. 5/2016 dated 5 January 2016.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.5	The designated Appointing Authority for a new Adjudicator is High Court of Myanmar

**Please Append the following Annexes to the Contract before
Contract Execution**

Section VII – Activity Schedule

Annex A - Township Coverage Maps and Village Tract Data
(Supplied as a separate document)

Annex B - Description of Services

Annex C - Basic Requirements for Proposals

Annex D—Service Availability and Quality Specifications

Annex E – Technical Requirements and Performance Specifications

Annex F – Environment and Social Management Framework

Section X - Contract Forms

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Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Ministry of Transport and Communications, Posts and Telecommunications Department** (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by Association will be made only at the request of the Employer and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Environmental and Social Management Framework

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[*name of member*]

[*Authorized Representative*]

[*name of member*]

[Authorized Representative]

Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of 10% (ten percent) of Subsidy such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall remain valid until the Day of, 2...¹, and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *30% (thirty percent) of Subsidy* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

