

**The Republic of the Union of Myanmar
Ministry of Transport and Communications
Directorate of Water Resources and Improvement of
River Systems
AIRBM Project, Project Management Unit**

**Project Name : Ayeyarwady Integrated River Basin Management (AIRBM)
Project**

**Client : Directorate of Water Resources and Improvement of River
System (DWIR), Project Management Unit (PMU)**

Country : Myanmar

Description of works : Meeting Room Upgrade, DMH Yangon Office

Reference No. : CW 2.1

Date of issue : 10/June/2017

INVITATION TO BID

DIRECTORATE OF WATER RESOURCES AND IMPROVEMENT OF RIVER SYSTEM (DWIR), AIRBM PROJECT – PROJECT MANAGEMENT UNIT (PMU)

Wishes to engage a contractor to implement the following Project: CW2.1 - Meeting Room Upgrade, DMH Yangon Office

1. The *Government of Myanmar (GoM)* has received a *Credit* from the International Development Association toward the cost of Ayeyarwady Integrated River Basin Management (AIRBM) Project, and it intends to apply part of the proceeds of this *Credit* to payments under the Contract for *CW2.1 - Meeting Room Upgrade, DMH Yangon Office*.
2. The Construction is expected to begin in August, 2017 and will be completed by end of October 2017.
3. Interested qualified eligible contractors are invited to request a copy of the bidding documents free of charge.
4. To be considered eligible a contractor must:
 - a. Not be under any notice of disbarment issued by the Government, and the World Bank
 - b. Not be declared bankrupt or insolvent by a competent authority
 - c. Demonstrate that they are an officially registered firm.
5. To be considered qualified a contractor must
 - a. Have completed within the last 3 years at least two contracts of a similar nature of at least 50% of the value of the bid each.
 - b. The proposed works manager must have at least 3 years of experience in works of an equivalent nature and volume and no less than one year as a manager.
 - c. Must demonstrate to have or plan to acquire plant and equipment required for the work.

Documentary evidence to demonstrate the bidder's qualifications must be submitted with the bid.

6. Bids must be delivered to the address given below at or before **14:00 on 29 June 2017**. Late bids will be rejected. Bids will be opened in public immediately thereafter at the same address in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
7. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
8. All bids must be accompanied by a bid securing declaration as described in the bidding documents, any bid not accompanied by one will be rejected as non-responsive.

9. The address where the document may be inspected and obtained is:

Attn: Ms. Ei Kyipyar Soe or Mr. Aung Min, Procurement Officers
No.400, DWIR Compound, PMU Office (Building (7)), Lower Pazuntaung Road, Postal
Code 11171, Pazuntaung Township, Yangon Myanmar

Tel: +95 973189261 or + 95 95058307

E-mail: eikyipyarsoe@gmail.com with a copy to dwir.airbm@gmail.com ;
component3director@gmail.com ; aungminaung1977@gmail.com

10. In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing:

Mr. Win Hlaing, PMU Director

PMU Office, No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung
Township, Postal Code: 11171, Yangon, Myanmar

Telephone: +95 092013271, Email: dwir.airbm@gmail.com

11. The address for bid submission and bid opening is:

Ms. Ei Kyipyar Soe or Mr. Aung Min, National Procurement Officers, AIRBM Project, PMU
Office, No.400, DWIR Compound, Building (7) (PMU Office), Lower Pazuntaung Road,
Pazuntaung Township, Postal Code: 11171, Yangon, Myanmar.

12. The GoM and the World Bank will respectively declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract funded by the GoM and the World Bank, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract. It is the World Bank's policy to require you to observe the highest standard of ethics during the procurement as the provisions on fraud and corruption specified in Attachment.

SECTION 1-INSTRUCTIONS TO BIDDERS

1. **Description of Works:** The DWIR, AIRBM Project, Project Management Unit (PMU), as the Employer, invites bids for upgrading DMH Yangon Office, Meeting Room as described in the Conditions of Contract (CC). The successful contractor will be expected to construct the works within the time allowed under the Conditions of Contract.
2. **Eligibility of Bidders:** Only bidders who meet the following criteria will be eligible for an award of contract:
 - a. Not be under any notice of disbarment issued by the Government, and the World Bank
 - b. Not be declared bankrupt or insolvent by a competent authority
 - c. Demonstrate that they are an officially registered firm.
3. **Qualification of the Bidder:** Only bidders who meet the following criteria will be qualified for an award of contract:
 - d. Have completed within the last 3 years at least two contracts of a similar nature of at least 50% of the value of the bid each.
 - e. The proposed works manager must have at least 3 years of experience in works of an equivalent nature and volume and no less than one year as a manager.
 - f. Must demonstrate to have or plan to acquire plant and equipment required for the work.

Documentary evidence to demonstrate the bidder's qualifications must be submitted with the bid.

4. **Fraud and Corruption.** The World Bank requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts as specified in the Attachment. All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in and submit it with their bid.
5. **Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Bid
SECTION 1: INSTRUCTIONS TO BIDDERS
SECTION 2: CONDITIONS OF CONTRACT (CC)
SECTION 3: BILL OF QUANTITIES (For Reference Only)
SECTION 4: TECHNICAL SPECIFICATIONS AND DRAWINGS
SECTION 5: FORM OF BID
SECTION 6: ACTIVITY SCHEDULE
SECTION 7: FORM OF CONTRACT AGREEMENT
SECTION 8: BID AND PERFORMANCE SECURING
DECLARATION

6. **Prices and Currency of Bids:**
 - a. Rates and prices shall be quoted in MMK for all Activities of Works described in the Activity Schedule, and Activities for which no rate has been quoted will deemed to be covered by the other rates in the Activity Schedule.

- b. All duties, taxes, and other levies paid or payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total bid price submitted by the Bidder.
 - c. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.
7. **Documents Comprising the Bid:** The Bid submitted by the Contractor shall comprise the following documents:

- Form of Bid
- Priced Activity Schedule
- Priced Bill of Quantities (for reference purposes only)
- Bid and Performance Securing Declaration
- Documentary evidence to demonstrate the bidder's qualifications.

8. **Bid and Evaluation Criteria:** The bid and the Contract shall be for the whole Works, including materials, equipment, labor, transport and profit. The Employer shall award the contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the bidder is determined to be qualified to perform the contract satisfactorily
9. **Validity of Bid.** The bid shall remain valid for the period of eighty (80) calendar days counted from the deadline for submission of bids specified in Paragraph 12 of these Instructions. The Employer may request Bidders to extend the period of validity for a specified additional period. The Employer's request and the Bidders' responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
10. **Language of the Bid:** All documents relating to the Bid and contract shall be in the English language.
11. **Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Bid as described in Paragraph 7 of these Instructions, with the Form of Bid, and clearly marked "Original". In addition, the Bidder shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and the copy of the Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY". The inner and the outer envelopes shall be addressed to the Employer at the address provided in the Invitation to Bid shall provide a warning not to open before the specified time and date for Bid opening as defined paragraph 15 of these Instructions. The inner envelopes shall indicate the name and full address of the Bidder. If the outer envelope

is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

12. **Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Employer NO LATER than 14:00, on 29 June 2017 at the address Ms. Ei Kyipyar Soe or Mr. Aung Min, National Procurement Officers, AIRBM Project, PMU Office, No.400, DWIR Compound, Building (7) (PMU Office), Lower Pazuntaung Road, Pazuntaung Township, Postal Code: 11171, Yangon, Myanmar. Any Bid received by the Employer after the deadline prescribed in this clause will be returned unopened to the Bidder.
13. **Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in Section 7: Bid and Performance securing declaration shall be valid up to the end of the guarantee period specified in para. 18 of CC. Any Bid not accompanied by a Bid and Performance Securing Declaration when required will be rejected by the Employer as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the GoM irrespective of the funding source for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder pays an administrative penalty of two percent of the total amount bid to the Employer. The Bid Securing and Performance Declaration will be executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 17 of these Instructions.
 - (c) if the successful Bidder fails within the specified time to sign the Contract:
 - (d) if the successful bidder, once contracted commits a fundamental breach of contract leading to the Employer's termination of the contract for reasons of the successful bidder's default.
14. **Modification and Withdrawal of Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above will result in the execution of the Bid Securing and Performance Declaration.
15. **Opening of Bids:** The Employer will open the Bids in the presence of the bidders' representatives and representatives of the project's beneficiaries from the local community who choose to attend, immediately after the deadline for submission of bids and at the same address specified in paragraph 12 of these Instructions. The bidders' names, the total amount of each Bid, unconditional discounts if any, and the present/absence of bid securing and performance declarations will be announced by the Employer at the Bid opening. The written record of public opening shall be signed in original by all those present. Immediately upon conclusion of the bid opening proceedings, copies of the minutes shall be provided to the bidders and community representatives present at the bid opening. In addition, a copy of the minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Employer, and also sent to all those who submitted their bids but were not present at the bid opening.

16. **Process to be Confidential:** Any information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.
17. **Evaluation and Comparison of Bids:** The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid documents and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid by adjusting the Bid by making any correction for any arithmetic errors as follows:
- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

If a Contractor refuses to accept the correction, his Bid will be rejected and Bid Securing and Performance Declaration executed.

18. **Employer's Right to Accept Any Bids and to Reject any or all Bids:** The Employer reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Contractor(s).
19. **Notification of Award and Signing of Contract:** The Contractor whose Bid has been accepted will be notified of the award by the Employer prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the Contract.
20. **Debriefing:** After the award of contract has been announced an unsuccessful bidder has the right to request a debriefing to ascertain why its bid was unsuccessful and the Employer the obligation to provide it.

21. **Complaints:**

- 21.1 A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed. Complaints shall be addressed to the designated representative of the Employer Mr. Win Hlaing, PMU Director PMU Office, No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung Township, Postal Code: 11171, Yangon, Myanmar.
Telephone: +95 092013271, Email: dwir.airbm@gmail.com . The designated representative of the Employer will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 14 calendar days of receiving the complaint. In the event that the response from the designated representative of the Employer does not satisfy the bidder or there is no response to the complaint it should be referred to the Treasury Department,

Ministry of Finance, Nay Pyi Taw, Myanmar. In such case, a copy of the complaint should also be sent to the representative of the World Bank Mr. Greg Browder, Task Team Leader, the World Bank, email: gbrowder@worldbank.org with a copy to Ms. Ana Nunez Sanchez, e-mail: anunezsanchez@worldbank.org . This is without prejudice to any other recourse that a bidder may choose under the laws of Myanmar.

22. Publication of Award. The Employer shall

- (i) notify in writing all participating bidders of the results of the bid evaluation after the contract has been awarded, and
- (ii) publish in the PMU's website and the bulletin board, at the end of each quarter, a notice informing the general public of the availability of contract awards summary and contract registers in the office of the Employer.

World Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹ In pursuance of this policy, 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;²
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
- (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;⁴
- (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;⁵
- (v) “obstructive practice” is:
 - (aa) 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

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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.”

⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

SECTION 2 CONDITIONS OF CONTRACT (CC)

Article 1 General Provisions

1. The Employer has appointed Dr. Lai Lai Aung, DMH Deputy Director, to be the Project Manager who will supervise implementation of the contract.
2. The Contractor confirms that he has examined, read and understood fully all the Contract Documents, being
 - (a) The Form of Bid submitted by the Contractor,
 - (b) the Priced Activity Schedule,
 - (c) the Form of Contract,
 - (d) the Conditions of Contract,
 - (e) the Contractor's Priced Bill of Quantities (to be used only in the determination of price of additional Works, if any, approved by the Project Manager),
 - (f) the Drawings and
 - (g) the Technical Specificationstogether form the Contract
3. The Employer has approved the Activity Schedule in the bid submitted by the Contractor and the person representing the Contractor, who will act as Works Manager.
4. The law governing the Contract shall be the laws of Myanmar and the language of the Contract shall be English unless otherwise stated in the Contract
5. The Contract shall be amended only by written agreement between the Employer and the Contractor
6. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably shall be referred by either Party to the Myanmar Chamber of Commerce for adjudication in accordance with the under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

Article 2 Employer's and Contractor's obligations

7. The Employer and the Contractor now agree as follows:
 - 7.1 The Employer pledges to pay the Contractor the Lump-Sum Contract Price, (Insert amount in works and figures). This amount is for completion of the whole Works shown in the Drawings and Technical Specifications, including materials, transport to the site, labor and profit.

- 7.2 The Contractor pledges to construct the following works:
Upgrading the Meeting Room at DMH Yangon Office, including but not limited to the works: teak Parquet flooring, removal work for windows, Installation of Aluminum windows, Painting work for Ceiling wall, Cleaning for painting, Putty work before paint, Wall painting, Work on Ceiling Frame, Gypsum board installation in Ceiling work, Aluminum Wall partition, installation of door, Installation of solar glass in door, Installation of solar glass in the room, Installation of window Curtain, Installation of Backdrop curtain of stage and Carpet flooring, Cleaning Main door before polishing, Main Door Polishing work, Installation of Air Con, Electrical supply work and any other works required for completion of the Works.

Article 3 Conditions for Execution of the Works

8. The Contractor shall not sub-contract more than 30% of the whole of the works. The Contractor shall not, without the written consent of the Employer, sub-contract any part of the Works. In the event the Employer approves the sub-contracting, such consent shall not relieve the Contractor of his obligations under the Contract.
9. The Contractor shall start the Contract and implementation of the Works *on the date falling two weeks after contract signing* and shall complete the whole of the works not later than *3 months with reference to the Start Date*. If implementation of the Contract is delayed due to any circumstances or event, which could not have been foreseen by an experienced contractor, the Contractor must inform the Project Manager immediately about the delay. If the Project Manager considers that an extension of time for the Contract is justified, the Contractor must submit an amended Work Plan, agreed with the Project Manager, for approval by the Employer.
10. If, 15 days after the Start Date, the Contractor has not started to implement the project, the Employer has the right to cancel the contract. If, at any time, implementation of any part of the Works is delayed by more than 30 days beyond the dates shown in the Work Plan, the Employer has the right to terminate the contract. In either circumstances should the delays be attributable to a breach on the part of the Contractor the Employer will execute the Bid and Performance Securing Declaration and the Contractor will be debarred from providing any goods works or services on any publicly funded contract in Myanmar for a period of not less than three years.
11. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Equipment, Plant and Materials;
 - (b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (c) personal injury or death. Third party liability.

Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval within 15 days of receipt by the Contractor of the Employer's Letter of Acceptance.

12. The Employer will reduce the payment to the Contractor by 0.05% of the total price of the project for every day after the Completion Date shown in paragraph 8 of this CC or any amendment thereof, approved by the Employer until the work is complete. The reduction is up to a maximum of 10%, then after the Employer may terminate the contract.
13. The Contractor's Works Manager will be present on site all the time that work is in progress. The Works Manager will keep a Works Notebook to record progress of the work.
14. The Project Manager, or any other person named as a representative by the Employer and notified to the Contractor, may inspect the work at any time. The Project Manager may instruct the Contractor to provide samples of materials for quality testing. The Project Manager may instruct the Contractor to dig inspection holes in completed sections of the work in order to allow inspection. The Contractor will cooperate with the Project Manager and allow the Project Manager to use the Contractor's staff and equipment as necessary to carry out inspections of the work.
15. All additional works undertaken on the instructions of the Project Manager for the purposes of inspection will be reimbursed at the rates shown in the Activity Schedule provided that such works inspected do not prove defective. Should the works prove defective all costs of inspection will be borne by the Contractor.
16. The Project Manager may issue instructions to the Contractor to ensure compliance with the Drawings and the Specification. The Project Manager may agree minor changes to the Drawings and the Specification, provided that these do not change substantially the final quantity and quality of the Works. The Project Manager may not instruct the Contractor to change the quantity of work shown in the Drawings, or to make any change that will substantially change the quality of the finished Works, without the written agreement of the Employer.
17. The Contractor's Work Plan shows stages of work that must be inspected and approved by the Project Manager. When these stages are reached the Contractor must not proceed further with the work until the Project Manager has given his approval. If the Contractor proceeds with the work without waiting for the Project Manager to inspect, so that the work to be inspected has been covered over, the Project Manager may instruct the Contractor to destroy that part of the work and construct again.
18. The Contractor agrees to ensure that the work is carried out in a safe manner and with the minimum disturbance to people living close to or passing by the site, or damage to the environment. The place of disposing of excavated earth, dirty water or other waste materials must be approved by the Employer before disposal starts.
19. On completion of the works the contractor shall be responsible for removing all plant, surplus materials and wastes from the site and for restoring the site to a clean and tidy condition.
20. The contractor guarantees the work against defects or omissions for a period of 12 months, starting from the actual date of completion of the Works shown on the Progress Report issued by the Project Manager. The Contractor agrees to make good, at his own expense, any defect or omissions that appears during that time due to quality of materials or workmanship.
21. The Employer or the Contractor may terminate the Contract if the other party causes a

fundamental breach of the Contract. Notwithstanding the above, the Employer may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing.

22. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within 15 days of the completion of the notice period.
23. If war or natural disaster makes completion of the contract impossible, the Contractor may ask the Employer to release him from the Contract. The Contractor may request payment for that part of the works that is complete and intact at the time the request for release is made.

Article 4 Payment Provisions

24. The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.
25. The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately
26. The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule
27. When the Contractor wishes to apply for payment he must submit a written request for payment to the Employer. The Project Manager will then verify the quantity of work completed and will check that the quality of the materials used and the quality of the Contractor's workmanship is in accordance with the Contract. The Project Manager will also check that the construction is following the Drawings and any instructions given by the Project Manager to the Contractor, and that the conditions for release of payment have been met. The Project Manager shall then either:
 - a. Issue a Progress Report (or Completion Report) certifying that the conditions for release of the payment have been met, or;
 - b. Issue a Progress Report detailing further work that must be done to meet the conditions for release of the payment.
28. The Employer shall retain ten percent from each payment due to the Contractor until Completion of the whole of the Works. On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Guarantee Period has passed and the Project Manager has certified that all defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee valid for one calendar month beyond the expiry of the Guarantee Period
29. On receiving a Progress Report (or Completion Report) from the Project Manager, indicating that the conditions for release of any payment have been met, the Employer will issue a Payment Certificate.

30. Payments shall be made on a lump-sum basis upon fulfillment of the “payment conditions” as per the following Schedule:

Stages of Payment (1)	% of Total Lump-Sum Contract Price (2)	Amount of Lump Sum Payments (USD) (3)	Payment Conditions (Physical Stages of Works) (4)
Payment No 1	20		Upon completion of removal of windows, cleaning and preparation of the surfaces, and supply of following materials to the Site: <ul style="list-style-type: none"> •Ceiling frame material, •Aluminum windows •Aluminum wall partition •Paints for wall and ceiling
Payment No 2	30		Upon <ul style="list-style-type: none"> •Installation of aluminum windows •Installation of ceiling frame •Supply of teak parquet to the Site
Payment on Completion of the Whole Works	40		Upon completion of all the works
1 st -half Retention Payment	5		Upon satisfactory completion of the works and issue of acceptance certificate by the Employer
2 nd -half Retention Payment	5		Upon satisfactory completion of the Guarantee Period, as certified by the Project Manager.
TOTAL.	100		

31. Payment shall be made in MMK.

32. Time allowed for processing of payments will be as follows:

- a. The Project Manager will inspect the Works and report to the Employer within 1 week after receiving the Request for Payment;

- b. If a satisfactory progress report is issued before the scheduled date for payments, the Employer must issue a Certificate for Payment not later than 1 week after receiving progress report from the Project Manager.
 - c. Payment will be made within 2 weeks of the date issue of the Payment Certificate.
33. If any payment is delayed for more than 1 calendar month after the Due Date for Payment, the Employer will pay interest to the Contractor at the rate of 1% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed. In addition, the number of days during which the payment is delayed will automatically be added on to the time for completion of the project.
34. If the Contract is cancelled because of the fault of the Contractor, the Employer has the right to take over the Works and complete them by any other method. No payment will be made to the Contractor until the Works have been completed. Payment to the Contractor will be limited to the difference between the Contract Price and the cost to the Employer of completing the part of the work that was not implemented by the Contractor.

In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

◆ <i>Name of Employer</i>		◆ <i>Name of Contractor</i>	
Signature of Authorized Representative		Signature of Authorized Representative	
Name	: -----	Name	: -----
Position	: -----	Position	: -----
Date	: -----	Date	: -----

SECTION 3 - BILL OF QUANTITIES (BOQ):

Bidders should fill in the unit and item prices in Columns 4 and 5 respectively, and submit this BOQ with the Bid. Bidders should read the Preamble carefully.

PREAMBLE TO THE BOQ:-

- 1. THIS BOQ IS FOR REFERENCE PURPOSES ONLY, AND SHALL BE USED EXCLUSIVELY FOR DETERMINING THE PRICE OF ADDITIONAL WORKS, IF ANY, APPROVED BY THE PROJECT MANAGER.**
- 2. THE DESCRIPTION OF ITEMS AND QUANTITIES SHOWN IN THE BOQ ARE INDICATIVE AND THE EMPLOYER PROVIDES NO ASSURANCE OF THEIR ACCURACY. THE BOQ, INCLUDING PRICES QUOTED THERE IN BY THE BIDDER, SHALL NOT CONSTITUTE THE BASIS FOR DETERMINATION OF THE BID PRICE OR THE CONTRACT PRICE, NOR FOR PAYMENTS UNDER THE CONTRACT.**
- 3. THE BID PRICE AND CONTRACT PRICE SHALL BE BASED ON THE PRICES QUOTED BY THE BIDDER IN THE ACTIVITY SCHEDULE-SECTION 6.**
- 4. PAYMENTS UNDER THE CONTRACT SHALL BE MADE ON LUMP-SUM BASIS AT THE SPECIFIED STAGES STIPULATED IN THE PAYMENT SCHEDULE AS PER THE CONDITIONS OF CONTRACT.**

Bill of Quantities for the Works					
City: Yangon					
Name of Project		CE2.1 - Meeting Room Upgrade, DMH Yangon Office			
Bidder's name		ID Card number			
No.	Description of item (1)	Qty (2)	Unit (3)	Price/Unit (4)	Price for Item (5)
1	Site Cleaning Work: Removing existing old items Room Dimension: (45'-0"x67'x0")	1	Lump-sum		
2	Demolition of Windows(5'-7"x5'-7"): Demolishing 22 numbers of the window frames	22	Nos		
3	Flooring: Teak Parquet flooring and polishing (Thickness: 22 mm, 9"x3"x1" Teak Parquet, Grade A) Room Dimension (2608 sq-ft))	27	Suds		
4	Ceiling and Wall Plastering work: Gypsum Board Ceiling, Powder Filler, cream sealer, Premium or equivalent)	2400	Sq-ft		
5	Ceiling and Wall Painting: Premium or equivalent, Color: Cream	6825	Sq-ft		
6	Windows(5'-7"x5'-7"): Aluminum Slide window 4"Thai slide Aluminum Frame(thickness: 1.2mm) Or equivalent Colour brown or white colour Glass- 4mm thick; solar Glass	22	Nos		
7	Main Door Polishing work: Polishing: B-tax or equivalent	1	Lump-sum		

8	Column, Beam cleaning / painting: Premium or equivalent, Color: Cream	4965	Sq-ft		
9	Stage floor carpet and backdrop curtain: Stage floor dimension – (12'-0x 31'-0), Fabric - Polyester, plain medium thick Carpet, Code No. -YY 50 or equivalent Color-green Backdrop Curtain-90 sq-ft Fabric : Polyester, Plain medium thick curtain, Color – reddish brown	1	Lump-sum		
10	Window Curtain: Fabric-Polyester, Pinch Curtain with pulley Dimension W x L- 6'-0x8'-0 Color- Royal cream color	22	Nos		
11	Air Con: Split type, 2 Hp,	7	Nos		
12	Electrical installation work: (Lighting- 4'-0" Fluorescent Light with auto Choke, 1 W Led Down light, Switch +base Cup fitting)				
12.1	Air con points	7	Nos		
12.2	Lighting wall Lamp	15	Nos		
12.3	down Light	10	Nos		
12.4	Plug	12	Nos		

Name, Title and Signature of Bidder's Authorized representative:

.....
.....

Date:.....

SECTION 4 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Specifications indicatively specifying the classes of workmanship, materials, and equipment are given in the following pages to the extent possible.

All the materials to be incorporated in the works and the labor ship should be according to the internationally accepted standards.

Similarly, in the following pages indicative preliminary Drawings are given. The Contractor shall prepare the shop-drawings and details for the works and obtain the Employer's approval prior to initiating the works.

TECHNICAL SPECIFICATIONS

GENERAL:

At all times the Contractor and/or his sub-contractors shall have sufficiency of labor to complete the works as scheduled.

If the progress of work is affected by insufficiency of labor, Contractor and/or sub-contractor shall show good cause for the inefficiency.

No delays or excuses shall be entertained for the lack of labor.

Site conditions:

It is the responsibility of the Tenderer to visit the site during the tender phase and to familiarize himself with conditions related to it. No claim for additional payment related to visit/inspection of site conditions will be accepted.

By submitting a tender it is accepted that the Tenderer is fully aware of all site conditions as well as the access to it, and has allowed for this in his tender price.

All the mechanical and electrical works, and any other work items required by the Project manager should be subject to tests before acceptance of the works.

1.Site Cleaning Work: Removing existing old items

General Requirements

During removal time, all of existing structure shall be protected and shall take caution to keep all free of hazards.

All demolishing process shall be done in accordance with the applicable building codes.

All materials removed shall be the responsibility of the contractor to properly dispose off.

Contractor shall clean areas inside the units affected by the construction and all work shall be restored to its pre - construction status.

Interior and exterior of the meeting room shall be cleaned.

Following works shall cover all the tools, equipment, fittings, materials required for the completion of the item works.

All the materials to be incorporated in the works have to be new and unused.

Cleaning UP and Handing Over

Upon completion of the work, all the areas should be cleaned. All floors, doors, windows, surface, etc. shall be cleaned down in a manner which will render the work acceptable to the Project Manager. All rubbish due to any reason shall be removed from the site.

2. Demolition of Windows

General requirement

This work will be arranged and be the responsibility of the contractor. Any queries regarding standards should be addressed through the Department.

The contractor must provide all equipment to demolish the windows.

Cleaning UP and Handing Over

All windows, glass and frames shall be removed from the existing structure in the meeting room and placed in the desired place decided by the project Manager or DMH.

All waste materials and old/damage material shall be removed from site. No waste shall be deposited in the surrounding areas.

3. Teak Parquet flooring and polishing

This section covers flooring of Teak Parquet to be polished completely.

Material

All teak Parquet shall conform to the applicable requirements of the following standards. All the materials and fittings required for completion of teak parquet flooring is covered in the price.

Teak Parquet

Thickness: 22 mm,

Size : 9"x3"x1"

Grade A

Used material will not be acceptable.

Polish material

B-tax or equivalent

Handling

All teak Parquet shall be transported, stored and handled in a manner which prevents damage. Damage Teak Parquets shall be removed from the site.

Alignment

Teak Parquet shall be properly leveled and graded.

The polishing shall be done after completion of floor after remove of all unevenness till the satisfaction of the Project Manager, and approval of the Project Manager.

4.Ceiling and Wall Plastering work

This section covers the plastering work of Ceiling and Wall for the whole meeting room.

All items shall be transported, stored and handled as not to be damaged.

Materials

Gypsum Board Ceiling

Thickness 5/16" (7.9 mm)

C 1396, C 1395 GA-216 1, 2, 3 or equivalent standard.

Filler type Powder type, Smooth or equivalent

Sealer type Cream type, Smooth or equivalent

If any cracks visible on the surface, or any portion or patch that will be found, those will be repaired and made good at the cost of the Contractor. The contractor shall provide all materials and fittings to perform any work which are obviously necessary to complete the work, which are generally provided in accordance with good accepted stage even though such items articles may not be explicitly mentioned in the specification and Bill of Quantities and rates or shown in the drawings.

5.Ceiling and Wall Painting

This section covers the all types of painting works for Ceiling and Wall in the meeting room.

Materials

Type of paint Premium or equivalent

Color Cream color

The contractor shall provide all materials and fittings to perform any work which are obviously necessary to complete the work, which are generally provided in accordance with good accepted stage even though such items articles may not be explicitly mentioned in the specification and Bill of Quantities and rates or shown in the drawings.

6.Aluminum slide windows, slide Aluminum Frame

General Requirements

The works in this specification cover hardened aluminum windows and their frames with hardware, lock, handles and accessories, and glazing for a complete installation.

Samples and also Catalogues of the Aluminum slide windows and frames shall be submitted for approval to the project Manager.

No materials shall be delivered to the site prior to approval of the Project Manager.

Samples shall show thicknesses, and colour.

All items shall be delivered, stored, handled and installed so as not to be damaged or deformed. All necessary measures shall be taken for keeping the materials in proper condition.

Aluminum windows shall receive electrostatically powder paint at the factory and installed complete with hardware, glazing and accessories.

Exposed items shall be of aluminum alloy. Galvanized steel profiles shall be used as subframe.

Interior and exterior surfaces of the window(s) shall be cleaned prior to final completion of work.

Materials

Aluminum windows with 4"Thai slide Aluminum Frame or equivalent

Thickness: 1.2mm

Colour: brown or white colour (to be subject to the Project Manager's approval)

Glass

The glass shall be 4 mm thick solar glass and it shall be free from bubbles, flaws specks, waves, air holes, distortion, scratches or other defects. The glass brought to site shall be protected against damages.

7.Main Door Polishing work

The works covers the whole works for preparation of the surface and polishing for Main door and frame.

Materials

The polishing shall be done with readymade wax polish of approved brand and manufacture, as stipulated in the description of item.

Preparation of surface

The main door to be polished shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Appropriate filler material with same colour of polish shall be used where so desired by the Project Manager.

Application

The polish shall be applied evenly with a clean soft pad of cotton cloth in such a way that the surface is completely and fully covered. The surface is then rubbed continuously for half an hour.

When the surface is quite dry, a second coat shall be applied in the same manner and rubbed continuously for one hour or until the surface is dry.

The final coat shall then be applied and rubbed for two hours (more if necessary) until the surface has assumed a uniform gloss and is dry showing no sign of stickiness.

8. Column, Beam cleaning / painting

Scope of work

The works covered under these specifications consist of surface preparation, furnishing the various types of paints, and also the workmanship, scaffolding, and any other material and equipment required for completion of these work items, in strict compliance with these specifications.

Materials

Paints, oils, varnishes etc. Of approved brand and manufacture shall be used. Ready mixed paints as received from the manufacturer without any admixture shall be used.

If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Project Manager shall be used.

Approved paints, oils or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition.

The materials shall be brought in at a time in adequate in sealed condition and in adequate quantities to suffice for the whole work. The materials shall be kept in the joint custody of the contractor and the Client.

The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Project Manager.

Commencing Work

Scaffolding: Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface which is being painted.

Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls.

For painting of the ceiling, proper stage scaffolding shall be erected.

Painting shall not be started until and unless the Project Manager has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work.

Painted surfaces shall be protected until completion of all the works.

The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the paint work being started.

Preparation of surface

The surface shall be thoroughly cleaned. All dirt, rust, scales, smoke and grease shall be thoroughly removed before painting is started. Minor patches if any in plastered/form finished surfaces shall be repaired and finished these patches and cracks & crevices shall be filled with approved filler.

The prepared surface shall have received the approval of the Project Manager, before painting is commenced.

Application

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its containers. When applying also, the paint shall be continuously stirred in the smaller containers so that consistency is kept uniform.

Each coat shall be allowed to dry out thoroughly and rubbed smoothly before the next coat is applied. This should be facilitated by thorough ventilation.

Before the next coat is laid, each coat shall be lightly rubbed down with sand paper or fine pumice stone and cleaned of dust.

The contractor shall made on his own expense for any damage caused during painting work on the existing works/surfaces.

Precautions

All furniture, lightings, glazing, floors etc. shall be protected by covering and stains, smears, splashing.

If any shall be removed and any damage done shall be made good by the Contractor at his own expense.

Price

The price shall include all labor's cost and materials involved on all the operations required for completion of the work.

9. Floor carpet and backdrop curtain for the stage

This section will be covered the carpet for the floor and curtain for the back drop of the stage.

General Requirement

Flooring style, patterns, colors and installation methods shall be provided by Contractor for approval of the Project Manager before commencing the works.

Material

Carpet Fabric anti-fire polyester plain nonwoven outdoor carpet/floor carpet

Color Green

Local Code YY 50 or equivalent

Back drop Curtain Fabric anti-fire Nylon, opaque, Plain medium thick curtain

Color Reddish brown

The carpet edges and Backdrop edges are required to be protected or covered with appropriate transition moldings.

The Contractor shall provide all tools, equipment, materials and fittings to perform any work which are obviously necessary to complete the work, which are generally provided in accordance with good accepted stage even though such items articles may not be explicitly mentioned in the specification and Bill of Quantities and rates or shown in the drawings.

10. Window Curtain

No second hand or used materials of any description is acceptable for installation.

Material

Curtain Fabric Polyester,

Type of Curtain Pinch Curtain with pulley

Dimension W x L- 6'-0x8'-0

11. Air Condition installation

This section covers for the installation of air Condition and required appliances.

Material

Type of Air Condition : split type

Capacity : 2 hp

Safeguard or any item of equipment not specifically mentioned but obviously necessary for the successful completion of the installation is to be included so as to form a complete working installation.

Power and drain connections

All plumbing between equipment and drain points shall form part of the contract.

Warrantee

For the air conditioners 24 month-warranty shall be provided. The Warrantee document should be transferred to DMH.

Upon installation, all the air conditioners should be tested.

12. Installation of Electrical work

This section will cover all the General requirements for internal electrical work including, but not limited to, wiring system, panel boards, cable laying, earthing protection and other related works.

Location of light fittings, Air con points, plugs, etc. shall be marked at site and obtain approval of Project Manager before proceeding with the installation work.

The Contractor shall supply and install all distribution cables.

The transportation, storage and handling of the cables, fluorescent lamp, down lights, wall lamps etc shall be according to first class practice and contractor shall have adequate and suitable equipment and labor to ensure acceptable quality of the electrical works. All the electrical works should be protected from any damage from the construction activities.

The light fittings, lamp, down light, switch board, lighting wall lamp shall be approved by the Project Manager before the installation.

Rated Power, Voltage and frequency of materials used in installation shall be suitable for the power and frequency of the current supply.

Material

Lighting 4inches Fluorescent Lamp (40 W) with auto Choke

Down Light 1 W Led Down light

Switch +base Cup fitting 12 Nos

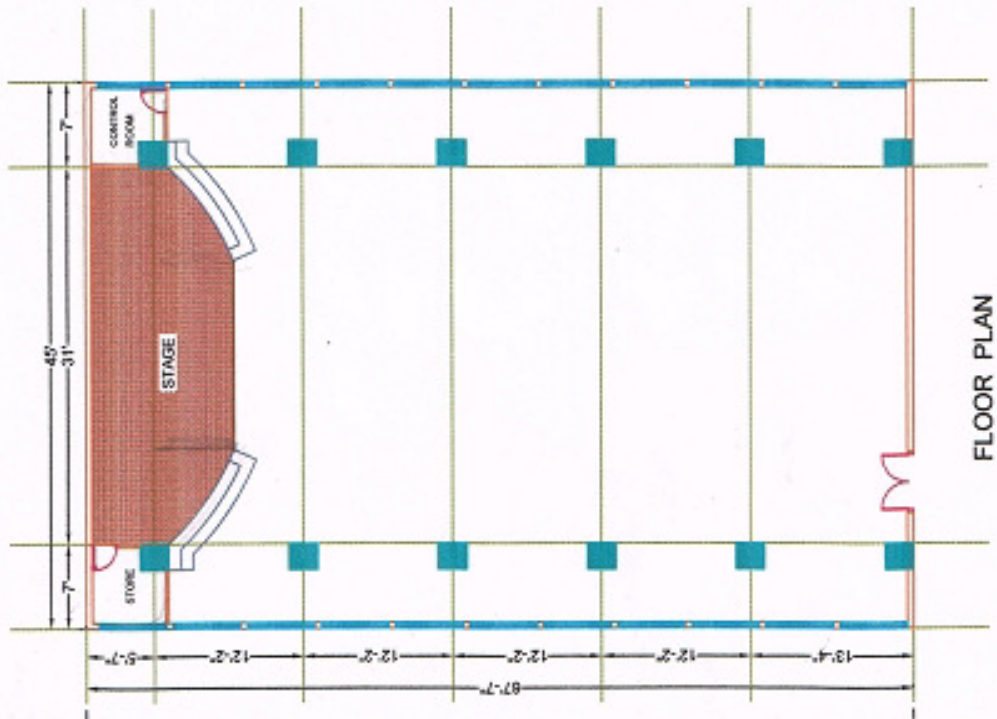
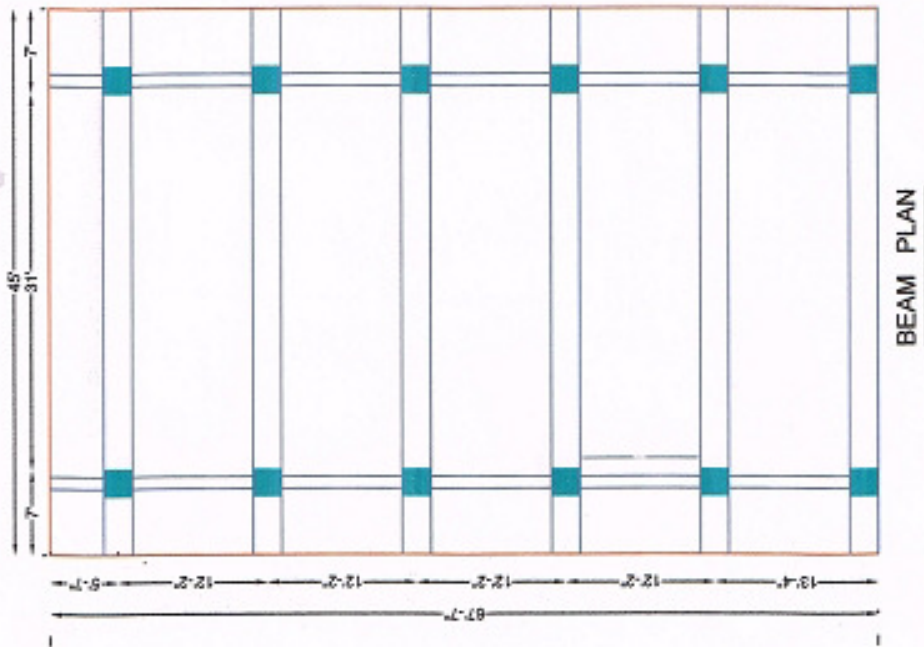
Air con points 7 points

Lighting wall Lamp 15 Nos

Down Light 10 Nos

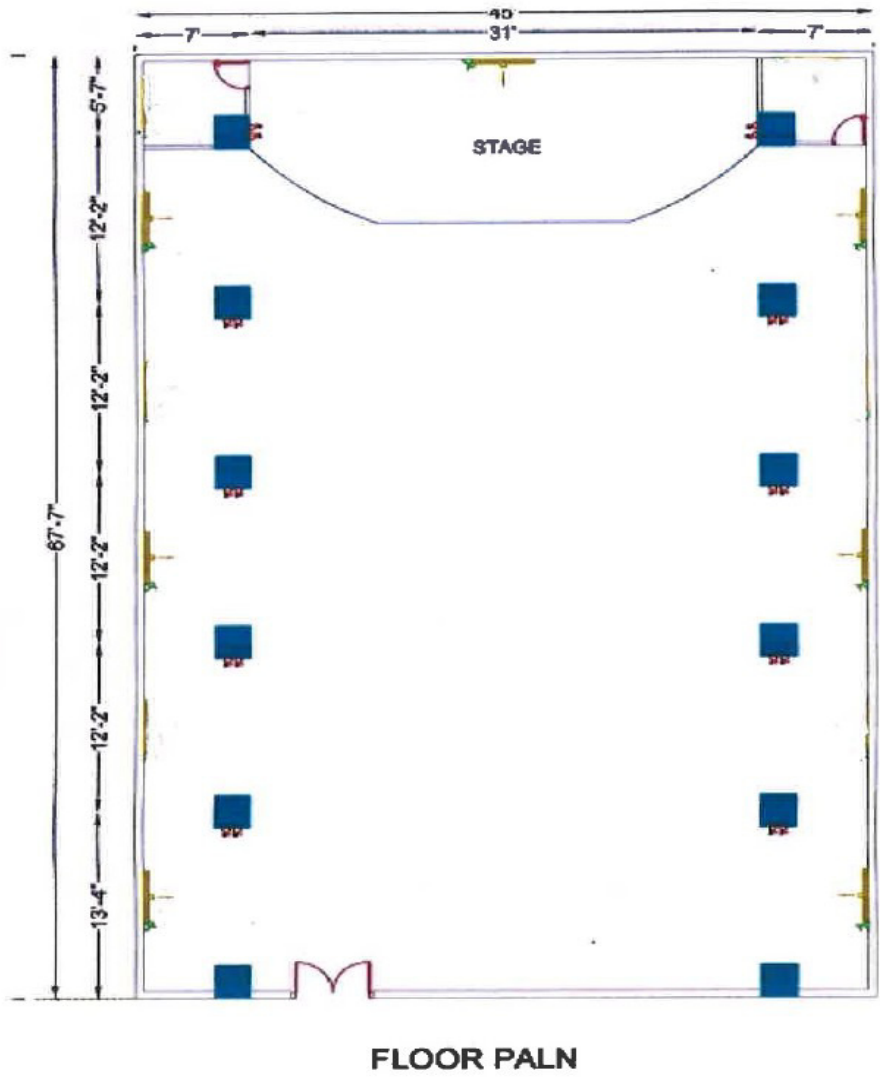
Plug 12 Nos

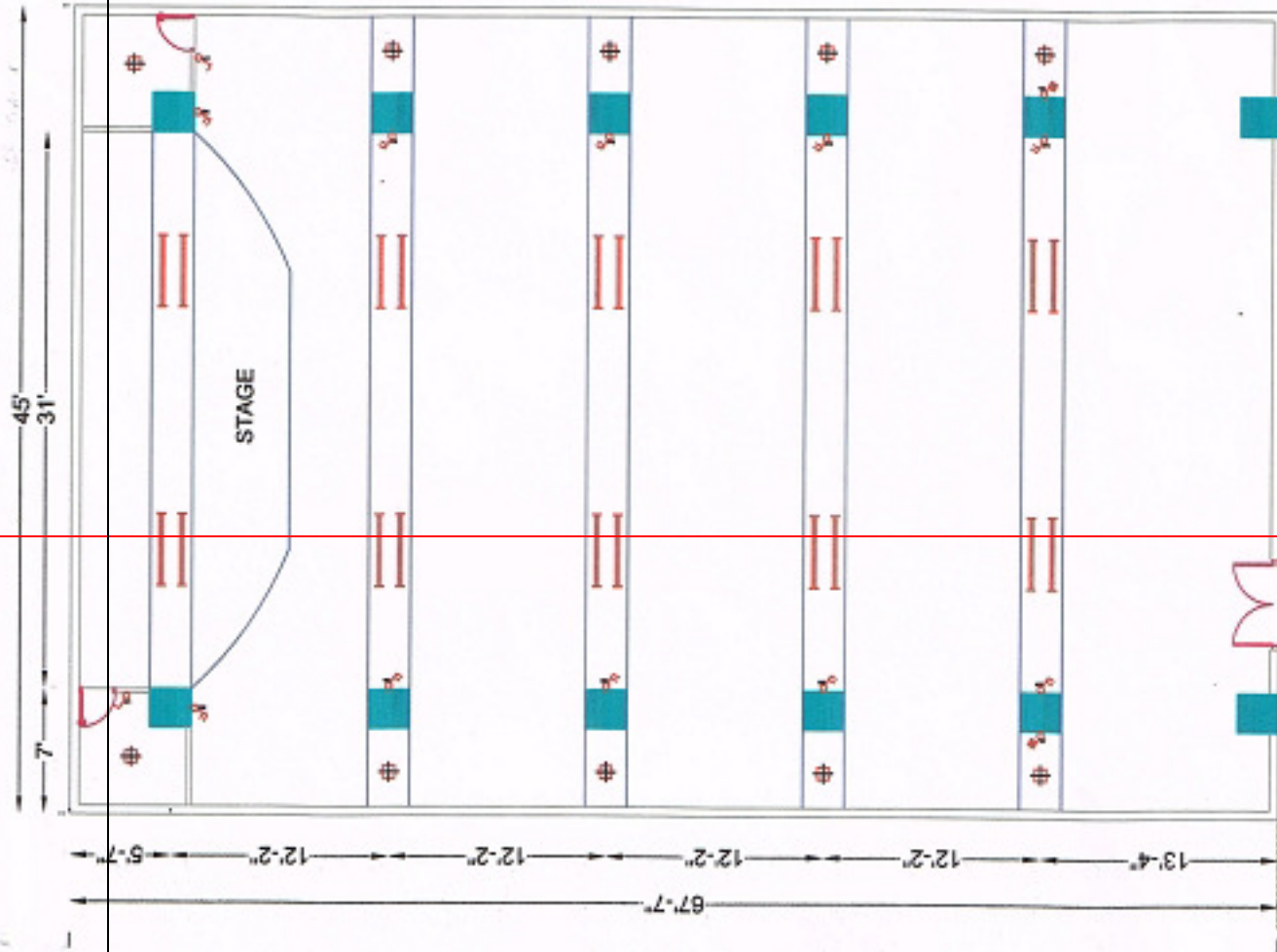
DRAWINGS






LEGEND

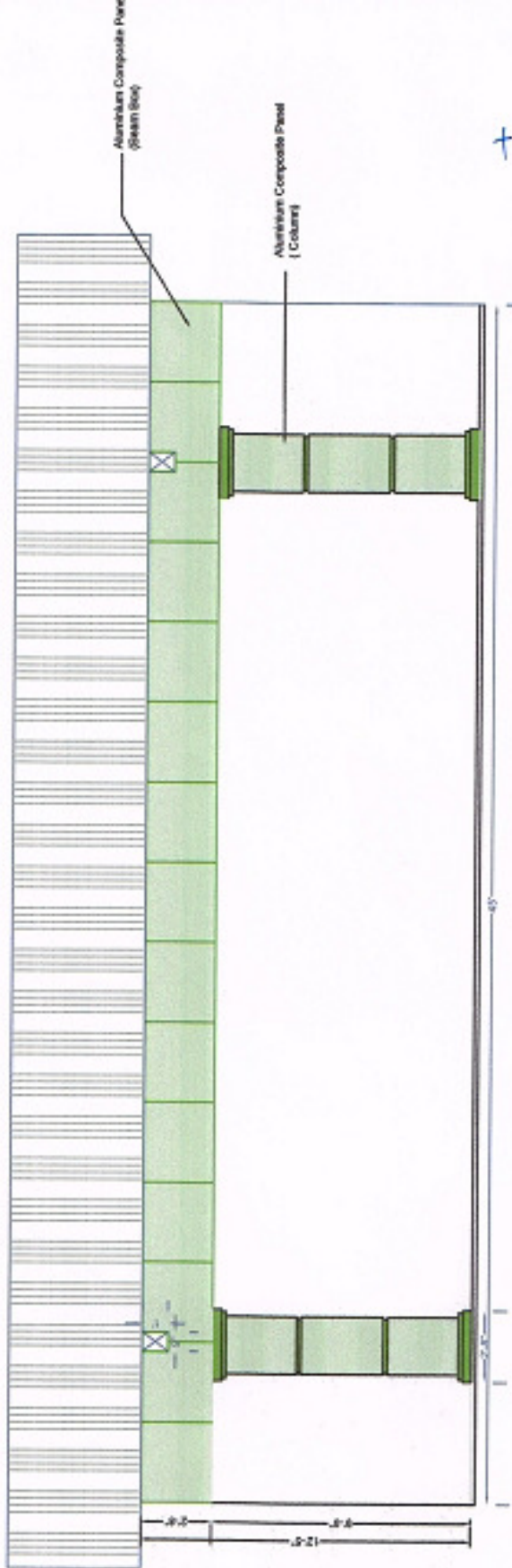
- Air conditioners
- Air conditioners points
- Plug



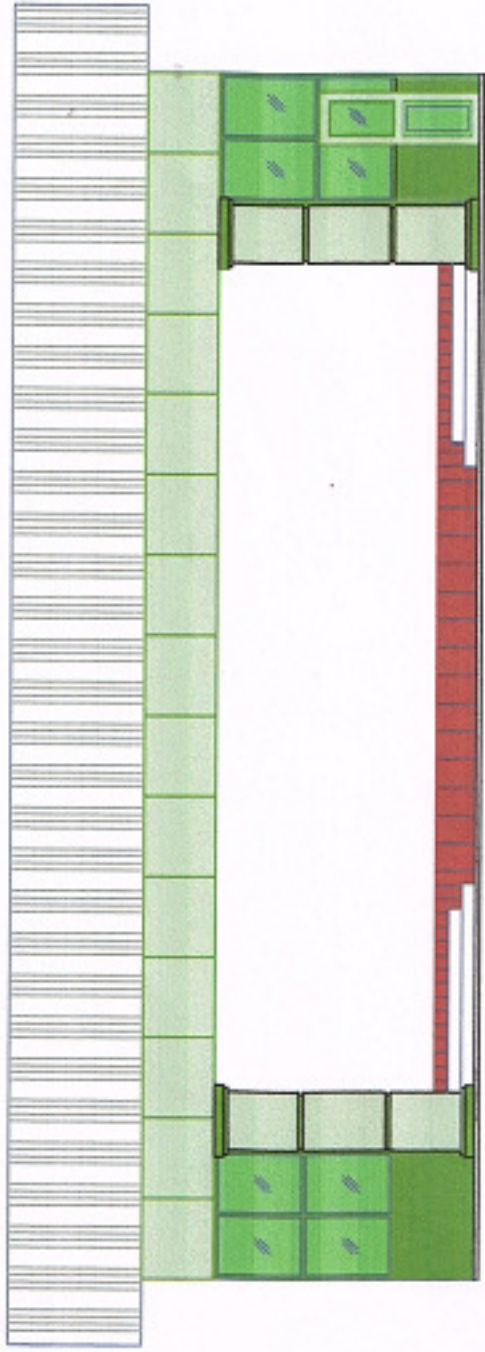


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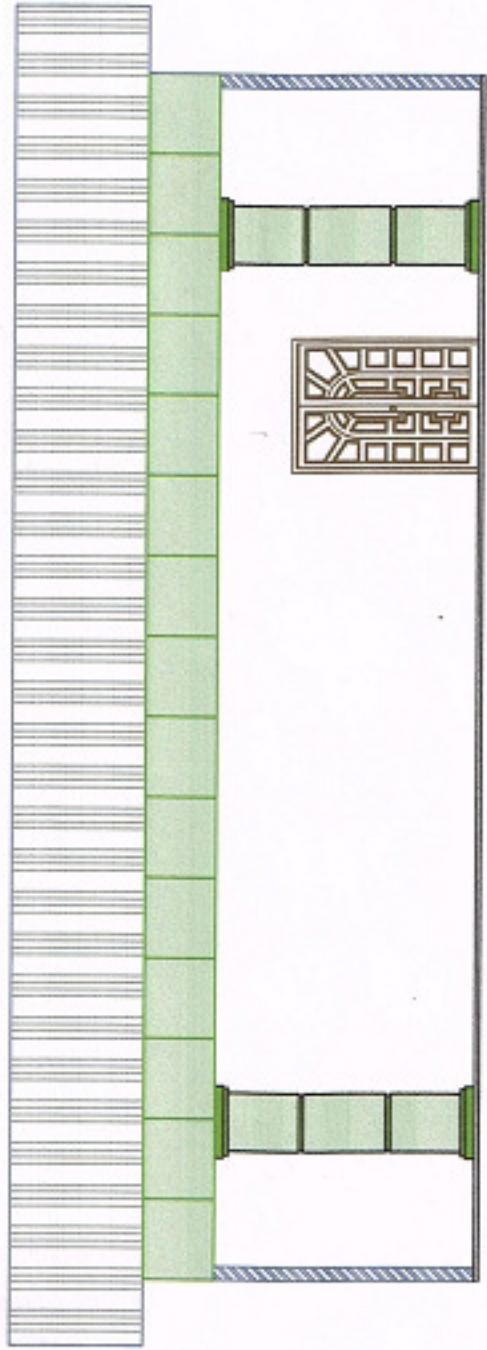
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	30W LED DOWN LIGHT
	2 GANG-1 WAY SWITCH
	Air-con Socket



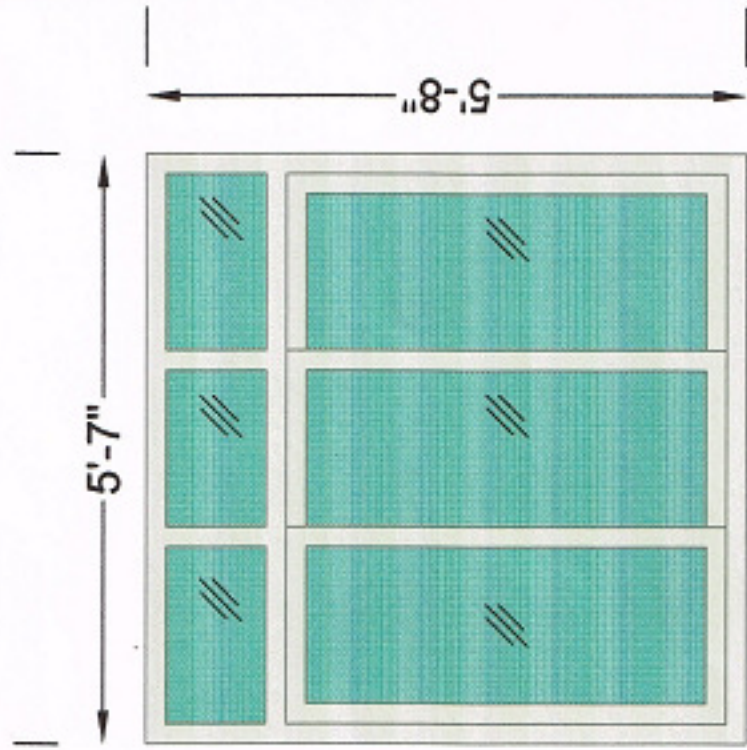
SECTION



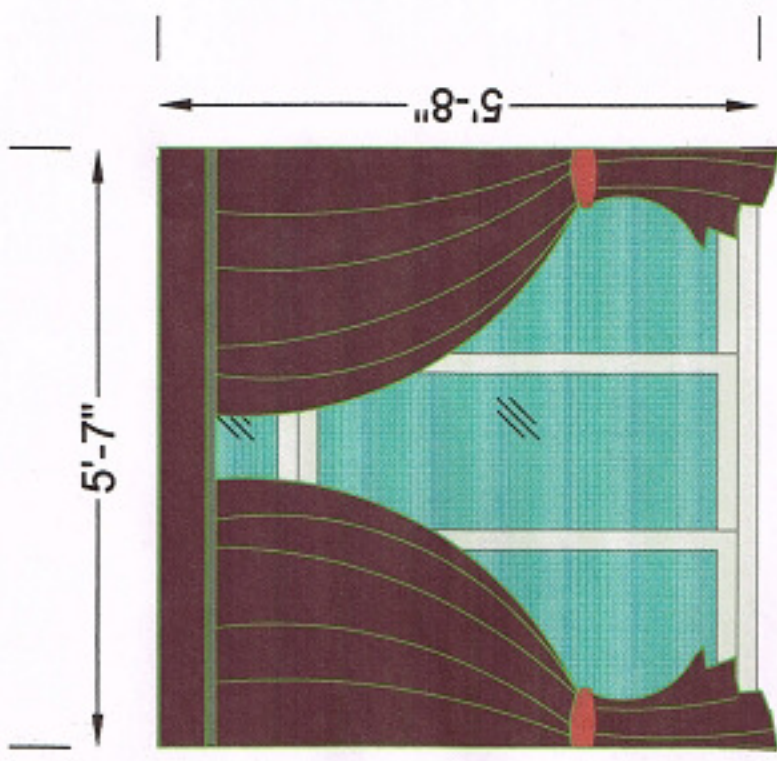
ELEVATION - 1



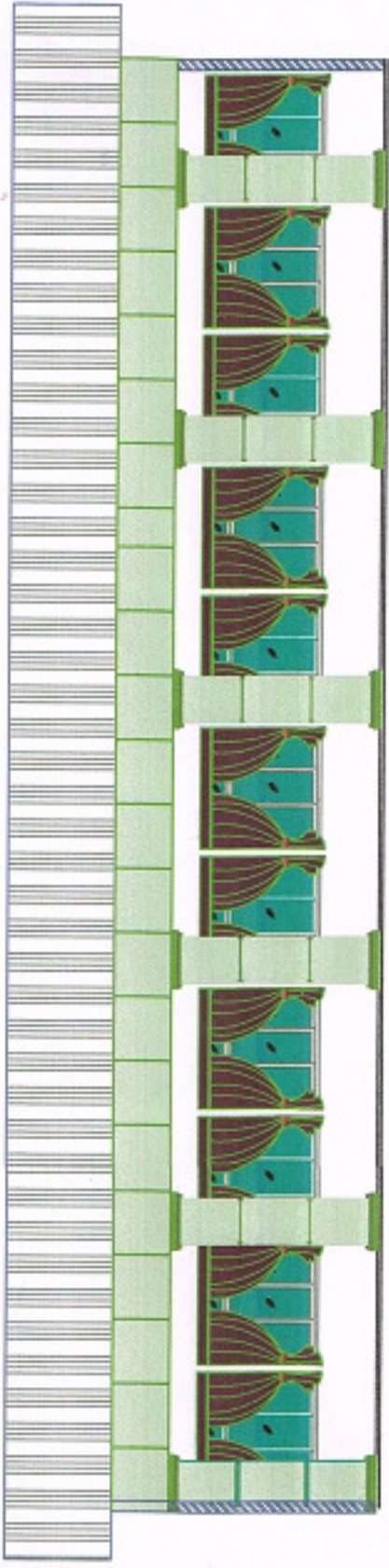
ELEVATION - 4



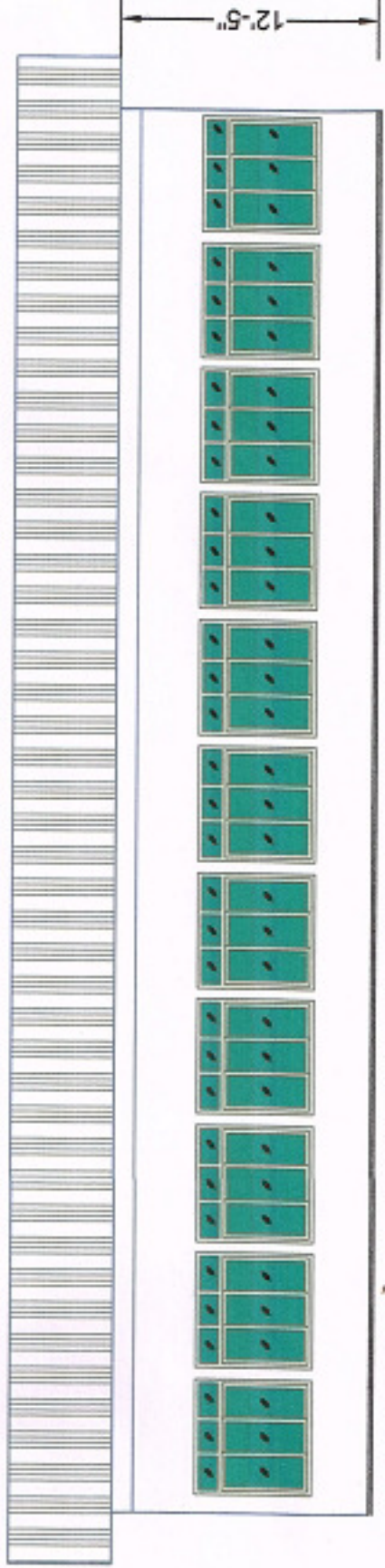
ALUMINIUM SLIDE WINDOW



CURTAIN



ELEVATION - 2 & 3



EXTERIOR ELEVATION

SECTION 5 FORM OF BID

_____ (Date)

To: _____ (Employer's Name)

_____ (Employer's Address)

We offer to execute the _____ (name and number of Contract) in accordance with the Draft Civil Works Contract accompanying this Bid for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We agree to complete the works according to the Drawings and the Specification and within the time allowed.

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid will remain valid for 80 days after then Deadline for Submission of Bids.

We note and accept without reservation the Government's and the World Bank's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Contractor: _____
Address: _____

Phone Number _____
Fax Number, if any _____

SECTION 6 ACTIVITY SCHEDULE

THIS FORM MUST BE FILLED-IN BY THE BIDDER AND SUBMITTED WITH THE BID. THE ACTIVITY SCHEDULE SUBMITTED BY THE BIDDER SHALL CONSTITUTE THE BASIS FOR THE BID PRICE AND THE SUBSEQUENT CONTRACT PRICE. .

Province:		District:		Commune:		Name of Project:	
Name of Contractor:			Telephone:		Name of Works Manager:		Telephone:
Contract Start Date:				Contract Completion Date:			
Description of Works Activities	Lump-sum Amount (USD)	Start Date	Finish Date	Key Stage for Technical Monitoring	Name of Subcontractor, if any.	Contract Implementation	
						Problems	Solutions
1. Site Cleaning Work, removal of windows, cleaning and preparation of the surfaces for painting				Satisfactorily completion of site cleaning, removal of windows, cleaning and preparation of surfaces and supply of the acceptable materials for ceiling frame, aluminum window frames and wall partitions, and paints for walls and ceilings to the site and issue of satisfactory progress report by the Project Manager			
2. Supply of following materials to the Site: • Ceiling frame material, • Aluminum windows • Aluminum wall partition • Paints for walls and ceiling							
Total for Payment No. 1 – (insert the condition/stage for Payment No. 1 as stipulated in Price Schedule of CC)							
3. Installation of aluminum windows				Satisfactorily completion of aluminum window frames, ceiling frame and supply of the acceptable			
4. Installation of ceiling frame Supply of teak parquet to the Site				teak parquet materials to the site and issue of satisfactory progress report by the Project			
5. Supply of teak parquet to the Site							

National Standard Bidding Documents, Procurement of Works

Total for Payment No. 2– (insert the condition/stage for payment No. 2 as stipulated in Price Schedule of CC)				Manager			
Completion of all the works satisfactorily				Issue of completion report by the Project manager			
Total for Payment on Completion of Whole Works							

1st - half Retention Payment				Upon satisfactory completion of the works and issue of acceptance certificate by the Employer			
2nd-half Retention Payment				Upon satisfactory completion of the Guarantee Period, as certified by the Project Manager.			
TOTAL LUMP-SUM BID PRICE (insert this amount in the Bid Form)							

Name, Title, and Signature of Bidder/Contractor’s authorized Representative:.....
Date:

SECTION 7 FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement, made the _____ day of _____ 2017, by and between

(name and address of Employer hereinafter called “the Employer”) and

(name and address of Contractor hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____

(name and identification number of Contract hereinafter called “the Works”)

and the Employer has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sample Invitation to Bid, Procurement of Works

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the
said

in the presence of :

Binding Signature of Employer: _____

Binding Signature of Contractor: _____

SECTION 8 - BID AND PERFORMANCE SECURING DECLARATION

The Bidder shall fill in this form in accordance with the instructions indicated in brackets, and submit with the Bid.

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N^o: *[insert number]*

Invitation for Bid No.: *[insert number]*

To: _____

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Employer and the Government of Myanmar for a period of time of two (2) years starting on the date of the Employer's execution of this Declaration, or pay 2% of the contract price as a penalty, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
 - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
 - b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
 - c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or
 - d) committed a fundamental breach of contract leading to the Employer's termination of the contract for reasons of our default.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) thirty days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the Guarantee period specified in paragraph 18. of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Sample Invitation to Bid, Procurement of Works

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*