

**REPUBLIC OF THE UNION OF
MYANMAR**

**NATIONAL WATER RESOURCES COMMITTEE
(NWRC)**

**MINISTRY OF TRANSPORT
DIRECTORATE OF WATER RESOURCES AND
IMPROVEMENT OF RIVER SYSTEMS (DWIR)**

**AYEYARWADY INTEGRATED RIVER BASIN
MANAGEMENT PROJECT (AIRBM)
PROJECT MANAGEMENT UNIT (PMU)**

**NATIONAL SHOPPING DOCUMENT
For**

G1.6- Accounting Software

Name of Project:	Ayeyarwady Integrated River Basin Management Project (AIRBM)
IDA Credit No.:	5559-MM
Contract Name:	Accounting Software
Reference Number:	G1.6
Date of Issue:	February 27, 2017

INVITATION TO QUOTE

Ministry of Transport
Directorate of Water Resources and Improvement of River Systems

Ayeyarwady Integrated River Basin Management (AIRBM) Project
Project Management Unit (PMU)

wishes to purchase:
G1.6 - Accounting Software

1. The goods are required to be supplied, installed, customized and the training should be provided within 6 weeks from the date of the Contract. In addition, there will be support and maintenance services for 3 years.
2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-charge from the address given below.
3. To be considered eligible and qualified a firm or individual must
 - a) Have completed within the last 2 years at least one contract of a similar nature of at least 50% of the value of the bid.
 - b) Demonstrate that the company is a registered company.
 - c) Not be under any notice of disbarment issued by the Government, or the World Bank.
4. Bids must be delivered to the address given below at or before **27 March, 2017, 13:00 pm**. Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below 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.
5. The Purchaser 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.
6. **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-compliant
7. The address where additional information or clarification may be obtained is:

Attn: Mr. Aung Min, National Procurement Officer
AIRBM Project, PMU Office,
No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung
Township, Yangon, Myanmar
Telephone: (+95) 095058307; E-mail: aungminaung1977@gmail.com with a copy

to ayekhaingshwe65@gmail.com and balapathmasiri@gmail.com

8. In case of any difficulty in obtaining additional information or clarification interested parties may contact in writing

Attn: Mr. Win Hlaing, PMU Director
AIRBM Project, PMU Office,
PMU Office, No.400, DWIR Compound, Building (7), Lower Pazuntaung Road,
Pazuntaung Township, Yangon, Myanmar
Telephone: (+95) 092013271
e-mail: dwir.airbm@gmail.com

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

Attn: Mr. Aung Min, National Procurement Officer
AIRBM Project, PMU Office,
No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung
Township, Yangon, Myanmar
Telephone: (+95) 095058307; E-mail: aungminaung1977@gmail.com

10. The Government of Myanmar and/or the World Bank will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract financed by the Government of Myanmar and/or the World Bank respectively, 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. Please refer to Attachment 1 'The Bank's Policy on Fraud and Corruption.

SECTION 1. INSTRUCTIONS TO BIDDERS

1. **Goods:** DWIR, AIRBM Project, Project Management Unit as the Purchaser, invites bids for the supply, installation and customization of Financial Accounting Software for PMU including the training as described in the Conditions of Contract (CC). The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract
2. Government of Myanmar has received funding from the World Bank towards the cost of the Ayeyarwady Integrated River Basin Management (AIRBM) Project. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which these Bidding Documents are issued. No payment shall be made to persons or entities for any import of goods, if such payment or import is prohibited by a decision of the United Nation's Security Council, taken under chapter VII of the Charter of the United Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
 - a) Have completed within the last 2 years at least one contract of a similar nature of at least 50% of the value of the bid.
 - b) Demonstrate that the company is a registered company
 - c) Not be under any notice of suspension or debarment issued by the Government, or the World Bank.

The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.
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. In pursuance of this policy, both the Government of Myanmar and the World Bank as details in Attachment 1 'World Bank Policy – Corruption and Fraudulent Practices'.
5. **Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Quote

SECTION 1. INSTRUCTIONS TO BIDDERS

SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

SECTION 3. PRICE AND DELIVERY SCHEDULE

- SECTION 4. TECHNICAL SPECIFICATIONS/STATEMENT OF COMPLIANCE
- SECTION 5. FORM OF BID
- SECTION 6. FORM OF CONTRACT AGREEMENT
- SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

- 6. Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

- Form of Bid
- Price and Delivery Schedule
- Bid and Performance Securing Declaration
- Filled in **Statement of Compliance**
- Technical document providing information about the proposed software.
- Resumes of Trainers

All the pages of the bid shall be signed by an authorized person of the Bidder.

- 7. Bid and Evaluation Criteria:**

The Bidder must bid for the whole required items, and the evaluation of bids shall also be for the whole package

The Purchaser 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.

- 8. Bid Prices:** Prices should be quoted in Myanmar Kyat for the Goods delivered at the final destination (Project Site) specified in the Price and Delivery Schedule, inclusive of all costs such as customs duties, sales and other taxes paid or payable if the contract is awarded, transportation, insurance, and other local charges required for conveying the goods to the final destination. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.
- 9. Validity of Bid.** The bid shall remain valid for the period of seventy (70) calendar days counted from the deadline for submission of bids specified in Paragraph 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidder's 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 English language
- 11. Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Bid as described in Paragraph 6 of these Instructions, 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 Purchaser at the address provided in paragraph 9 the Invitation to Bid and shall provide a warning "DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING" as defined in paragraph 12 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 Purchaser NO LATER than **27 March 2017, 13:00 pm** at the address given in paragraph 9 of the Invitation to Quote. Any Bid received by the Purchaser 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 and shall be valid for the warranty period described in paragraph 7 of the Conditions of Contract. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the Government irrespective of the funding source for a period of two years from the date of the Purchaser's execution of this Declaration unless, at a Bidder's option, the Bidder pays to the Purchaser an administrative penalty of two percent (2%) of the total bid amount to the Purchaser. 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 Purchaser'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 may result in the execution of the Bid and Performance Securing Declaration.

15. Opening of Bids: The Purchaser 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, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders' names, the Bid prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security or

Bid Securing Declaration, and such other details as the Purchaser may consider appropriate, will be read out and recorded at the opening. The minutes shall be signed in original by all those present at the bid opening. 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.

16. Process to be Confidential: All 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 Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein 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 Purchaser will determine for each Bid the evaluated Bid Price 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 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 Bidder refuses to accept the correction, his Bid will be rejected and Bid and Performance Securing Declaration executed.

18. Purchaser's Right to Accept Any Bids and to Reject any or all Bids: The Purchaser 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 Bidder(s).

19. Notification of Award and Signing of Contract: The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid in writing. 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 Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids rejection.

21. Complaints. 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 Project Manager

Attn.: Mr. Win Hlaing, Project Director

AIRBM Project, PMU Office,
Directorate of Water Resources and Improvement of River Systems
400, Lower Pazuntaung Road,
Yangon, Myanmar
e-mail: dwir.airbm@gmail.com

The Project Manager 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 Project Manager does not satisfy the bidder or there is no response to the complaint it should be referred to the Republic of the Union of Myanmar Federation of Chamber of Commerce and Industry (UMFCCI). In such case, a copy of the complaint should also be sent to Mr. Greg Browder, Task Team Leader, World Bank, [Email: gbrowder@worldbank.org](mailto:gbrowder@worldbank.org) with a copy to Ms. Ana Nunez Sanchez, e-mail: anunezsanchez@worldbank.org.

21. Publication of Award. The Purchaser shall

- (i) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
- (ii) publish on the DWIR and/or Ministry a website, promptly 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 Purchaser.

SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

Article 1 General Provisions

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
 - i. The Form of Contract,
 - ii. the Conditions of Contract,
 - iii. the Special Conditions of Contract
 - iv. the Technical Specifications
 - v. the Form of Bid submitted by the Supplier,
 - vi. the Price and Delivery Schedule,
 - vii. the Purchaser's Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Myanmar. 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 (Arbitration Council of Myanmar) Republic of the Union of Myanmar Federation of Chamber of Commerce and Industry (UMFCCI) for adjudication in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

Article 2 Purchaser's and Supplier's obligations

4. The Purchaser and the Contractor now agree as follows:
 - The Contract Price is..... *(insert amount in words and figures)*. This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
 - The Supplier shall supply and install: **Financial Accounting Software, install, customize and provide training on or before the delivery date and at the final destination (Project Site), as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications.** In addition, the Supplier has to provide **On-going Service Support and Maintenance for Three Years** . The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to warehouse" (final destination) on "All Risk basis".

5. The Purchaser has the right to reduce the payment to the Supplier by 0.05% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, then after the Purchaser may terminate the contract.
6. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
7. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of 12 months starting from the actual delivery, installation and commissioning date of the goods. Throughout this period the Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship.

Article 3 Payment Provisions

8. Payments will be made according to the schedule and terms and conditions set out below:

Steps of Payment	Amount	Payment Conditions	Scheduled date for Payment
Payment 1	100% of the price quoted for Item 1 - Supply and Installation of Financial Accounting Software (inclusive of first year software assurance / license)	Upon receipt, installation inspection and acceptance of the goods	30 days after receipt of invoices
Payment 2	100% Of the price quoted for Item 2 - Report Customization and Training	Upon completion of report customization and training	30 days after receipt of invoices
Payment 3	33% of the price quoted for Item 3 - On-going Service Support and Maintenance for Three Years	Upon completion of on-going support and maintenance services for the first year	30 days after receipt of invoices
Payment 4	33% of the price quoted for Item 3 - On-going Service Support and Maintenance for Three Years	Upon completion of on-going support and maintenance services for the second year	30 days after receipt of invoices
Payment 5	34% of the price quoted for Item 3 - On-going Service Support and Maintenance for Three Years	Upon completion of on-going support and maintenance services for	30 days after receipt of invoices

9. Processing of payments will be as follows:
 - i. 100% of the price for Item 1 - Supply and Installation of Financial

Accounting Software (inclusive of first year software assurance / license): Within 7 days of receiving the goods, completion of installation, the Purchaser will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests the Purchaser will issue an acceptance certificate to the Supplier. The Supplier shall submit its commercial invoice with the original acceptance certificate attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission

- ii. 100% of the price for Item 2 - Report Customization and Training: Within 7 days of report customization and the training the Purchaser will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests the Purchaser will issue a certificate to the Supplier that the report customization and training services are completed successfully. The Supplier shall submit its commercial invoice with the certificate of completion of report customization and training attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission.
- iii. 33% of the price for Item 3 - On-going Service Support and Maintenance for Three Years: Within 14 days of completion of on-going support and maintenance services for the first year (*first year starts from the date of the certificate of completion of report customization and training*), provided that the relevant on-going support and maintenance services successfully delivered for the subject year, the Supplier shall submit its commercial invoice in three copies, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission.
- iv. 33% of the price for Item 3 - On-going Service Support and Maintenance for Three Years: Within 14 days of completion of on-going support and maintenance services for the second year, provided that the relevant on-going support and maintenance services successfully delivered for the subject year, the Supplier shall submit its commercial invoice in three copies signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission.
- v. 34% of the price for Item 3 - On-going Service Support and Maintenance for Three Years: Within 14 days of completion of on-going support and maintenance services for the third year, provided that the relevant on-going support and maintenance services successfully delivered for the subject year, the Supplier shall submit its commercial invoice in three copies signed by the supplier as true and correct copies.

The Purchaser will effect payment within 30 days of submission.

- vi. In the event that after the expiry of 14 days after the delivery of the goods and services, the Purchaser does not provide the Supplier with an acceptance certificate (or issue instructions to repair or replace any defective goods or complete any insufficient training), the Supplier shall submit its invoice in three copies signed as true and correct.
- 10. Payment shall be made in MMK.
- 11. If any payment is delayed for more than 1 calendar month after the due date for Payment, the Purchaser will pay interest to the Supplier 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.
- 12. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract's value.

Article 4 Fraud and Corruption

- 13. 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 according to the Attachment 1 'World Bank Policy – Corruption and Fraudulent Practices'

Article 5 Special Conditions

The accounting software must come with original license and activation code and three users should be able to use at the same time in a local area network (LAN) environment.

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>Purchaser</i>		<i>Supplier</i>	
Name	: -----	Name	: -----
Position	: -----	Position	: -----
Date	: -----	Date	: -----

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:

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.

- (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 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 of 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 3. PRICE AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8
Item	Description of Goods	Country of Origin	Unit	Quantity	Unit Price (Delivery at Final Destination)	Total Price (Col. 5x6)	Expected Delivery
1	Supply and Installation of Financial Accounting Software (inclusive of first year software assurance / license)		Set	Lump-sum	PMU Office in Yangon		Within two weeks after contract signing
2	Report Customisation and Training		Set	Lump-sum	PMU Office in Yangon		Within four to six weeks after installation
3	On-going Service Support and Maintenance for Three Years			Four times a year	PMU Office in Yangon		Within three days after the request by PMU
State currency of quotation (Myanmar Kyat):						Total:	

Total Bid Price

In Words.....

Authorized Signature of Bidder.....

1. Currency to be used is Myanmar Kyat . The price shall include all customs duties and sales, Value Added Tax and any other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION 4. TECHNICAL SPECIFICATIONS / STATEMENT OF COMPLIANCE

Item	Specification	<p>Statement of Compliance Bidders must state here either “Comply” of “Not Comply” with cross reference against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” of must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature (catalogues), unconditional statements of specification and compliance issued by the manufacturer, independent test data etc. as appropriate.</p>	
No.	Specifications	Complied	Not Complied
Financial Accounting Software must have the following features:			
1	Accounts Payable: check writing, bill payment, purchases, purchase orders		
2	Accounts Receivable and Account Payable		
3	Automatic Back-up		
4	Bank/ Account Reconciliation		
5	Cash Flow Management		
6	Copy Transactions		
7	Customizable Reports		
8	Easier Installations		
9	Easy Start up and Use		
10	Help Desk Facilities		
11	Systems Check		
12	Attach documents to transactions and records		
13	Comparative Budget Spread sheet Creator - track 4 years		
14	Easier data entry for the jobs		
15	Integration with Microsoft Excel and Word		
16	Internal Accounting Review		
17	Password Security		

18	Audit Trail		
19	Customer Management Centre		
20	Fixed Assets		
21	View Transaction History		
22	Vendor Management Centre		
23	Advanced Budgeting		
24	Archive Company Data		
25	Change Order Processing Company Consolidation Wizard		
26	Crystal Reports		
27	Departmentalized Financial Statements		

Training Areas and Technical Areas for Customization

No	Specification	Complied	Not Complied
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I. Accounting Software Training must include the following features:

1	Creating / Setting up for AIRBM		
2	Creating chart of accounts		
3	Creating Vendors, Customers and		
4	Set-up budget		
5	Data-entry for all type of transactions and		
6	Adjusting previously installed customized		
7	Importing / uploading reports prepared in		
8	Generating Reports		
9	Closing financial years		
10	Data back-up		
11	Maintaining Fixed Assets Register		
12	Maintaining Advance and Contract Registers		

II. Customization of Reports to be generated from the Accounting System

1	Balance Sheet (in MMK and USD)		
2	Statement of Sources and Uses of Funds by Components (in MMK and USD)		
3	Statement of Sources and Uses of Funds by Sub-Components (in MMK and USD)		
4	Statement of Sources and Uses of Funds by Disbursement Category (in MMK and USD)		
5	Statement of Sources and Uses of Funds by Components and Disbursement Category (in MMK and USD)		

6	Fixed Asset Register		
7	Advance Register		
8	Contract Register		
III.	Setting up user access password at the following levels		
1	Transactions data entry only		
2	Review and amendments of data entry and generate report generation		
IV.	After sale support		
1	On-going Service Support and Maintenance for three years		

No. of Computers to be installed and customised with the Accounting Software: **3 User licenses**

The training areas can be grouped under the following description and expected to provide for minimum of 5 working days, each area of training split into two half days, over a period of two weeks.

Training shall include practical session under each topic.

No.	Description	Date	Time
1	Systems Manager Module (SM)	Two Half Days	PMU Office Hours
2	General Ledger Module (GL)	Two Half Days	
3	Posting of Receipts and Payments and Bank Reconciliation	Two Half Days	
4	Company and Database Administrative Module	Two Half Days	
5	Month End Financial Reports and Year-end financial closing and Financial Reports	Two Half Days	

Days are indicative and Supplier should propose required number of days and trainers for each module.

Number of Trainees: 6 to 8

Training needs to be conducted in Myanmar Language at PMU. The Supplier shall provide training materials in a soft copy and a hard copy before training starts.

Qualifications of trainers

- At least 5years experience as financial software practitioner and trainer for Development projects and/or Non-Governmental Organisations
- Fluent in spoken and written English,
- Skilled in use of the financial software, Excel, and email

SECTION 5. 1. FORM OF BID

_____ (Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods [*insert a brief description of the Goods*]. The total price of our Bid, including any discounts offered, is [*insert amount in words and figures*].

We are not a Government owned entity or enterprise (or we are a government owned entity that is legally, commercially and managerially autonomous and not bidding for a contract to our supervising agency)

We are not suspended or debarred by the World Bank or other multilateral financial institution

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 70 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 according to the Attachment 1 – 'World Bank Policy – Corruption and Fraudulent Practices'.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Bidder: _____

Address: _____

Phone Number _____

Fax Number, if any _____

SECTION 6. FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement, made the _____ day of _____ 20.__, by and between

[insert name and address of Purchaser] (hereinafter called “the Purchaser”) and

[insert name and address of Supplier] (hereinafter called “the Supplier”).

Whereas the Purchaser invited bids for certain Goods viz., *[insert brief description of Goods]* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures]* (hereinafter called “the Contract Price”).

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. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) The Form of Contract,
 - (b) the Conditions of Contract,
 - (c) the Special Conditions of Contract
 - (d) the Technical Specifications
 - (e) the Form of Bid submitted by the Supplier,
 - (f) the Price and Delivery Schedule,
 - (g) the Purchaser’s Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract 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.

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 Purchaser: _____

Binding Signature of Supplier: _____

SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

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

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N°: *[insert number]*

Invitation to Quote 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 Purchaser and the Government of for the period of time of two years starting on the date of the Purchaser'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 Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
 - d) committed a fundamental breach of contract leading to the Purchaser's termination of the contract for reasons of our default.
3. We understand this bid securing declaration 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) 30 (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 warranty period specified in paragraph 7 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]*

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]*