

# REPUBLIC OF THE UNION OF MYANMAR

## MINISTRY OF TRANSPORTATION AND COMMUNICATIONS DIRECTORATE OF WATER RESOURCES AND IMPROVEMENT OF RIVER SYSTEMS (DWIR)

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

#### SHOPPING DOCUMENT

For

#### G2.2 -ADCP Flow Meters and Associated Equipment

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

IDA Credit No.: **5559-MM**

Contract Name: **ADPC Flow Meters and Associated  
Equipment**

Reference Number: **G2.2**

Date of Issue: **21 December 2016**

# INVITATION TO QUOTE

## MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

### DIRECTORATE OF WATER RESOURCES AND IMPROVEMENT OF RIVER SYSTEMS (DWIR)

#### AYEYARWADY INTEGRATED RIVER BASIN NANAGEMENT (AIRBM) PROJECT

#### PROJECT MANAGEMENT UNIT (PMU)

#### Wishes to purchase:

#### G2.2- Acoustic Doppler Current Profiler (ADCP) Flow Meters and Associated Equipment (2 units)

1. The goods are required to be supplied by 6 weeks from the date of contract.
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 3 years at least three contracts of a similar nature of at least 50% of the value of the bid.
  - b) 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 **15:00hrs on 26 January 2017**. 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 the document may be inspected and obtained is:

Ms. Ei Kyipyar Soe or Mr. Aung Min PMU Procurement Officers  
PMU Office, NO: 400, DWIR Compound, Building (7) (PMU Office) Lower Pazaungtaung Road, Pazaungtaung Township, Postal Code: 11171, Yangon, Myanmar  
Telephone: +95 0973189261: +95 095058307

8. E-mail: [eikyipyarsoe@gmail.com](mailto:eikyipyarsoe@gmail.com); [aungminaung1977@gmail.com](mailto:aungminaung1977@gmail.com) In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing  
U 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](mailto:dwir.airbm@gmail.com)
  
9. 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.  
  
The quotation in the required format should be addressed and submitted to the above address together with signed and sealed hard copy and soft copy (CD disc with PDF format). ). Bid submission by email will not be accepted.
  
10. The Government of Myanmar and/or the World Bank will declare a firm in eligible 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.

## SECTION1. INSTRUCTIONS TO BIDDERS

1. **Goods:** DWIR, AIRBM Project, Project Management Unit (PMU), as the Purchaser, invites bids for the supply of 2 ADCP Flow Meters and Associated Equipment 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:
  - 3.1. Have completed within the last 3years at least three contract of a similar nature of at least 50% of the value of the bid.
  - 3.2. 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
  - SECTION1. INSTRUCTIONS TO BIDDERS
  - SECTION2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS
  - SECTION3. PRICE AND DELIVERY SCHEDULE
  - SECTION4. TECHNICAL SPECIFICATIONS AND DRAWINGS
  - SECTION5. FORM OF BID
  - SECTION6. FORM OF CONTRACT AGREEMENT
  - SECTION7. 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
- Filled in "Detailed technical specification and Bidder's Offer" Table
- Bid and Performance Securing Declaration

The bid shall also comprise information about the proposed goods and a work program for delivery of the goods and incidental services.

**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 USD 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. However, local bidders will be paid in MMK by using the Central bank of Myanmar's exchange rate on the closing date for bid submission. 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 Sixty (60) 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 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, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing service facilities in Yangon, Myanmar.

**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 two copies 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 copies 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 of 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 15:00hrs on 26 January 2017 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
- (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. In addition, a copy of the minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Purchaser.

**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 there by 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, 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 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 Director

Attn.: Mr. Win Hlaing, Project Director,

AIRBM Project, PMU Office,

PMU Office, N0: 400, , DWIR Compound, Building (7), Lower Pazaungtaung Road, Pazaungtaung Township, Postal Code: 11171, Yangon, Myanmar

e-mail: [dwir.airbm@gmail.com](mailto:dwir.airbm@gmail.com)

The Project Director 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 Director 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, the World Bank, email: [gbrowder@worldbank.org](mailto:gbrowder@worldbank.org) with a copy to Ms. Ana Nunez Sanchez, e-mail: [anunezsanchez@worldbank.org](mailto:anunezsanchez@worldbank.org).

**22. 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 or Ministry 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 Awardtogether 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 Chamber of Commerce 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.....  
This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
  - The Supplier shall supply: 2 ADCP Flow Meters and associated equipment 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. 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 0.1% 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 carry a warranty of ONE year starting from the actual delivery 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:

<b>Steps of Payment</b>	<b>Amount</b>	<b>Payment Conditions</b>	<b>Scheduled date for Payment</b>
Payment of full Contract Price	100% of the value of delivered Goods and Services	Upon receipt, commissioning, inspection and acceptance of the goods, and completion of the training and incidental Services	30 days after receipt of invoices

9. Processing of payments will be as follows:
  - i. 100% of the Contract Price. Within 14 days of receiving the goods the Purchase will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests and the training program & incidental services are completed 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. 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), the Supplier shall submit its invoice in three copies signed as true and correct, and the Purchaser will effect payment within 30 days of submission.

10. Payment shall be made in USD to the foreign supplier and in MMK to the local Supplier by using the exchange rate of the Central Bank of Myanmar on the closing date for bid submission.
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 0.3% 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 Instruments must be brought to Department of Meteorology and Hydrology, N0.50, Kabaaye Pagoda Road, Mayangone Township, Yangon. by the Supplier. The Expert Technician, with more than 5 years experience in ADCP operation and maintenance, should conduct on-the-job-training to the relevant staff of DMH agency in the following topics:

1. Testing equipment prior to taking equipment to the flow monitoring site.
2. Operations:                      How to fit the high speed “board”, calibration the sensor, operation the instruments including operation on laptop software and integration of additional sensors for temperature and salinity correction.
3. Maintenance:                    How to maintain the instrument, after each use, and periodically and how to keep an equipment logbook.
4. Basic repairs:                    How to make basic repairs, for example due to external damage.
5. Warranty;                        (1) year for all parts and workmanship.
6. All the instrument must be included one year warranty effective from the date of delivery to the PMU office.
7. Bidders have the responsibilities to change the possession name of the instrument with the name of AIRBM project (PMU office) Address in accordance with the rules and regulations of the respective Departments at the time of the delivery period.

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             : -----

## Attachment 1

### 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.<sup>1</sup> 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;<sup>2</sup>
  - (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;<sup>3</sup>
  - (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;<sup>4</sup>
  - (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;<sup>5</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to

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

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

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

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,<sup>6</sup> 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 nominated<sup>7</sup>;
- (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

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<sup>6</sup> 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.

<sup>7</sup> 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

Item	Description	Unit	Quantity	Unit Price item delivered at Final Destination (Project Site) <sup>(2)</sup>	Total	Delivery Time
1.	ADCP Flow Meter	No	2			6 weeks
	<u>Associated Equipment for carrying equipment, tethering, temperature and salinity correction and software</u>					
2.	Floating platform, suitable dragging at high speed (including tethering equipment and extra brackets for mounting)	No	2			6 weeks
3.	Remote Data Collection (Bluetooth Telemetry and RTK GPS Module with on-shore RTK GPS Base Station or equivalent)	No	2			6 weeks
4	Integrated additional probes for temperature and salinity correction and independent depth measurement	No.	2			6 weeks
5.	Rugged field laptop computer with ADCP software (plus additional software license)	No	1			6 weeks
6	Back up battery packs for ADCP (to allow for prolonged use of equipment over 12 hours)	No	4			6 weeks
	<b>Total Price</b>					

Grand Total Bid Price In Words.....

Authorized Signature of Bidder.....

<sup>(1)</sup> Currency to be used is USD. The price shall include all customs duties and sales and 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.

<sup>(2)</sup> Final Destination (Project Site) is Department of Meteorology and Hydrology, N0.50, Kabaaye Pagoda Road, Mayangone Township, Yangon.

# SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

## Introduction

The Myanmar government has received a credit from the World Bank for the Ayeyarwady Integrated River Basin Management Project (AIRBMP), which includes river survey work.

**The purpose of this procurement is** to purchase equipment for river flow surveys including two ADCPs suitable for surveying wide river cross-sections (>1km) and medium depths (0.3m-40m), plus related equipment for tethering or fixing ADCPs, software and support.

The outline specification is as follows:

1. **ADCPs:** Acoustic Doppler profiler/discharge measurement system intended for use from moving boats and other floating platforms in medium depth channels. Portable ADCPs using 3.0 MHz/1.0 MHz/0.5 MHz or 1.2MHz/0.6 MHz *or equivalent range*. Includes bottom tracking, internal discharge calculation
2. **Floating platform:** Floating vessel/platforms for the equipment to be towed at high speed. All necessary tethering equipment and additional brackets and fittings so that it can be used with several different vessels.
3. **Remote data collection:** Digital GPS for positioning; Power supply and comms. equipment to allow for remote data collection in large rivers, several kilometers wide during the high flow season.
4. **Additional probes:** Integrated additional probes for temperature and salinity correction and independent depth checks.
5. **Rugged field laptop:** Windows software for real-time display of current profiles, water depth and computed discharge measurements, and DGPS interface. (2 licenses)
6. **Back up batteries:** 4 x Back up rechargeable battery packs to allow for continuous operation for 12 hours and rapid recharging during field campaigns.

On delivery on-site support and training is required. In addition the supplier should be able to provide a repair service in South East or South Asia.

A detailed specification table is set out below. The bidder should provide a detailed description of their offer against this specification.

## Detailed technical specification and Bidder's Offer

A more detailed specification of the main components is included below. Equipment should meet these requirements *or provide an equivalent level of performance.*

Required Technical Specification			Bidder's Offer		
Sr.	Description		Sr.	Description	
1.	<b>ADCP Flow Meters</b>		1.	<b>ADCP Flow Meters</b>	
	<b>Technical Specification</b>			<b>Technical Specification</b>	
	<b>Velocity Measurement</b>				
A	Profiling range (distance)	0.06 m to 40 m	A		
B	Profiling range (velocity)	+/- 5 m/s to +/-20 m/s	B		
C	Accuracy	Up to +/- 0.25% of measured velocity: +/- 0.2cm/s	C		
D	Resolution	~1 mm/s	D		
E	Number of Cells	Up to 128	E		
F	Cell size	0.02m to 4 m	F		
	<b>Transducer Configuration</b>				
G	Transducers	4-beams using 3.0 MHz/1.0 MHz/0.5 MHz or 1.2MHz/0.6 MHz or equivalent range.	G		
H	Janus at 20° TO 25° slant angle		H		
	<b>Depth Measurement</b>				
I	Range	0.2 m to 80 m	I		
J	Accuracy	1%	J		
K	Resolution	1mm	K		
	<b>Additional Specifications</b>				
	<b>Temperature Sensor</b>				
L	Resolution	+/- 0.01 °C	L		
M	Accuracy	+/- 0.4 °C	M		
	<b>Compass/Tilt (Solid State Type)</b>				
N	Heading Accuracy	+/- 2°	N		
	<b>Communications</b>				
O	Power/Communications	10-18v DC, RS232 Communications RS232 Serial GPS or equivalent	O		
	<b>Physical/Environment</b>				
P	Operating Temperature	5-45°C	P		
	<b>Power Communication Module Specification</b>				
Q	Batteries Type	Rechargeable	Q		
R	Capacity/Duration	At least 8 hrs of Continuous Operation (4 hrs with RTK GPS)	R		
	<b>Telemetry Options/ Range</b>				
S	Bluetooth (Phone)		S		



T	Bluetooth (Laptop)	200 m	T		
U	Spread Spectrum radio	2000 m	U		
<b>2.</b>	<b>Associated Equipment Specifications</b>		<b>2</b>		
A	Floating platform for ADCP	Suitable for dragging at high speed; extra brackets (5x) for mounting lines to drag equipment	A		
<b>3.</b>	<b>Remote Data Collection (Bluetooth Telemetry and RTK GPS Module with on-shore RTK GPS Base Station)</b>				
A	Telemetry and RTK GPS Module with on-shore RTK GPS Base Station	Suitable for surveying over large area. River sections can be 5 km wide during high flow season	A		
<b>4.</b>	<b>ADDITIONAL PROBES (integrated with ADCP software)</b> May be individual or combined probe(s); can be used with ADCP or separately. Includes GPS position.				
A	Salinity probe (accurate to 0.1 PSU)		A		
B	Temperature (accurate to 0.05 degC)		B		
C	Depths up to 70 m		C		
<b>5.</b>	<b>FULLY RUGGED CONVERTIBLE LAPTOP and SOFTWARE</b>				
A	CPU	-Intel Core i5-3610ME vProTM Processor 2.7 GHz with Intel® Turbo Boost up to 3MB Cache <i>or equivalent</i>	A		
B	Power: Operating Time : Up to 10 hours		B		
C	Software for real-time display of current profiles, bathymetry and computed discharge	Includes ability to integrate additional temperature, depth or salinity probes. Additional software licence.	C		
<b>6.</b>	<b>BACK UP BATTERIES</b>				
A	Back up battery power to enable teams to work away from recharge points	Details to be proposed by bidder	A		
	<b>SUPPORT</b>				
~	Including On-Site Training by an expert in ADCP	3 Days			
~	Ability to offer technical support and repair facilities in the region				

## SECTION 5. 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 here by confirm that this Bid will remain valid for 60 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](here in after called “the Purchaser”) and

\_\_\_\_\_  
[insert name and address of Supplier] (here in after called “the Supplier”).

**Where as** 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] (here in after 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 the min the Conditions of Contract here after 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 here in after mentioned, the Contractor here by covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.

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5. The Purchaser here by 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** where of the parties there to have caused this Agreement to be executed the days and year first before written

The Common Seal of

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was here un to affixed in the presence of:

Signed, Sealed, and Delivered by the  
said

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In the presence of:

Binding Signature of Purchaser: \_\_\_\_\_

Binding Signature of Supplier: \_\_\_\_\_

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## 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<sup>o</sup>: *[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 Myanmar 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, up on 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]*

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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]*