
PROCUREMENT DOCUMENTS
Bidding Document for
Procurement of Goods

Multifunctional Buoy Handling
Vessel

ICB No: G3.4
Project: Ayeyarwady Integrated River Basin
Management (AIRBM) Project
Purchaser: Directorate of Water Resources
and Improvement of River Systems
(DWIR), Project Management Unit
(PMU)
Country: Myanmar
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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS,** there is no limit on the number of members in a JV.

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been

mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules , in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid
and Price
Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not

be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms

offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of

deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of
Validity of Bids**

18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in

accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,

- from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder;

- (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1

shall be returned unopened to the Bidders.

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

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither

discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the

Bidder's obligations under the Contract; or

- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

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

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31. Correction of Arithmetical Errors

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

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

in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**37. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, 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.

**39. Purchaser's
Right to Vary
Quantities at
Time of Award**

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**40. Notification of
Award**

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for

their rejection; and

- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute

sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : G3.4
ITB 1.1	The Purchaser is: MoTC, Directorate of Water Resources and Improvement of River Systems (DWIR), AIRBM Project, Project Management Unit (PMU)
ITB 1.1	The name of the ICB is: Multifunctional Buoy Handling Vessel The identification number of the ICB is: G3.4 The number and identification of lots (contracts) comprising this ICB is: Only one contract for manufacturing and delivering the Multifunctional Buoy Handling Vessel
ITB 2.1	The Borrower is: The Government of Myanmar Ministry of Transport and Communications (MoTC), Directorate of Water Resources and Improvement of River Systems (DWIR), AIRBM Project, Project Management Unit (PMU) is the implementing Entity.
ITB 2.1	Financing Agreement amount: <i>US\$ 100 million</i>
ITB 2.1	The name of the Project is: Ayeyarwady Integrated River Basin Management (AIRBM) Project
ITB 4.1	Maximum number of members in the JV shall be: 3
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Mr. Aung Myo Khaing, Component 3 Director Address: No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung Township Floor/ Room number: PMU Office Building, first floor, City: <i>Yangon</i>

	ZIP Code: 11171 Country: Myanmar Telephone: +95 0973189261 Electronic mail address: component3director@gmail.com with copies to geerinck@gmail.com , eikyipyarsoe@gmail.com ; aungminaung1977@gmail.com Requests for clarification should be received by the Employer no later than: 21 days .
ITB 7.1	Web page: N/A
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English . All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English .
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid: The Bidder shall submit a conceptual design that should respond to the range of technical requirements as specified in Section 7 Technical Requirements of <i>Chapter 3. Technical Specifications</i> specifically A3. PREPARATION OF THE CONCEPTUAL DESIGN . The Bidder must present the Drawings and Calculations Specified in Section VII as part of their conceptual design
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for the contract shall correspond at least to 100 percent of the items specified for the contract. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: 2010 .
ITB 14.8 (b) (i) and (c) (v)	Place of Destination: Yangon Port (DWIR site)
ITB 14.8 (a)	“Final destination (Project Site)”: Mandalay Port – DWIR site (Gaw

(iii);(b)(ii) and (c)(v)	wein port),
ITB 15.1	The prices shall be quoted by the bidder in: The price may be expressed in any convertible currency up to maximum of 3 foreign currencies. The Bidder <i>is not</i> required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 2 years
ITB 17.2 (a)	Manufacturer's authorization is: required
ITB 17.2 (b)	After sales service is: required but such this service can be provided by an agent/branch outside of Myanmar if necessary.
ITB 18.1	The bid validity period shall be 120 days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): 6% per year for local currency and 3% per year for foreign currencies and will be prorated to the duration of the extension.
ITB 19.1	A Bid Security shall not be required. A Bid-Securing Declaration shall be required.
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 5 years.
ITB 20.1	In addition to the original of the bid, the number of copies is: Two
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: : copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Bidder and a written power of attorney of the signatory of the Bid to commit the Bidder.
D. Submission and Opening of Bids	
ITB 22.1	For bid submission purposes only, the Purchaser's address is: Attention: Mr. Aung Myo Khaing, Component 3 Director, Street Address: No.400, DWIR Compound, PMU Office (Building (7)), Lower Pazuntaung Road, Pazuntaung Township,

	<p>Floor/ Room number: PMU Office Building, first floor. City: Yangon ZIP/Postal Code: 11171 Country: Myanmar</p> <p>The deadline for bid submission is: Date: <i>July 25, 2017</i> Time: <i>14:00</i> Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at: Street Address: Address: No.400, DWIR Compound, PMU Office (Building (7)), Lower Pazuntaung Road, Postal Code 11171, Pazuntaung Township Floor/ Room number: <i>First Floor</i> City: <i>Yangon</i> Country: <i>Myanmar</i> Date: The date for bid opening is the same as the date for the deadline for bid submission. Time: <i>14:00 p.m.</i></p>
ITB 25.3	<p>The Letter of Bid and Price Schedules shall be initialed by 2 representatives of the Purchaser conducting Bid opening. <i>Each Bid (only the original copy) shall be initialed by chair of the Panel and one more Panel member and shall be numbered. The Minutes of Bid opening should be signed by all the members of the Purchaser's Panel conducting the bid opening and the representatives of the Bidders attending the bid opening session.</i></p>
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>USD</i> The source of exchange rate shall be: <i>The Central Bank of Myanmar</i> The date for the exchange rate shall be: <i>the date of the deadline for submission of the bids. Selling rate shall be applicable.</i></p>
ITB 33.1	<p>A margin of domestic preference <i>shall not</i> apply.</p>
ITB 34.2(a)	<p>Evaluation will be done for the whole <i>contract</i>. <i>Bids will be evaluated for the whole contract. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall</i></p>

	<p><i>be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</i></p>
<p>ITB 34.6</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement components, mandatory spare parts, and service: Yes (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: No (e) the projected operating and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: No
	<p>F. Award of Contract</p>
<p>ITB 43</p>	<p>Additional new clause: Complaints Procedure</p> <ul style="list-style-type: none"> • 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 contract award. • Complaints shall be addressed to the Purchaser as named in the BDS (ITB7.1). The Purchaser 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 Purchaser does not satisfy the bidder or there is no response to the complaint it should be referred to the designated official of the Ministry of Transport, and the World Bank. • The addresses to sending complaints to: U Htun Lwin Oo, Director General of DWIR, Ministry of Transport and Communications, the Republic of the Union of Myanmar

	<p>Address: Directorate of Water Resources and Improvement of River Systems (DWIR) Compound, PMU Office, No. 400, Lower Pazundaung Road, Pazundaung Township, Yangon, Myanmar</p> <p>Email: lwinoocapthtun@gmail.com</p> <ul style="list-style-type: none">○ Mr. Greg Browder Lead Water Resource Management Specialist World Bank Office, Bangkok 30th Floor, Siam Tower 989 Rama 1 Road Patumwan Bangkok 10330 Thailand Email: gbrowder@worldbank.org
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Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

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1. Margin of Preference (ITB 33)-N/A**2. Evaluation (ITB 34)****2.1. Evaluation Criteria (ITB 34.6)-N/A****2.2. Multiple Contracts (ITB 34.4)-N/A****2.3. Alternative Bids (ITB 13.1): N/A****3. Qualification (ITB 36)****3.1 Postqualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) If Bidder is Manufacturer :

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

a) The average annual turnover of the last three years should not be less than: US\$ 1,800,000

b) A form of credit line from a commercial bank or a bank-account statement to demonstrate that the Bidder has following amounts available for the respective contract(s) if awarded to the Bidder: US\$ 600,000.

(ii) Experience and Technical Capacity

a) The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1) The Bidder is a Corporate Member(s) of a Shipbuilders & Ship Repairers Association for more than 5 years. Show the Certificate of corporate or industrial membership;

- 2) The Bidder is ISO9001:2008 certified company at least for the last 3 years. Show certificate;
- 3) The Bidder has built at least 5 barges of more than 20m long, of which at least 3 barges had to be with hydraulic cranes, lines and equipment and engines similar to the engine required for the vessel under this bid. Over the last 10 years at least 3 of the barges must have obtained Class Certificates issued by an International Association Classification Society (IACS) member or equivalent

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence listed below, but not limited to, to demonstrate that the Bidder satisfies the above listed qualification requirements:

- a) Documentary evidence demonstrating that the Bidder satisfies the minimum requirements for Financial Capability listed under paragraph i) above;
- b) Documentary evidence demonstrating that the Bidder satisfies the minimum requirements for Experience and Technical Capacity listed under paragraph ii)-a) above;

(b) If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least 4 contracts of similar goods within the last 10 years.

Section IV. Bidding Forms

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Letter of Bid

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

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

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

ICB No.: **[insert number of bidding process]**

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

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

To: ***[insert complete name of Purchaser]***

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services];**
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, The total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

~~In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**~~

~~In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];**~~

- (f) The discounts offered and the methodology for their application are:

- (i) The discounts offered are: **[Specify in detail each discount offered.]**

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]:**
- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

¹ Bidder to use as appropriate

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Bidder Information Form

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

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

ICB No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

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

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

ICB No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____		
Currencies in accordance with ITB 15							ICB No: _____		
							Alternative No: _____		
							Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)	
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	
							Total Price		

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C bids, Goods already imported)

Currencies in accordance with ITB 15

Date: _____
 ICB No: _____
 Alternative No: _____
 Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15					Date: _____	
					ICB No: _____	
					Alternative No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

Form of Bid Security N/A

Form of Bid-Securing Declaration

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

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

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *five years* starting on bid submission deadline, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

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

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *none*.

Under ITB 4.7(b) and 5.1: *none*

Section VI. 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.² 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;³;
 - (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;⁴
 - (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;⁵
 - (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;⁶
 - (v) "obstructive practice" is:

² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ 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.

⁴ 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.

⁵ 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.

⁶ 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,⁷ 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 nominated⁸;
- (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

⁷ 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.

⁸ 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.

the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

[The “Bidder’s offered Delivery date” column to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date following the date of effectiveness the Contract	Latest Delivery Date following the date of effectiveness the Contract	Bidder’s offered Delivery date [to be provided by the Bidder] <i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Multipurpose and Buoy Handling vessel, including all accessories and operational equipment	1	Unit (vessel)	DWIR Compound, Yangon	240 days	300 days	
2	Most critical spare parts and consumables (oils⁹, lubricants, hydraulic oil, etc) for two years. Below list is indicative and is provided for a guidance purpose. It is the Bidder’s obligation to complete the below list so as to cover all the spare parts and high-value consumables to be needed within the first two year according the maintenance and operation manual. It is the responsibility of the Bidder to ensure that the high-usage maintenance and all spare parts are indeed included.						
2.1	Spare parts for the main engine(s)	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	

⁹ Excluding fuel

2.2	Spare parts for the steering gear	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.3	Spare parts for the bridge navigation console and steering gear/propulsion console	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.4	Spare parts for all the winches	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.5	Spare parts for the hydraulic crane	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.6	Spare parts for the hydraulic system and lines	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.7	Spare roller bearings for the cargo rollers	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.8	Spare parts for the generator	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.9	Spare parts for the pumps (bilges, tanks, etc.)	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.10	Spare parts for the navigation equipment	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.11	Spare parts for the electrical components	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	

2.12	Spare parts for the Safety and Fire-fighting Equipment	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.13	Spare parts for the jet pressure pump	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.14	Spare parts for the radar and echosounder	1	Set of spare parts	DWIR Compound, Yangon	240 days	300 days	
2.15	Spare primer paint and deck paint	1	Quantity lumsum of paint	DWIR Compound, Yangon	240 days	300 days	
2.16	Spare propellers – 2		Spare propellers	DWIR Compound, Yangon	240 days	300 days	
2.17	Spare hydraulic oil	1	Quantity lumsum of hydraulic oil	DWIR Compound, Yangon	240 days	300 days	
2.18	Spare lubricants	100	Quantity lumsum of lubricants	DWIR Compound, Yangon	240 days	300 days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
RS 1	Training and Technical Assistance to DWIR upon delivery. All the requirements and tasks are described below. Training, and technical Assistance is proposed to be conducted by 3 experts on behalf of the Supplier and is estimated at 1 month each, Detailed description is given under RS1 of B. TECHNICAL CRITERIA AND REQUIREMENTS THAT MUST BE COMPLIED WITH	Lump-Sum	Lump-sum	DWIR compound Yangon and on the Buoy Handling Vessel	Within 2 months after delivery to the Final Destination

1. If applicable

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
RS 2	<p>VERIFICATION, INSPECTIONS, TESTS AND CERTIFICATION BY THE CLASSIFICATION SOCIETY</p> <p>All the requirements and tasks are described below. Duration of the services is similar to all Classification Societies who are Member of IACS, and is a standard package.</p> <p>Detailed description is given under RS1 of B. TECHNICAL CRITERIA AND REQUIREMENTS THAT MUST BE COMPLIED WITH</p>	Lump-Sum	Lump-sum	<p>(i) From headquarters of the selected Classification Society (for review of the Detailed Design and communication with Supplier and Purchaser),</p> <p>(ii) at the shipyard (for inspections),</p> <p>(iii) on the ship in the river or in port (for the river trials)</p>	Before transportation to Final Destination

1. If applicable

3. Technical Specifications

A. OVERVIEW

A.1. SCOPE

The AIRBM project is procuring buoys for deployment on the Ayeyarwady River between Mandalay and Bagan. The first installation of about 200 buoys and moorings will be undertaken by large barges with a backhoe on board. But once the buoys are installed they will need to be repositioned, cleaned and repaired at regular intervals. That calls for a handy 6 crew barge with high maneuverability capacities and fitted with a hydraulic crane and sufficient and safe working space, including a small workshop. The main function of the multi-purpose vessel is thus to maintain, replace and reposition navigational buoys. Secondary functions: fire-fighting and rescue operations, emergency towing of small barges, used as emergency ferry.

Regarding its main function, buoy handling vessel: relocation of the buoys will be done at least once per year and the procedures are as follows:

- 1) Hydrographic Surveys are conducted between September and October;
- 2) New hydrographic maps (including new bathymetric data) are produced by the end of October, the navigation channel alignments are analysed;
- 3) The position of the buoys is updated according to the new navigation channel alignment and position. This is done between October and November. The vessel leaves from Mandalay and will relocate approximately 10 - 15 buoys per day.
- 4) If and when required the vessel can relocate or attend to buoys any time of the year.

Because the barge will stay for weeks on the river, the crew of six needs accommodation and galley. Also a workshop will be required on board to conduct repairs when and where required.

The barge will need to have a shallow draught and will be able to run at a cruising speed of at least 10 knots. Safety equipment on board and construction methods must meet international standards.

The buoys will be placed upright on deck, not sideways - to prevent damage, save working space, and mitigate the risks for accidents and loss of limb.

The vessel will also serve secondary functions such as fire-fighting and rescue operations, emergency towing of small barges, used as emergency ferry.

For the bid preparation the Bidder will prepare and propose a **Concept Design** of the Multifunctional Buoy Handling Vessel which is based on the vessel functions and the technical requirements as described in ITB 11.1 (j). Also the Technical Requirements under Part 2 need to be followed.

The Bidder who will be selected, and becoming the 'Supplier', will then prepare the **Detailed Design** during the implementation, before construction will start.

A.2 TYPE, FUNTION AND AREA OF USE OF THE VESSEL

Type of barge	Buoy Handling Vessel or Buoy Tender, including Fire-fighting and Rescue Facilities, and can act as Emergency Ferry
Function and use of boat	<u>Main function:</u> to maintain, replace and reposition navigational buoys. Buoy tending operations on the Ayeyarwady River. <u>Secondary functions:</u> fire-fighting and rescue operations, emergency towing of small barges, emergency ferry
Area of use	Ayeyarwady River (high sediment load, occasionally debris on the water), Current (not tidal) can reach 6 knots.
Safety	Safety for the crew and for the environment is an important principle that needs to be upheld during design and construction
Cargo	6 specific design buoys of sizes of up to 800 kg each + 6 sets of anchors and chains of up to 700 kg each per mooring set. The buoys can measure up to 4.4m high. Other cargo, but not simultaneously could be 2 ferried cars/trucks up to 8 tons. In case of emergency the vessel should be able to ferry 50 persons at one given time but only up to a distance of 10 km. The cargo excludes consumables, fuel, fresh water etc. but the concept design of the boat should consider the weight of full bunkers, bilges, tanks, etc.
Crew capacity	6
Home port, flag	Mandalay Port, flag Myanmar
Reference Standards, Rules and Regulations + auditing company	<p>The barge needs to have a Classification Society Certificate. The barge is to be designed, constructed and fitted based on the standards (called Class Rules) of the selected International Classification Society, which has to be a member of IACS. The relevant and appropriate standards for Inland Barges and Inland Navigation automatically apply. There will be no statutory Class services and inspections after the delivery.</p> <p>The Classification Society will be selected as follows: the Supplier will provide the names of 3 Classification Societies which he prefers to work with and which are Member of the International Association of Classification Society (IACS). The Purchaser will then select one Classification Society among the proposed three. The Classification Surveyor is a representative agent from the selected Classification Society (CS), the responsibilities of the CS are described in 5. Inspections, Tests and Certification, and in GCC 26.1.</p> <p>Selected Classification Society is expected to undertake the following services required for, the classification process:</p> <ol style="list-style-type: none"> a) A technical review of the design plans and related documents for a new vessel to verify compliance with the applicable Rules; b) Attendance at the construction of the vessel in the shipyard by a

	<p>Classification Society Surveyor to verify that the vessel is constructed in accordance with the approved design plans and Class Rules;</p> <ul style="list-style-type: none"> c) Attendance by a Classification Society Surveyor at the relevant production facilities that provide key components such as the steel, engine, generators and castings to verify that the component conforms to the applicable Rule requirements; d) Attendance by a Classification Society Surveyor at the sea (river) trials and other trials relating to the vessel and its equipment prior to delivery to verify conformance with the applicable Rule requirements and requested performance; and e) Upon satisfactory completion of the above, the Purchaser's request for the issuance of a Class Certificate will be considered by the relevant Classification Society and, if deemed satisfactory, the assignment of class may be approved and a certificate of classification issued. <p>Cost of the Classification Society and the Classification Surveyor deemed to be included in the Contract Price.</p>
<p>Overall quality standard requirement</p>	<p>The Classification Society needs to provide a certificate (Class Certificate) that confirms the hull and plans are for barge that will be built for a valid lifespan 25 years</p>

A3. PREPARATION OF THE CONCEPTUAL DESIGN

The Bidder shall prepare a conceptual design of a vessel and he is guided by the following technical parameters when making his Concept Design:

A vessel with an overall length of 24m +/- 2m; with a draught fully laden of max. 0.90m; a freeboard while fully laden of min. 1.00m; with a vertical clearance of max. 10m; a beam width between of 6.5 and 9m; cruising speed of min. 10 knots; consumption should be max. 70 liter per hour at cruising speed; able of turning/rotating 360 degrees within its own length.

Min. allowable cargo carrying capacity of 15 mtons; min. working deck space of 50m²; a buoy hydraulic handling crane with a safe working radius with a SWL of 4T to reach an area of 3 meters outside of the hull perimeter to the front; with a central winch, rollers; railings, hydraulic lines under deck; and 2 engines for 360 degrees operations; with in principle 2 propellers.

The barge hull is designed for a minimum of 25 years working life.

The Concept Designs include, but are not limited to, cross-sections over length and width, indicating the main dimensions side view and top view, organization of the deck, working space, crane operation, location and shape of cabins, and steer hut / wheel house, propulsion, are required together with the bid to demonstrate that the proposed vessel complies with the Technical Specifications.

The Bidder must present the following Drawings and Calculations as part of their conceptual design

DRAWING A	Overall layout and dimensions (side view, front view, stern view, top-view, underwater layout)
DESCRIPTION A	Particulars must be such as Length-over-All, lightship weight, draught empty, draught full load, gross register tonnage, deadweight
CALCULATIONS A	Stability calculations should show an overview of weights and centers of gravity for all vessel equipment and material, and in case of a full load of buoys and moorings. The calculations should show the trim scenarios in case of full buoy handling operations.
DRAWING B1, B2	Side-view when empty, side view when fully laden
DRAWING C1, C2	Overall layout of (i) the working deck and working area – (ii) crane and winch position
DRAWING D	Layout of the arrangements for buoy and chain lift-on, lift-off

	handling and storing, including crane and winch layout and ranges, including mooring arrangements, cargo and deck openings
DRAWING E	Layout of the arrangements when the vessel is used as fire-fighter, including positions of heavy-duty fire-fighting equipment
DRAWING F	Engine room – if under deck, or engine arrangements – if on deck
DRAWING G	Bridge and chartroom conceptual layout
DRAWING H	Accommodation and galley conceptual layout
DRAWING I	Enclosed working space conceptual layout
DESCRIPTION J	Proposal for engine and steering gear size and type
CALCULATIONS K	Initial results of performance and maneuverability requirements

A.4. OVERVIEW OF EXPECTED DELIVERABLES DURING THE IMPLEMENTATION PHASE

Once contracted, the Supplier has to prepare detailed designs for the vessel and obtain the Purchaser's approval on the detailed designs before manufacturing of the Vessel commences.

Implementation of the Contract may be staged as follows:

- (i) Preparation of Detailed Designs;
- (ii) Manufacturing (Constructing) the Vessel;
- (iii) Delivery of the Vessel and Commissioning; and
- (iv) Training .

An overview of the implementation, after signing the Contract is shown below:



The Detailed Design will need to be prepared during the first 6 weeks of the contract and will then be submitted for review and approval to the Purchaser. Purchaser shall either review and comment on the drawings or approve within 2 weeks from the date of submittal. The Supplier shall incorporate the Purchaser's comments into the design, complete and resubmit to the Purchaser to review and approve. The Purchaser may request the Supplier for a meeting to present the drawings and to reply any questions. Construction of the Vessel will start after approval of the detailed designs by the Classification Society and the Purchaser.

B. TECHNICAL CRITERIA AND REQUIREMENTS THAT MUST BE COMPLIED WITH

Following criteria for the Multi-purpose Barge that need to be complied with:

SPECIFICATION	REQUIREMENT
1 DESIGN, PERFORMANCE AND CLASSIFICATION REQUIREMENTS	
1. Length over all -LOA	24m +/- 2m
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
2. Draught fully laden¹⁰	Max. 0.90m
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
3. Freeboard fully laden	Min. 1,00m
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
4. Vertical clearance (bridge) empty	Max. 10m (above 10m like aerials can be <u>easily</u> lowered to pass the bridges)
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
5. Beam width	Between 6.5m and 9m
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
6. Cruising Speed over water @ 85% of max. power – full load	Min. 10 knots Ship performance ratio power/speed must be provided
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	

¹⁰ Fully laden or full load = weight full consumables, full crew and full cargo (15mt)

Not complied? Deviation?	
7. Fuel tank capacity	3 tanks with fuel pump, including one tank for gravity-use. Total volume minimum 4500 ltr
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
8. Lightship weight	Manufacturer provides exact figures
Supplier provides his data	
9. Consumption per hour at (i) cruising speed, and (ii) at slow speed	Consumption per hour with all propulsion engines running should be max. 70 liter per hour at cruising speed and max. 60 liter at slow speed. Performance ratio power/consumption must be provided.
Supplier provides data	
10. Minimum allowable cargo carrying capacity in metric tons	Should be minimum 15 metric ton. (cargo excludes contents of fuel, water and other tanks) . Manufacturer provides exact figures
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
11. Rate of Turn/swing	Able of turning/rotating 360 degrees within its own length. Capable of turning in its own length in winds above 30 knots
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
12. Stopping distance	The stopping distance and swing over capacities have to be extremely small. The Supplier should give specifications.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
13. Course Steadfast	Maintain course when proceeding at 5 knots with relative crosswind of 30 knots.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
14. Standards and Classification Rules	The barge needs to have a Classification Society Certificate. The barge is to be designed, constructed and fitted based on the standards (called Class Rules) of the selected International Classification Society. The relevant and appropriate standards for Inland Barges and Inland Navigation apply. There will be no statutory Class services and inspections after the delivery.

	The Bidder will provide the names of 3 Classification Societies which he prefers to work with and which are Member of the International Association of Classification Society (IACS). The Purchaser will then select one Classification Society.
Can the Supplier comply?	
Which 3 Societies are proposed?	
15. Design Life	The barge hull is designed for a minimum of 25 years working life.
Can the Supplier comply?	
16. Beaching and Structural strength	All structures and components (hull, deck, seating, etc.) must be of sufficient strength to withstand when in the Fully Loaded Condition to self-dock on sandy bottom for maintenance on propulsions/propellers, and to land as a ferry
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
17. Vents	Each compartment shall be fitted with a deck vent complete with down flooding protection. There is also a need to fit a deck vent and exhaust fans in main engine room of vessel.
Can the Supplier comply?	
2 SAFETY AND FUNCTIONALITY REQUIREMENTS	
1. General ergonomics	Human engineering factors considered in design must include accessibility, visibility, readability, crew efficiency and comfort. All equipment must be accessible for use, inspection, cleaning and maintenance.
Can the Supplier comply?	
2. Life-saving and safety equipment	Hazardous operating conditions must be prevented by arranging machinery and equipment in a safe manner; providing guards for all electrical, mechanical and thermal hazards to personnel; and providing guards or covers for any controls that might accidentally be activated by contact of personnel. The quantity and quality of all life-saving (LS) and safety equipment (FF) must be in conformity with the Rules of the Classification Society.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
3. Hull color	blue hull – paint and color specifics must be agreed with Purchaser
Can the Supplier comply?	
4. Markings	Ensign on both sides well above waterline: 'DWIR' in white.

	Letters must be 50 cm high
Can the Supplier comply?	
5. Fairing	Produce a smooth outline and reduce drag
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
6. Minimum deck space	Minimum main working deck area not less than 50 m2 for storing the buoys vertical in supports with anchors and chains and working space between including the crane pedestal and bow ramp entrance
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
7. Plate Thickness	The plate thickness, excluding raised material, shall be as per Class structural requirements and cargo holding requirements. The deck Must have a thickness to withstand the point loads of 2T and long-term wear and tear. The Supplier must provide the thickness details.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
8. Cargo access and openings	The work deck has 3 buoy entrances: front loading – portside loading and starboard side loading. The Supplier must provide the construction concept.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
9. Bulwark openings	Each loading entrance has an opening of 3 meters in the bulwark.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
10. Stem bulwark	The bulwark <u>at the stem</u> must be “seaworthy” ¹¹ when not handling buoys, and when navigating. The opening must be closed when navigating. The Supplier must provide the concept of such a closing arrangement.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	

¹¹ Although the vessel is not intended for coastal waters, it is called “seaworthy” meaning that it should withstand overcoming waves from passing vessels or weather induced.

Not complied? Deviation?	
11. Crane	The buoy hydraulic handling crane must have a safe working radius with a SWL of 4T to reach an area of 3 meters outside of the hull perimeter to the front. The Supplier must provide the details of the crane. Central greasing system must be available.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
12. Central winch	A central winch must be installed for hoisting the chains and anchors of the buoy moorings through the opening at the stem. The central winch should be able to heave in the chain and anchor of the buoys.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
13. Rollers	The barge shall be equipped with side and front rollers and deck pad-eyes to facilitate buoy and stone deployment, stowage and recovery. The heavy rollers must be installed at each opening to allow for smooth landing of the buoys and anchors/chains. The Supplier must provide his proposal. The roller shall be fitted with faring plates to stop wire and cable from passing between the sides of the roller and the hull and also between the drum and deck. The height of the roller drum shall be at least 60mm but not exceed 120mm. The drum shaft shall be fitted with grease nipples for the roller bushings and these shall be fitted to allow easy greasing from the deck level.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
14. Anchors	The barge must have a portside and a starboard side anchor and winch for anchoring the barge and mooring. Anchor chain must be able to withstand force when used for barge emergency stopping maneuver. ¹²
Can the Supplier comply?	
Any deviation?	
15. Deck plate	Must be flush to allow a smooth surface for working.
Can the Supplier comply?	
16. Manholes	must be embedded not to a safety hazard for the crew.
Can the Supplier comply?	
17. Plating fairness	Fairness of hull, deck and cabin plating shall be maintained. Bulkheads, deck plates, bottom plates and side plating shall be fair and flat without buckling (tolerance \pm three millimeters).

¹² This will be verified by the Classification Society during the river trials

Can the Supplier comply?	
18. Deck drainage	Decks must be self-draining. The deck above the watertight compartments must be bolted for easy removal to allow access for repair of buoyancy compartments beneath.
Can the Supplier comply?	
19. Antislip surface	All over upper deck and gunnels must have a suitable non-skid (non-slip) surface.
Can the Supplier comply?	
20. Aft deck	Additional bollard and fair lead in the bulwark for possible tug operation
Can the Supplier comply?	
21. Man holes	A rubber neoprene gasket shall be incorporated to provide the water tightness.
Can the Supplier comply?	
22. Mooring eyes and bollards	Sufficient for mooring at stem and stern
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
23. Buoy and moorings arrangements	The deck must be able to stack and store 6 buoys upright without the need for securing by chain
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
24. Crew safety	The chains and anchors must be stowed and be available for dropping without endangering the crew or personnel on deck
Can the Supplier comply?	
25. Tug bollard	A specific towing bollard will be placed aft centre that can be used for towing small vessels. The structure must have the capacity to support 20 T, must be Certified and is tested to 150% of this load by the Supplier.
Can the Supplier comply?	
26. Railings	Should be fixed and removable where the openings are. Removable stanchions are placed where required. The railings shall provide a minimum height of 800 mm above the deck.
Can the Supplier comply?	
27. Fenders	D-shaped fenders – a concept is given.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
28. Hydraulic lines	If hydraulic lines are used they shall be routed under deck except for exposed lines in way of each winch.
Can the Supplier comply?	

29. Pad eyes	The barge shall be equipped with flush-mounted deck pad-eyes to facilitate buoy and chain/anchor deployment, stowage and recovery.
Can the Supplier comply?	
30. Auxiliary davit (derrick)	A small davit (derrick) with small hydraulic or electrical crane should be fitted aft to carry out maintenance works on the engines.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
3 PROPULSION, GENERATOR AND HYDRAULIC REQUIREMENTS	
1. Main engines	Proposed to be 2 unless the Supplier has a more suitable solution which improves the speed, maneuverability, and the other performance requirements
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
2. 360 steering	Good practice: propulsion by two identical diesel engines and propulsions with preference given to 360 steering capability full control steering/engine control and monitoring from the wheel house
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
3. In case the propulsion is below deck	The cooling water intake should be doubled and fitted at two different depths so it is possible to choose according to the working site.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
4. Exhaust systems	The engine shall be fitted with a dry exhaust, complete with expansion bellows, silencer and exhaust pipe as per the manufacturer's recommendations. The exhaust pipe shall be routed aft and up through the deck aft of the pilothouse. Height shall be sufficient to clear smoke above deckhouse level. Exhaust pipe shall be insulated and lagged over its length. A protective perforated stainless steel guard shall be fitted around exhaust pipe between the main deck and deckhouse top.
Can the Supplier comply?	

5. Propulsion controls	One Morse or equivalent engine speed control shall be supplied and installed in the deckhouse console, complete with one control cable to the main engine speed control and a control for the operation of the hydraulic drive for the propulsion. In case of a thruster, one "Thruster Angle" indicator shall be provided in the deckhouse to show rotation and location of the steerable thruster unit. There must be a mechanism for disengaging the hydraulic drive for the thruster and placing the thruster in a neutral position. The selector switch or control shall be located at the operator`s position. The controls shall be fitted with a Neutral Safety Switch so that the engine cannot be started with the transmission/thruster engaged. The control shall have positive indication of the neutral position.`
6. Propeller	Proposed to be 2 unless the Supplier has a more suitable solution which improves the speed, maneuverability, and the other performance requirements
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	
7. Propeller protection	Propeller to be case-protected
Can the Supplier comply?	
8. Generator	Genset must be in-board: the hydraulic crane, pumps, winches, and the electrical equipment on board for navigation and workshop must be able to run solely on the generator set without the need to run the main engines.
Supplier provides data	
9. Electrical standards	The Supplier should follow the specific and relevant Rules, Regulations and Standards for the selected Classification Society. The selected Society should have the relevant and appropriate Rules, Regulations and Standards for Inland Barges and Inland Navigation.
Can the Supplier comply?	
10. Electrical circuits	The barge shall be fitted with a 12 volt DC + 24 volt DC (starter) electrical system to suit shipboard operations and a 220 V AC shore power supply to suit shipboard requirement when secured alongside.
Can the Supplier comply?	
11. Cabling	All cables shall be secured with cable straps or run in cableways. All cables shall be protected from chaffing on any plate edges.
Can the Supplier comply?	
12. Alternator	The DC alternator shall be supplied with the main engine package suitable for an output to 14V and a rating of 80 amps. The alternator shall be suitable for charging shipboard batteries (starting and ship service) and running all electrical components.

	Noise suppression shall be incorporated to prevent interference with shipboard electronics. Alternator shall be easily removable to facilitate renewal of belts and for maintenance purposes.
Can the Supplier comply?	
13. Batteries	The barge shall be fitted with a dual battery / dual battery Isolation selector switch configuration. One battery shall be for engine starting (2 sets of 24 V) and the other shall be for operating auxiliary equipment. The battery selector / isolation switch shall allow for either battery to perform either operation. Battery charger. An ammeter shall be installed in the deckhouse. Battery condition gauge(s) shall be fitted in the deckhouse.
Can the Supplier comply?	
14. DC distribution panel	The Supplier shall supply and install one 12 VDC distribution panel to provide the following 12 VDC services: Each circuit shall be provided with a breaker to suit the required current rating plus the panel shall have a main breaker. Separate circuits must include: 1. Two window wipers and windshield wash systems 2. Two outside deck lights. 3. Electric bilge pump No. 1 and Electric bilge pump No. 2 4. Navigation lights - One interior deckhouse light, one compass light, Port Navigation Light, Starboard Navigation Light, Masthead Light, Stern Light. One searchlight. 5. Navigational equipment: One VHF radio, One depth sounder, One differential GPS, One horn 6. Two lights in engine room 7. One 12 VDC Auxiliary socket - mounted in deckhouse. 8. Electro-mechanical clutch for deck winches. 9. One spare circuit. The Supplier shall supply and install all the wiring and fittings for each circuit. Electrical components shall be robust and have recognized marine standard and supply. Deck, bulkhead and deck head penetrations and cable transits shall be via watertight glands.
Can the Supplier comply?	
Show your compliance by cross referencing to supplied documents, drawings or certificates	
Not complied? Deviation?	

4	
1. Spare parts for the main engine(s)	should include most essential spare parts e.g. bearings, valves, pistons, rings, V-belts, impellers, fuel filters, injectors and head gasket, packings, etc.)

Can the Supplier comply?	
Give an overview of the spare parts you will supply	
2. Spare parts for the steering gear	should include most essential spare parts e.g. seals, bearings, cylinders, pistons, O-rings, gaskets, solenoid valves, etc
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
3. Spare parts for the bridge navigation console and steering gear/propulsion console	should include most essential spare parts e.g. meters, alarms, indicators, required integrated components,
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
4. Spare parts for all the winches	should include most essential spare parts e.g. brakes, disc, solenoid valves, bearings, lines
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
5. Spare parts for the hydraulic crane	should include most essential spare parts e.g. spare steel cable, pumps, solenoid valves, bearings, rings, gaskets,
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
6. Spare parts for the hydraulic system and lines	should include most essential spare parts e.g. connections, manometers
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
7. Spare roller bearings for the cargo rollers	should include most essential spare parts e.g. bearings
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
8. Spare parts for the generator	should include most essential spare parts e.g. bearings, valves, pistons, rings, V-belts, impellers, fuel filters, injectors and head gasket, packings,
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
9. Spare parts for the pumps (bilges, tanks, etc.)	should include most essential spare parts e.g. valves, pistons, rings, gasket, packings
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
10. Spare parts for the navigation equipment	should include most essential spare parts e.g. most critical parts for the navigation lights, bulbs, etc.
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
11. Spare parts for the electrical components	should include most essential spare parts e.g. switch boards, fuses, breakers, power transformers, conductors, alarm systems
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
12. Spare parts for the Safety and Fire-fighting	should include most essential spare parts e.g. flares, life

Equipment	jackets, nozzles, extinguishers, spare hoses
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
13. Spare parts for the jet pressure pump	should include most essential spare parts e.g. hose connections, pressure hose, bearings, rings, gaskets, connections, impellers
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
14. Spare parts for the radar and echosounder	should include most essential spare parts e.g. sensor, transducer, fuses
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
15. Spare primer paint and deck paint	Spare primer paint and deck paint to maintain for 2 years
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
16. Spare propellers – 2	2 sets
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
17. Spare hydraulic oil	Spare hydraulic oil to cover a period of 2 years
Can the Supplier comply?	
Give an overview of the spare parts you will supply	
18. Spare lubricants	Spare lubricant oil to cover a period of 2 years
Can the Supplier comply?	
Give an overview of the spare parts you will supply	

RS 1. DELIVERY, TRAINING AND TECHNICAL ASSISTANCE

DELIVERY

It is expected that the vessel is designed, constructed and delivered within a period of between 240 and 300 days after signing the contract.

Prior to shipping, the barge is to be cleaned, appropriately protected and covered in accordance with the instructions specified in this section.

- Compartments, bilges, decks and machinery spaces throughout the barge must be thoroughly cleaned of all dirt and residue prior to the acceptance of barge.
- The barge must be handed over at delivery address with all fuel, hydraulic oil, lube oil, and systems full and in operating order.
- Prior to or at the time of acceptance of the barge, the Supplier must supply the Purchaser with all documents, drawings, manuals, certification and papers pertaining to the barge as required in this specification.
- Delivery of the barge is CIP Yangon. The Supplier's bid must include all the costs for transport, and if required unloading at destination.

TRAINING AND TECHNICAL ASSISTANCE

Training and Technical Assistance by 3 experts of the Supplier estimated at 1 month each, or by or by a team of experts who have the technical qualifications and expertise listed below, for a total of 3 person/months. The services are to be executed within two months after delivery of the Goods to the Final Destination (Project Site), and will include training on:

- a) the vessel components, and their maintenance requirements
 1. The hull and superstructure;
 2. The working deck and working area;
 3. Crane and winches;
 4. Arrangements for buoy and chain lift-on, lift-off handling and storing, including crane and winch layout and ranges;
 5. Arrangements when the vessel is used as emergency ferry
 6. Arrangements when the vessel is used as fire-fighter, including positions of heavy-duty fire-fighting equipment
 7. All tanks (fuel, water, ballast, waste, hydraulic oil), bilges, cofferdams and empty spaces including the pumps and pipes
 8. Bridge and chartroom
 9. Accommodation
 10. Galley
 11. Mooring arrangements (eyes, bollards, etc.)
 12. Cargo (buoys) and deck openings, railing drawings, rollers.
 13. General Arrangements and Electrical/Electronic Space Arrangements;
 14. Engine room – if under deck, or engine arrangements – if on deck
 15. Arrangements of Machinery Spaces, Generator and Pump Rooms;
 16. All Machinery and Hull Piping System Diagrams and Arrangements;

17. life saving and fire extinguishing equipment and muster stations
 18. Ventilation, and Air Conditioning;
- b) Training on the ship's manoeuvrability:
1. Rate of Turn/swing for turning/rotating 360 degrees within its own length;
 2. Man-over board procedure;
 3. Mooring;
 4. Use of dual engines;
 5. Short stopping;
 6. Stern manoeuvres.
- c) Training on the ship's safety equipment
1. The quantity and quality of all life-saving and safety equipment in conformity with the Class.
- d) Training on the cargo handling, and mooring:
1. The buoy hydraulic handling crane;
 2. The central winch for hoisting the chains and anchors of the buoy moorings through the opening at the stem. The central winch should be able to heave in the chain and anchor of the buoys. Use of front rollers and deck pad-eyes to facilitate buoy and stone deployment, stowage and recovery;
 3. Use of the anchors;
 4. Use of the bollards for towing;
 5. Use of the mooring equipment;
- e) Training on propulsion, generator and hydraulic arrangements, and maintenance requirements:
1. Main engines and propulsion, and steering/engine control and monitoring from the wheel house;
 2. Techniques of the propeller(s), and how to change a Propeller;
 3. Operational use of the Generator to run all the equipment, pumps, winches, cargo handling;
 4. Operational use of the DC alternator. The alternator shall be easily removable to facilitate renewal of belts and for maintenance purposes.
 5. Operational use of the dual battery / dual battery Isolation selector switch configuration. One battery shall be for engine starting (2 sets of 24 V) and the other shall be for operating auxiliary equipment.
 6. Understanding of the DC distribution panel;
 7. Operational use of the hydraulics system;
 8. Operational use of the fire-fighting canons.
- f) Training on the navigation and engine equipment, and maintenance requirements:
1. Electric bilge pumps;
 2. Navigation lights;
 3. Console for the engine controls, steering etc. must be installed
 4. Single Beam Echosounder (200 Khz)
 5. Radar

6. VHF Radio with antenna
7. GPS with chart reader
8. Navigational equipment: One VHF radio, One depth sounder, One differential GPS;
9. Operational use of lightweight gangway;

The Supplier will train 12 DWIR Officers.

The experts or the team of experts should have the technical qualifications and expertise listed below. Total is 1 month per expert or 3 person/months in total if a Team of more or less is selected provided the full team expertise is equal or more than the expertise required below.

The Supplier must demonstrate that it will have the personnel for the key positions that meet the following requirements:

Expert No.	Position and work experience
1	<p>To carry out the above services, including training a highly qualified Engineer/Technician, specialized in Training. The following indicates what qualifications are expected from the expert who has at least 10 years of proven experience in the following fields:</p> <ol style="list-style-type: none"> 1. Propulsion, Machinery Spaces, Generator and Pump Rooms; 2. All Machinery and Hull Piping System Diagrams and Arrangements; 3. Ventilation, and Air Conditioning; 4. Main engines and propulsion, and steering/engine control and monitoring from the wheel house; 5. General Arrangements and Electrical/Electronic Space Arrangements; 6. Generators; 7. Alternator; 8. Hydraulics system; <ol style="list-style-type: none"> 1. Fire fighting systems and techniques; 1. Console for the engine controls, steering; 2. Maintenance of all machinery and hydraulics.

Expert No.	Position and work experience
2	<p>To carry out the above services, including training a highly qualified Ship-Building Engineer with high background in operational and navigational use of ships, specialized in Training. The following indicates what qualifications are expected from the expert who has at least 10 years of proven experience in the following fields:</p>

	<ol style="list-style-type: none"> 1. Arrangements for buoy and chain lift-on, lift-off handling and storing, including crane and winch layout and ranges; 2. Arrangements when the vessel is used as emergency ferry and fire-fighter; 3. Explanation of all tanks (fuel, water, ballast, waste, hydraulic oil), bilges, cofferdams and empty spaces including the pumps and pipes 4. Mooring arrangements (eyes, bollards, etc.) 5. All Machinery and Hull Piping System Diagrams and Arrangements; 6. Ship's manoeuverability; 7. Use of the anchors; bollards and mooring equipment; 8. Accommodation and galley arrangements 9. Cargo (buoys) and deck openings, railing drawings, rollers. 10. Training on the ship's manoeuverability:
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Expert No.	Position and work experience
3	<p>To carry out the above services, including training a highly qualified Navigation Equipment and Safety Specialist, specialized in Training. The following indicates what qualifications are expected from the expert who has at least 10 years of proven experience in the following fields:</p> <ol style="list-style-type: none"> 1. life saving and fire extinguishing equipment and muster stations in line with the "Inland Waterways – Non-Passenger Vessels: Applicable Safety Standards for Vessels Operating Solely on Inland Waterways in the United Kingdom" ; 2. Bridge equipment; 3. Single Beam Echosounder (200 Khz) 4. Radar 5. VHF Radio with antenna 6. GPS with chart reader 7. Navigational equipment: One VHF radio, One depth sounder, One differential GPS; 8. Operational use of lightweight gangway; 9. Console for the engine controls, steering etc.

RS 2. VERIFICATION, INSPECTIONS, TESTS AND CERTIFICATION BY THE CLASSIFICATION SOCIETY

The barge is to be designed, constructed and fitted based on the standards (called Class Rules) of the selected International Classification Society, which has to be a member of IACS. The relevant and appropriate standards **for Inland Barges and Inland Navigation** automatically apply. There will be no statutory Class services and inspections after the delivery.

The Classification Society will be selected as follows: the Supplier will provide the names of 3 Classification Societies which he prefers to work with and which are Member of the International Association of Classification Society (IACS). The Purchaser will then select one Classification Society among the proposed three. The Classification Surveyor is a representative agent from the selected Classification Society (CS), the responsibilities of the CS are described in 5. Inspections, Tests and Certification, and in GCC 26.1. The selected Classification Society is expected to undertake the following services required for, the classification process:

- a) A technical review of the design plans and related documents for a new vessel to verify compliance with the applicable Rules;
- b) Attendance at the construction of the vessel in the shipyard by a Classification Society Surveyor to verify that the vessel is constructed in accordance with the approved design plans and Class Rules;
- c) Attendance by a Classification Society Surveyor at the relevant production facilities that provide key components such as the steel, engine, generators and castings to verify that the component conforms to the applicable Rule requirements;
- d) Attendance by a Classification Society Surveyor at the sea (river) trials and other trials relating to the vessel and its equipment prior to delivery to verify conformance with the applicable Rule requirements and requested performance; and
- e) Upon satisfactory completion of the above, the Purchaser's request for the issuance of a Class Certificate will be considered by the relevant Classification Society and, if deemed satisfactory, the assignment of class may be approved and a certificate of classification issued.

During the Detailed Design Stage the Supplier shall outline the inspection and testing plan that the Supplier will use to verify, test and inspect all the various components, systems and the complete barge and agree with the Purchaser and the Classification society.

During the construction, the Supplier will inform the status of the construction to the Classification Society and to the Purchaser, and will notify the Class and the Purchaser at least 4 weeks prior to planned inspections and river trials.

The detailed List of the Tests and Inspections is given under 5. Tests, Inspections and Certifications and can be summarized as follows:

- 1) Tests in general according to the Rules of the International Classification Society for Inland Waterway Barges
- 2) River Trials
- 3) Trial Instrumentation
- 4) Speed trials
- 5) Endurance Trial
- 6) Endurance at Full speed Test
- 7) Astern Propulsion Test
- 8) Steering Tests
- 9) Cargo Stability Test
- 10) Trim Test
- 11) No List Test

The Supplier shall provide the Purchaser with the results of each test and/or inspection, and the Classification Society Certificate.

In case of requirement of rectifications, fine-tunings, calibrations or replacement of parts/components, those activities must be done at the shipyard. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection.

All expenses incident to the trials, tests, inspections, certification and inputs/auditing by the Classification Surveyor must be borne by the Supplier. There will only be one auditor for all types of verifications, Tests, Inspections and Certification: the Classification Society and its representative (Classification Society Surveyor. **All costs of the Classification Society are deemed to be included in the Contract Price as Related Services RS 2.**

4. Drawings, Calculations and Certifications

List of Drawings, Calculations and Certifications

Drawings, calculations and Certifications that have to be prepared by the Supplier under the DETAILED DESIGN and submitted to the Class and the Purchaser for review and approval are listed below:

Drawing/ Calculation Nr.	Drawing/Calculation/Certification Name, including instructions for the DETAILED DESIGN
	<p>Once the detailed design will start at least the following documents, plans and drawings will be required for approval by the PMU (following review by the Classification Society).</p> <p>During the Detailed Design Stage the Supplier shall outline the inspection and testing plan that the Supplier will use to verify, test and inspect all the various components, systems and the complete barge and agree with the Purchaser and the Classification society. The Supplier will inform the status of the construction to the Classification Society and to the Purchaser, and will notify the Class and the Purchaser at least 4 weeks prior to planned inspections and river trials. The Supplier will provide the full details and nomination of the CS Surveyor to the Purchaser at the time of contracting.</p> <p>The scales used for the drawings should be as given below unless otherwise agreed:</p> <p>DRAWING A Detailed Hull Structure Plans, including scantlings calculations, sheer strake, transverse frames, bulkhead, outer plating, inner plating, ballast tanks, bilge strake, longitudinal frames, garboard strakes, deck beams, etc. Printed drawing scale = 1/30 or larger;</p> <p>DRAWING A1 Overall layout and dimensions (side view, front view, stern view, top-view, underwater layout) Printed drawing scale = 1/30 or larger.</p> <p>CALCULATIONS A Stability calculations should show an overview of weights and centers of gravity for all vessel equipment and material, and in case of a full load of buoys and moorings. The calculations should show the trim scenarios in case of full buoy handling operations.</p> <p>DRAWING B Foundation Plans for Equipment weighing in excess of 50 kgs. Printed drawing scale = 1/30 or larger</p> <p>DRAWING C1, C2</p>

Detailed layout of (i) the working deck and working area – (ii) crane and winch position Printed drawing scale = 1/30 or larger.

DRAWING D

Detailed layout of the arrangements for buoy and chain lift-on, lift-off handling and storing, including crane and winch layout and ranges. Printed drawing scale = 1/30 or larger

DRAWING E

Detailed layout of the arrangements when the vessel is used as emergency ferry. Printed drawing scale = 1/30 or larger

DRAWING F

Detailed layout of the arrangements when the vessel is used as fire-fighter, including positions of heavy-duty fire-fighting Equipment. Printed drawing scale = 1/30 or larger

DRAWING G

Detailed layout of each of the tanks (fuel, water, ballast, waste, hydraulic oil), bilges, cofferdams and empty spaces including the pumps and pipes Printed drawing scale = 1/20 or larger

DRAWING H

Detailed drawings of the Engine room – if under deck, or engine arrangements – if on deck. Printed drawing scale = 1/20 or larger

DRAWING I

Detailed Bridge and chartroom layout. Printed drawing scale = 1/20 or larger

DRAWING J

Detailed Accommodation layout. Printed drawing scale = 1/20 or larger

DRAWING K

Detailed Galley layout. Printed drawing scale = 1/20 or larger

DRAWING L

Detailed enclosed working space layout. Printed drawing scale = 1/20 or larger

DRAWING M

Detailed Mooring arrangements (eyes, bollards, etc.)

DRAWING N

Detailed Cargo (buoys) and deck openings, railing drawings, rollers. Printed drawing scale = 1/10 or larger

CIRCUITS O

General Arrangements and Electrical/Electronic Space Arrangements;

DRAWING P

Arrangements of Machinery Spaces, Generator and Pump Rooms; Printed drawing scale = 1/20 or larger

CIRCUITS Q

All Machinery and Hull Piping System Diagrams and Arrangements;

DIAGRAM R

Diagram of life saving and fire extinguishing equipment and muster stations

DIAGRAM S

Ventilation, and Air Conditioning Diagrams and Arrangements, including Noise Reduction Report;

SPEED PREDICTIONS SIMULATION

The Supplier gives the hull and ship profile to a Research Center like MARIN in the Netherlands, Lloyds Register, or the Norwegian MarinTech, SINTEF or equivalent reputable research center who will carry out speed power predictions (speed vs. power). For the speed power prediction use will be made of the selected Research Center's prediction program DESP, which is based on statistical analysis of the ship models tested. Hull lines optimization will be done by means of our potential flow code RAPID. The price for these tests must be included in the Contract Price.

It is important that the drawings shall be made in a user-friendly software format so DWIR can read. All drawings must have at least four copies each at scale mentioned above or agreed otherwise.

Other documents required during implementation:

BUILDER'S PLATE

A Builder's Plate must be affixed to each asset in a readily visible location, e.g. for a barge, in way of the helm position, for a trailer on the left side of the tongue. The plate must contain the following information, permanently etched:

- National Asset Code;
- Naval Architect/Designer;
- Builder;
- Hull Number;
- Year of Construction;
- Lightship Weight in kilograms.

TECHNICAL PUBLICATIONS

Contractor must provide, upon delivery of the barge, complete sets of technical publications of a comprehensive owner/operator manual that provides a physical and functional description of the barge, its machinery and equipment, as well as delivery testing and river trial result documentation. The manuals must include but not be limited to sections: General Information, Technical Information, Spare Parts List, Shop and River trial Data, Stability Booklet and Acceptance Certificates.

The contractor is to provide copies of the technical publications as follows:

- one (1) complete hard copy and one (1) complete CD electronic copy set of technical publications per barge produced for the operator of the barge, to be delivered with the barge.
- one (1) complete hard copy and one (1) complete CD electronic copy set of technical publications per barge produced for the Technical Authority, to be delivered to the same address identified for invoices.

GENERAL INFORMATION SECTION

- The General Information Section must include a description of the arrangement and function of all structures, systems, fittings and accessories that comprise the barge, with illustrations as appropriate:
 - Operating procedures;
 - Basic operating characteristics (such as temperatures, pressures, flow rates)
 - Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step;
 - Recommended planned maintenance; and
 - Complete troubleshooting procedures.

TECHNICAL INFORMATION SECTION

The Supplier must supply three copies each of the following documents for the barge. The cost of these manuals was included in the bid.

- Engine Instruction Manual
- Transmission Instruction Manual
- Thruster Instruction Manual
- Hydraulic Winch Instruction Manual
- Navigation Equipment Manuals
- Electrical system Manuals
- These manuals must be the original manufacturer's manuals and must be contained in a binder. Each binder must contain a data page which lists all the pertinent data for the barge and components including but not limited to: Barge serial number: Barge particulars such as length, breadth: Engine model and serial number: Thruster model and serial number: Transmission model and serial number: Hydraulic pumps and clutches: Hydraulic Winch models and serial numbers: Navigation Equipment models and serial numbers (depth sounder, VHF radio, DGPS): Battery types; Battery charger model and serial number: Propeller model and serial number.

The binder must include a written description of the operation of the main systems such as: Engine operation (starting, stopping): Engine alarm signals: Hydraulic system operation including operation of any clutches, PTO's and alarms: Electrical system operation including description of shore power charging, single and dual battery operation and position of battery switches: Thruster Operation including a

description of the steering system mechanism and controls. Stern Roller operation, maintenance and removal procedure: Procedure for removal of engine room hatch: Procedure for removal of wooden decking: Engine room fire system description and operation: Bilge pumping system description and operation.

SPARE PARTS INVENTORY

The list must include the name, part number and serial number if applicable of the parts, items or components and must indicate the supplier (name, address, phone number, email address) of this part, equipment or component and in which part of the specification the item appears.

RIVER TRIAL DATA

Pre-trial shop Testing Check Sheets.

Completed River Trial results

STABILITY BOOKLET. The Supplier must produce a stability booklet for the completed barge.

5. Inspections, Tests and Certification

The following inspections and tests shall be performed:

List of Inspections, Tests and Certifications	
Inspection/ Test Nr.	<p><u>Explanations:</u></p> <p>The Inspections, Tests and Certification will all be conducted by the Classification Surveyor of the selected Classification Society during construction at or near the premises of the shipyard as part of the Implementation Phase.</p> <p>In case of requirement of rectifications, fine-tunings, calibrations or replacement of parts/components, those activities must be done at the shipyard.</p> <p>The barge needs to have a Classification Society Certification. The barge is thus to be designed, constructed and fitted based on the standards (called Class Rules) of the selected International Classification Society. The relevant and appropriate standards for Inland Barges and Inland Navigation automatically apply. There will be no statutory Class services and inspections after the delivery.</p> <p>The Classification Society will be selected as follows: the Bidder will provide the names of 3 Classification Societies which he prefers to work with and which are Member of the International Association of Classification Society (IACS). The Purchaser will then select one Classification Society. The Classification Surveyor will be a representative agent from the selected Classification Society</p> <p>Responsibility of the selected Classification Society will be:</p> <ol style="list-style-type: none"> 1. Conduct a technical review of the design plans and related documents for the new vessel to verify compliance with the applicable Classification Rules; 2. Inspection of the construction of the vessel in the shipyard to verify that the vessel is constructed in accordance with the approved design plans and Classification Rules, including inspection of components such as the steel, engine, generators and castings; 3. Conduct of the 'river' trials and other trials to check the required barge performance such as speed and maneuvering capabilities; 4. Upon satisfactory completion of the above, the final inspection that will lead to issuance of a Class Certificate

	<p>confirming that the vessel follows and is conform with all the standards, rules and regulations as required for such type of barge for Inland Waterways according the International Classification Society.</p> <p>All expenses incident to the services, trials, inspections, certification and inputs/auditing by the Classification Surveyor must be borne by the Supplier, including fuel and any other consumables, supplies, tools, equipment, etc. required for tests and inspections.</p>
1	<p>Tests in general according to the Rules of the International Classification Society for Inland Waterway Barges</p> <p>The Supplier will inform the status of the construction to the Classification Society and to the Purchaser, and will notify the Class and the Purchaser at least 4 weeks prior to planned inspections and river trials.</p> <p>During the Detailed Design Stage the Supplier shall outline the inspection and testing plan that the Supplier will use to verify, test and inspect all the various components, systems and the complete barge and agree with the Purchaser.</p> <p>For the purpose of the trials, Normal Loaded Condition must be considered to be the basic barge, fitted with all normal equipment, full fuel, with complement and loads per Barge Particulars.</p> <p>The Supplier must have all the items inspected and tested, which are required under the International Classification Society Rules Inland Waterway Barges of that tonnage¹³. The Classification Society delivers the Class Certificate when all the tests and inspections successfully completed.</p>
2	<p>Ship's performance test 1: River Trials</p> <p>The river trials must be conducted by the Supplier to demonstrate the barge machinery and its equipment conform to the requirements. A crew provided by the Supplier must operate the barge during trials.</p>
3	<p>Ship's performance test 2: Trial Instrumentation</p> <p>All Trial instrumentation and equipment must be furnished and operated by the Supplier. Trial instrumentation, where applicable, must not replace the barge's instruments (e.g., engine tachometer, pressure gauges, and thermometers). After satisfactory completion of the trials, all instrumentation must be removed and all systems restored to their original condition. The Supplier must provide two (2) copies of the calibration data certifying the accuracy of the instrumentation for the tests and include it in the technical publications</p>
4	<p>Ship's performance test 3: Speed Trials</p> <p>The speed trials must be done over a course at least one (1) nautical mile in length. Two (2) runs must be made over the course, one (1) in each direction with the speeds for the two (2) runs averaged. The use of GPS data (averaged) is</p>

¹³ These always include: - Weight and tonnage measurements, Construction Quality, Lifting Gear and winches, Propulsion Engines, including starting and ancillary systems, Propulsion Controls, Steering System, Fuel System, Electrical System, Electronics

	acceptable.
5	<p>Ship's performance test 4: Endurance Trial</p> <p>The barge must operate at maximum speed for a minimum of ten (10) minute intervals in the Fully Loaded Condition over one (1) hour period considering the break in procedures of the equipment. During the endurance trials, it must be demonstrated that all parts of the propulsion system are in full operation. All systems must be operated to check for proper lubrication, control and alignment. Fuel consumption must be recorded for the one-hour trial.</p>
6	<p>Ship's performance test 5: Endurance at Full speed Test</p> <p>The engine, transmission and thruster shall be operated at various speeds including full engine rpm for a period of 30 minutes to ensure that all components are operating within their parameters.</p>
7	<p>Ship's performance test 6: Astern Propulsion Test</p> <p>The barge must be operated and maneuvered using astern propulsion to establish the astern performance. During the backing performance tests the throttles must be set to provide 1/3 of the rated engine horsepower. In order to demonstrate astern performance of the engines in an emergency stop and to test the strength of the foundations, the engine must be subjected to two stops from full power ahead at maximum speed to dead in the water using reverse thrust. Time required to perform this trial must be recorded.</p>
8	<p>Ship's performance test 7: Steering Tests</p> <p>Tests must be conducted on the steering gear or rudderpropeller to demonstrate the adequacy of steering under all operations. Maneuvering tests must be performed to ensure that the barge meets the stated requirements. Maneuvering trials must be conducted in the Normal Load Condition and repeated in the Full Load Condition.</p>
9	<p>Ship's performance test 8: Cargo Stability Test</p> <p>The river trial shall include five lifts over the stern roller and onto the deck using a Supplier supplied anchor and five deployments of a 2000 kg weight</p>
10	<p>Ship's performance test 9: Trim Test</p> <p>The completed barge shall have sufficient aft buoyancy so that the stern doesn't submerge when lifting the 2000 kg weight. There shall be a minimum of 20 cm between the water level and the upper surface of the deck when lifting the load over the front roller.</p>
11	<p>Ship's performance test 10: No List Test</p> <p>When the barge is in the unloaded condition, the barge must float such that the propeller is fully submerged and the barge shall float upright with no Port or Starboard list.</p>

6. Warranties and Warranty Descriptions

The following warranties and descriptions of the warranty shall be submitted

Warranties and Warranty Descriptions			
Warranty Nr.	Warranty name	Warranty Validity	Policies and descriptions
WD 1	Hull and all equipment that form integral part of the barge	5 years from date of delivery	Supplier's or Manufacturer's warranty and support policies clearly described in a summary sheet. Include the exceptions of Warranty
WD 2	All operational equipment (such as engines, cranes, electrical equipment, hydraulics, fire and safety equipment, galley equipment, air-conditioners, etc.)	2 years from date of delivery	Supplier's or Manufacturer's warranty and support policies for each individual component such as engines, cranes, electrical equipment, hydraulics, fire and safety equipment, galley equipment, air-conditioners clearly described in a summary sheet. Include the exceptions of Warranty.
WD 3	Accessories	2 years from date of delivery	Supplier's or Manufacturer's warranty and support policies clearly described in a summary sheet. Include the exceptions of Warranty

PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of**
- 10.1 The Purchaser and the Supplier shall make every effort to

Disputes

resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards**22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board

and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30 Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's

notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect

any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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.¹⁴ 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;¹⁵;
 - (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;¹⁶
 - (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;¹⁷
 - (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;¹⁸

¹⁴ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁵ 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.

¹⁶ 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.

¹⁷ 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.

- (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 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,¹⁹ 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 nominated²⁰;

¹⁸ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

¹⁹ 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.

²⁰ 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.

- (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.”
- .

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Myanmar
GCC 1.1(j)	The Purchaser is: : Ministry of Transport and Communications (MoTC), Directorate of Water Resources and Improvement of River Systems (DWIR), AIRBM Project, Project Management Unit (PMU)
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>Yangon Port, DWIR Site</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 5.1	The language shall be: English
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Mr. Aung Myo Khaing, Component 3 Director</p> <p>Street Address: No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Pazuntaung Township</p> <p>Floor/ Room number: PMU Office Building, first floor</p> <p>City: <i>Yangon</i></p> <p>ZIP Code (Postal Code): <i>11171</i></p> <p>Country: <i>Myanmar</i></p> <p>Telephone: +95 0973189261</p> <p>Facsimile number: <i>N/A</i></p> <p>Electronic mail address: component3director@gmail.com with a copy to dwir.airbm@gmail.com; geerinck@gmail.com</p>
GCC 9.1	The governing law shall be the law of: <i>Myanmar</i>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>[“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s</p>

	<p>country.”]</p> <p>(a) Contract with foreign Supplier:</p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) Contracts with Supplier national of the Purchaser’s country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> a) Manufacturer’s or Authorized Dealer’s warranty certificate b) Certificate of Origin c) Insurance certificate; d) Commercial invoice showing description, quantity, unit price and total amount, and invoices of major items and components (engines, equipment, etc.); e) Commercial invoice showing description, quantity, unit price and total amount, of the spare parts; f) Manufacturer’s or Supplier’s warranty certificates for all components; g) Inspection certificates issued by the independent inspection agency of the major components; h) Packing list identifying contents of each package; and i) Any other document may be required by the Purchaser for custom clearances or for obtaining permission to import the Goods. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of each installment will be paid through a telegraphic transfer in favor of the Supplier in its designated account. All bank</p>

charges will be borne by the Supplier

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the currency(ies) of the Contract as follows: [*currency of the Contract Price*] in the following manner:

- (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and accepted by the Purchaser in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (iii) **On Shipment:** forty (40) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.
- (iv) **On Acceptance:** forty (40) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and completion of Related Services and all the other contracted Services including training, upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion, if any, shall be made in *MMK* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in the currency(ies) of the Contract as follows: [*currency*], as follows:

- (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** forty (40) percent of the Contract Price shall be

	<p>paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining Forty (40) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 56 days.</p> <p>The interest rate that shall be applied is 0.015 % per day for foreign currency and 0.04% per day for local currency.</p>
GCC 18.1	<p>A Performance Security <i>shall be required</i></p> <p>The amount of the Performance Security shall be 10% of the Contract Price.</p> <p>The amount of the Performance Security shall be reduced to 5% of the Contract Price after completion of delivery and issuance of Acceptance Certificate, and shall be released after the Supplier has fulfilled its obligations satisfactorily during the warranty period.</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of : an unconditional Bank Guarantee acceptable to the Purchaser.</p> <p>If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place:</p> <ul style="list-style-type: none"> - Half of the Performance Security shall be discharged not later than 28 days following the delivery of the goods, performance of incidental services and Related Services; and - The remaining half of the Performance Security shall be discharged not later than 28 days following the first two years of Guarantee Period provided that the Supplier fulfills all the warranty obligations.

<p>GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be as follows:</p> <p><u>A/ In the case the barge is transported on deck of a seagoing vessel</u></p> <ol style="list-style-type: none"> 1) The barge will need to be loaded onto a cradle and will need to leave sufficient space between hull of the barge and the deck of the seagoing vessel to keep the propeller blades free from touching the deck; 2) The cranes will need to be lowered on deck of the barge and lashed on deck so that it cannot move; 3) All radar antennas, radio antennas and exhaust systems will need to be lowered and secured; 4) all accommodation and bridge windows need to be protected from seasprays and waves; 5) All loose elements need to be lashed seaworthy; 6) All fuel, ballast and fresh water tanks need to be emptied; 7) All vents to be opened to regulate the pressure but kept free from sprays; 8) All spare parts are inventorized, categorized, marked and boxed properly in a separate room which is locked throughout the passage; 9) The cradle must be placed as far as possible aft on the seagoing vessel to keep away from bow waves; 10) All other lashings required to make the barge and contents seaworthy. <p><u>B/ In the case the barge is being transported by its own means</u></p> <ol style="list-style-type: none"> 1) The cranes will need to be lowered on deck of the barge and lashed on deck so that it cannot move; 2) All loose elements need to be lashed seaworthy; 3) All spare parts are inventorized, categorized, marked and boxed properly in a separate room which is locked throughout the passage; 4) All other lashings required to make the barge and contents seaworthy <p><u>C/ In the case the barge is built in the Greater Yangon Area</u></p> <ol style="list-style-type: none"> 1) All spare parts are inventorized, categorized, marked and boxed properly in a separate room which is locked;
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GCC 24.1	<p>The insurance coverage shall be as specified as follows.</p> <p>The Supplier is required to insure goods for not less than 110% of their value for a coverage of ‘All Risk including War Risk and Strike’ insurance. The policy should be in the same currency of contract.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>The Supplier is required under the Contract to transport the Goods to the specified place of final destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, loading/unloading as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The Goods manufactured in Myanmar or Manufactured outside but already imported shall be delivered to the Project Site as explained above.</p> <p>The Goods or separate components manufactured outside Myanmar and to be imported shall be shipped to Yangon Port (Place of Destination) as CIP. Following custom clearance by the Supplier but professionally assisted by Purchaser, the Supplier shall deliver the Goods to the Final Destination (Project Site), as explained above and assisted by a Clearing Agent hired by the Supplier.</p> <p>The Purchaser will guide the Supplier in what the documentation should be for Custom clearance before the goods leave the construction site. The Purchaser will then liaise with the Clearing Agent on how to import all the goods without tax because the Purchaser has Tax Exemption Status. The Purchaser will deliver all the Tax Exempt documents well ahead in time to the Supplier. If required the Purchaser will go to the Customs and explain the process so that no delays are occurring during import of the barge and goods.</p> <p>Insurance and storage, loading/unloading and any other incidental services as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The Purchaser will be in-charge in obtaining exemption from custom-duties, and provide assistance in the discussions with the Customs Department.</p> <p>The Purchaser has obtained an exemption for the Consultant from payment of Income Tax on fees to consultants and Import Duties for any goods procured for the Project in the Client’s country as per the Order Letter No. 14/168/AaPhaYa (6/2016), dated 7 July 2016 and Issued by the Cabinet of the Government of Union of Myanmar</p>

GCC 25.2	<p>Incidental services to be provided are: the incidental and training services as described and implied in Section VII Schedule of Requirements, and shall be included in the Contract Price.</p> <p>The Supplier is required to provide following additional services:</p> <ul style="list-style-type: none"> (a) the Supplier will be responsible for all the payments to be made to the selected Classification Society for the services attributed to the Classification Society. (b) All the services, supplies, facilities, tools, consumables needed for conducting the tests and inspections stipulated in the contract or required by the Classification Society will deemed to be included in the Contract Price.
GCC 26.1	<p>All expenses incident to the trials, tests, inspections, certification and inputs/auditing by the Classification Surveyor must be borne by the Supplier. There will only be one auditor for all types of Tests and Inspections: the Classification Society and its representative (Classification Society Surveyor).</p>
GCC 26.2	<p>The Inspections, Tests and Certification will all be conducted by the Classification Surveyor of the selected Classification Society during construction at or near the premises of the shipyard as part of the Implementation Phase.</p>
GCC 26.4	<p>During the Detailed Design Stage the Supplier shall outline the inspection and testing plan that the Supplier will use to verify, test and inspect all the various components, systems and the complete barge and agree with the Purchaser and the Classification society.</p> <p>During the construction, the Supplier will inform the status of the construction to the Classification Society and to the Purchaser, and will notify the Class and the Purchaser at least 4 weeks prior to planned inspections and river trials.</p>
GCC 26.6	<p>The Supplier shall provide the Purchaser with the results of each test and/or inspection, and the Classification Society Certificate.</p>
GCC 27.1	<p>The liquidated damage shall be: 0.1% per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10%</p>

GCC 28.3	<p>The period of validity of the Warranty shall be:</p> <p>Hull and all equipment that form an integral part of the barge: 5 years from date of delivery (responsibility of the Supplier)</p> <p>All operational equipment (such as engines, electrical equipment, hydraulics, fire and safety equipment, galley equipment, air-conditioners, etc.) : 2 years from date of delivery (responsibility of the Supplier or the Manufacturer)</p> <p>Accessories: 2 years from date of delivery (responsibility of the Supplier or the Manufacturer)</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Yangon Port, DWIR Jetty in front of the DWIR Compound, Ministry of Transport and Communications 400 Lower Pazunta, Yangon, Myanmar</p> <p>The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p>
GCC 28.5	<p>The period for repair or replacement shall be: 14 days for engine parts, 30 days for major deck-fixed parts</p>

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), of the one part, and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part :*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)

- (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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 hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Bank Guarantee

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

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

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Invitation for Bids

COUNTRY: MYANMAR

NAME OF PROJECT: Ayeyarwady Integrated River Basin Management (AIRBM) Project

Credit No.: IDA 55590

Contract Title: Multifunctional Buoy Handling Vessel

Reference No. (as per Procurement Plan): G3.4

1. The Republic of the Union of Myanmar has received financing from the World Bank toward the cost of the Ayeyarwady Integrated River Basin Management (AIRBM) Project, and intends to apply part of the proceeds toward payments under the contract for Multifunctional Buoy Handling Vessel.

2. The AIRBM Project, Project Management Unit (PMU), Directorate of Water Resources and Improvement of River Systems (DWIR), Ministry of Transport and Communications (MoTC) now invites sealed bids from eligible bidders for manufacturing and delivery of a Multifunctional Buoy Handling Vessel.

3. Function and use of boat:

Main function: to maintain, replace and reposition navigational buoys. Buoy tending operations on the Ayeyarwady River.

Secondary functions: fire-fighting and rescue operations, emergency towing of small barges, emergency ferry.

4. The Bidders shall furnish documentary evidence to demonstrate that they meet the following experience and technical capacity requirements:

- (i) The Bidder is a Corporate Member(s) of a Shipbuilders & Ship Repairers Association for more than 5 years.
- (ii) The Bidder is ISO9001:2008 certified company at least for the last 3 years.
- (iii) The Bidder has built at least 5 barges of more than 20m long, of which at least 3 barges had to be with hydraulic cranes, lines and equipment and engines similar to the engines required for the vessel under this bid. Over the last 10 years at least 3 of the barges must have obtained Class Certificates issued by an International Association Classification Society (IACS) member or equivalent.

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization, the Manufacturer shall demonstrate the above

qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least 4 contracts of similar goods within the last 10 years.

In addition, the Bidders are required to have certain financial capacity as further detailed in the bidding documents.

The Vessel will be delivered to Yangon Port – DWIR site and the estimated delivery time of the Multifunctional Buoy Handling Vessel is 240-300 days.

More details are in the bidding documents.

No margin of preference is applicable.

5. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* dated January 2011 (revised July 2014) ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.

6. Interested eligible bidders may obtain further information from

Mr. Aung Myo Khaing, Component 3 Director

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

Electronic mail address: component3director@gmail.com with copies to geerinck@gmail.com, eikyipyarsoe@gmail.com; aungminaung1977@gmail.com

and inspect the bidding documents during office hours 0900 to 1600 hours at the address given above.

7. A complete set of bidding documents in English may be obtained free-of-charge by interested eligible bidders upon the submission of a written application to the address below. PDF copy of the Bidding Documents will be issued through e-mail only.

8. Bids must be delivered to the address below on or before 14:00, *July 25, 2017*. Electronic bidding will *not* be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below at 14:00 on *July 25, 2017*.

9. All bids must be accompanied by a *Bid-Securing Declaration*.

10. The address referred to above is:

PMU Office (Building 7)

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

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