SHOPPING DOCUMENT
For
S2.2- Topographic Survey Services to Support Flow Survey

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

IDA Credit No.: 5559-MM

Contract Name: Topographic Survey Services to Support Flow Survey

Reference Number: S2.2

Date of Issue: July 3, 2017
INVITATION TO QUOTE

MINISTRY OF TRANSPORT AND COMMUNICATIONS

DIRECTORATE OF WATER RESOURCES AND IMPROVEMENT OF RIVER SYSTEMS (DWIR)
AYEYARWADY INTEGRATED RIVER BASIN MANAGEMENT (AIRBM) PROJECT

PROJECT MANAGEMENT UNIT

Wishes to purchase:
Topographic Survey Services to Support Flow Survey

1. The survey services (non-consultancy services) are required to be completed by 12 weeks from the date of contract.

2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-charge from the address given below.

3. To be considered eligible and qualified a firm must
   a) Have at least 5 year experience in both topographic and hydrographic surveys, operating in Myanmar or in the region with some experience of delivering projects in Myanmar.
   b) Have project experience in acquisition of stereo satellite imagery from high resolution satellite, aerial photography from aircraft or drones, application of GIS, AutoCAD and manipulation of survey data similar to the outputs required in Section 4. Description of the Services.
   c) Have a survey team with minimum qualification as stipulated in Section 4. Description of the Services.
   d) Be a registered company in Myanmar or abroad.
   e) Not be under any notice of disbarment issued by the Government, or the World Bank.

4. Bids must be delivered to the address given below at or before 14:00 pm on 4th August 2017. Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend.

5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents, **any bid not accompanied by one will be rejected as non-compliant**

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

Ms. Ei Kyipyar Soe or Mr. Aung Min, National Procurement Officer, AIRBM Project, PMU Office,

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

Telephone: +95 0973189261; +95 095058307

E-mail: eikyipyarsoe@gmail.com; aungminaung1977@gmail.com

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

Dr. Lai Lai Aung, Component 2 Director
AIRBM Project, PMU Office,

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

Telephone: +95 09962642870

E-mail: lailaiaungdmh@gmail.com

and

to -

dwir.airbm@gmail.com; geerinck@gmail.com

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

Ms. Ei Kyipyar Soe or Mr. Aung Min, National Procurement Officers
AIRBM Project, PMU Office,

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

10. The Government of Myanmar and/or the World Bank will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract financed by the Government of Myanmar and/or the World Bank respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract. Please refer to Attachment 1 ‘The Bank’s Policy on Fraud and Corruption.'
SECTION 1. INSTRUCTIONS TO BIDDERS

1. **Goods (non-consultancy services):** DWIR, AIRBM Project, Project Management Unit (PMU), as the Purchaser, invites bids for the supply of **Topographic Survey Firm to Support Flow Survey - Local topographic survey services to support river hydraulic modelling for rating reviews and flood hazard mapping on the Chindwin** as described in the Conditions of Contract (CC). The successful bidder will be expected to deliver the non-consultancy services (the Services) within the time allowed under the Conditions of Contract.

2. Government of Myanmar has received funding from the World Bank towards the cost of the Ayeyarwady Integrated River Basin Management (AIRBM) Project. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which these Bidding Documents are issued. No payment shall be made to persons or entities for any import of goods, if such payment or import is prohibited by a decision of the United Nation’s Security Council, taken under chapter VII of the Charter of the United Nation.

3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
   
   a) Have at least 5 year experience in both topographic and hydrographic surveys, operating in Myanmar or in the region with some experience of delivering projects in Myanmar.
   
   b) Have project experience in acquisition of stereo satellite imagery from high resolution satellite aerial photography from aircraft or drones, application of GIS, AutoCAD and manipulation of survey data similar to the outputs required in Section 4. Description of the Services.
   
   c) Have a survey team with minimum qualification as stipulated in Section 4. Description of the Services.
   
   d) Be a registered company in Myanmar or abroad.
   
   e) Not be under any notice of suspension or debarment issued by the Government, or the World Bank.

   The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.

4. **Fraud and Corruption.** The World Bank requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Government of Myanmar and the World Bank as details in Attachment 1 ‘World Bank Policy – Corruption and Fraudulent Practices’.

5. **Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

   - Invitation to Quote
   - SECTION 1. INSTRUCTIONS TO BIDDERS
   - SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF NON-CONSULTANCY SERVICES
6. **Documents Comprising the Bid**: The Bid submitted by the Bidder shall comprise the following documents:

- Form of Bid
- Price and Delivery Schedule
- Bid and Performance Securing Declaration
- Documentary evidence demonstrating that the Bidder satisfies the Eligibility and Qualification criteria and CVs of the proposed team

The bid shall also comprise information about the proposed methodology and a work program including delivery of the outputs and conducting the Services.

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

7. **Bid and Evaluation Criteria**:

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

The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

8. **Bid Prices**: Prices should be quoted in MMK for the Services delivered at the final destination (Project Site) specified in the Price and Delivery Schedule, inclusive of all costs such as transportation, insurance required for conveying the Services to the final destination. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.

9. **Validity of Bid**: The bid shall remain valid for the period of Ninety (90) calendar days counted from the deadline for submission of bids specified in Paragraph 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser’s request and the Bidder’s responses shall be made in writing or by email. A Bidder may refuse the request for extension of bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

10. **Language of the Bid**: All documents relating to the Bid and contract shall be in English language

11. **Preparation and Sealing of Bid**: The Bidder shall prepare one original of the documents comprising the Bid as described in Paragraph 6 of these Instructions, and clearly marked
“Original”. In addition, the Bidder shall also submit two copies which shall be clearly marked as “COPY”. In the event of discrepancy between them the original shall prevail. The original and the copy of the Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”. The inner and the outer envelopes shall be addressed to the Purchaser at the address provided in paragraph 9 the Invitation to Bid and shall provide a warning “DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING” as defined in paragraph 12 of these Instructions. The inner envelopes shall indicate the name and full address of the Bidder. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

12. Place and Deadline for Submission of Bids: The Bids shall be delivered to the Purchaser NOT LATER than 14:00 pm on 4th August 2017 at the address given in paragraph 9 of the Invitation to Quote. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

13. Bid and Performance Securing Declaration: The Bid and Performance Securing Declaration should be in accordance with the form included in SECTION 7 BID AND PERFORMANCE SECURING DECLARATION and shall be valid for the warranty period described in paragraph 7 of the Conditions of Contract. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the Government irrespective of the funding source for a period of two years from the date of the Purchaser’s execution of this Declaration unless, at a Bidder’s option, the Bidder pays to the Purchaser an administrative penalty of two percent (2%) of the total bid amount to the Purchaser. The Bid Securing and Performance Declaration will be executed:

   a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
   b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 17 of these Instructions.
   c) if the successful Bidder fails within the specified time to sign the Contract:
   d) if the successful bidder, once contracted commits a fundamental breach of contract leading to the Purchaser’s termination of the contract for reasons of the successful bidder’s default.

14. Modification and Withdrawal of Bids: No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.

15. Opening of Bids: The Purchaser will open the Bids in the presence of the bidders’ representatives and representatives of the project’s beneficiaries from the local community
who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders’ names, the Bid prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security or Bid Securing Declaration, and such other details as the Purchaser may consider appropriate, will be read out and recorded at the opening. The minutes shall be signed in original by all those present at the bid opening. Immediately upon conclusion of the bid opening proceedings, copies of the minutes shall be provided to the bidders and community representatives present at the bid opening. In addition, a copy of the minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Purchaser, and also sent to all those who obtained the bidding documents but were not present at the bid opening.

16. Process to be Confidential: All information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

17. Evaluation and Comparison of Bids: The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by making any correction for any arithmetic errors as follows:

   a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
   b. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

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

18. Purchaser’s Right to Accept Any Bids and to Reject any or all Bids: The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

19. Notification of Award and Signing of Contract: The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the Contract.

20. Debriefing. After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids rejection.

21. Complaints. A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the
evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed. Complaints shall be addressed to the Project Manager

Attn.: Mr. Win Hlaing, Project Director
AIRBM Project, PMU Office,
PMU Office, No.400, DWIR Compound, Building (7), Lower Pazuntaung Road, Postal Code 11171, Pazuntaung Township, Yangon, Myanmar
e-mail: dwir.airbm@gmail.com

The Project Manager will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 14 calendar days of receiving the complaint. In the event that the response from the Project Manager does not satisfy the bidder or there is no response to the complaint it should be referred to the Republic of the Union of Myanmar Federation of Chamber of Commerce and Industry (UMFCCI). In such case, a copy of the complaint should also be sent to the World Mr. Greg Browder, Task Team Leader, World Bank email: gbrowder@worldbank.org with a copy to Ms. Ana Nunez Sanchez, e-mail: anunezsanchez@worldbank.org.

22. Publication of Award. The Purchaser shall

a) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and

b) publish on the PMU or DWIR website, promptly at the end of each quarter, a notice informing the general public of the availability of contract awards summary and contract registers in the office of the Purchaser.
SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF NON-CONSULTANCY SERVICES

Article 1 General Provisions

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
   i. The Form of Contract,
   ii. the Conditions of Contract,
   iii. the Special Conditions of Contract
   iv. the Description of the Services
   v. the Form of Bid submitted by the Supplier,
   vi. the Price and Delivery Schedule,
   vii. the Purchaser’s Notification of Award together form the Contract

2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier

3. The law applicable to the Contract shall be that of Myanmar. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably shall be referred by either Party to the Chamber of Commerce for adjudication in accordance with the under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

Article 2 Purchaser’s and Supplier’s obligations

4. The Purchaser and the Contractor now agree as follows:
   • The Contract Price is ........................................................................................................ (insert amount in words and figures). This amount is for the full delivery of the goods and services listed in the Price and Delivery Schedule.
   • The Supplier shall supply: Local topographic survey services to support river hydraulic modelling for rating reviews and flood hazard mapping on the Chindwin on or before the delivery date and at the final destination (Project Site), as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Description of the Services. The Supplier shall be responsible for fully insuring the Services and the relevant outputs against loss or damage from “warehouse to warehouse” (final destination) on “All Risk basis”.

5. The Purchaser has the right to reduce the payment to the Supplier by 0.05% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, then after the Purchaser may terminate the contract.

6. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.

7. The Supplier guarantees that all the Services supplied will be according to the requirements of the Description of the Services and confirm that the newest technology will be used for the services and the data will be processed diligently with qualified staff, and the outputs represent the actual
conditions on the ground. Throughout the contract period the Supplier agrees to make good, at its own expense, any mistakes that appears during that time due to quality of services or workmanship.

**Article 3 Payment Provisions**

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

<table>
<thead>
<tr>
<th>Payment No</th>
<th>Description of Outputs</th>
<th>Payment upon acceptance/approval of the output</th>
</tr>
</thead>
</table>
| Payment 1  | 1. Method statement – a short document in English summarizing survey methods and the equipment that will be used  
2. Survey outputs – Ground Control Survey                                           | 20% of contract amount                         |
4. Survey outputs – Bathymetric Survey of river cross-sections. Digital cross-section data in HEC RAS format as shown in Annex 2  
5. Survey outputs – 50 cm GSD Digital Orthophoto Mosaic from High Resolution Satellite Imagery or Digital aerial photographs by drone system and image processing to geo-reference images. Digital data in ESRI GIS shape file format delivered on CD/data stick (2 copies) | 50% of contract amount                         |
| Payment 3  | 6. Survey outputs – Hard copy maps at scale 1:5000 (2 sets of maps) and hard copy cross-sections at a suitable scale, e.g. 1:1000 or 1:500 to fit on A0 plots or smaller plots.  
7. Survey outputs – Survey report including location and details of control stations and photos in the report, digital site photos, digital aerial photos (geo-referenced) and meta data. | 30% of contract amount                         |

9. Processing of payments will be as follows:

i. The purchaser will effect Payment 1 (20% of the Contract Value) within 30 days after the receipt of invoice, review and acceptance of the a) Method statement – a short document in English summarizing survey methods, and b) the equipment that will be used, and Survey outputs – Ground Control Survey

ii. The purchaser will effect Payment 2 (50% of the Contract Value) within 30 days after receipt of invoice, review and acceptance of the a) Survey outputs – Detailed Topographic Survey. Digital map data in Arc GIS (shape files), b) Survey outputs – Bathymetric Survey of river cross-sections. Digital cross-section data in HEC RAS format as shown in Annex 2 to the Description of the Services, and c) Survey outputs – Digital aerial photographs by drone system and image processing to geo-reference images. Digital data in ESRI GIS shape file format delivered on CD/data stick (2 copies)
iii. The purchaser will effect payment 3 (30% of the Contract Value) within 30 days after review and acceptance of the a) Survey outputs – Hard copy maps at scale 1:5000 (2 sets of maps) and hard copy cross-sections at a suitable scale, e.g. 1:1000 or 1:500 to fit on A0 plots or smaller plots, and b) Survey outputs – Survey report including location and details of control stations and photos in the report, digital site photos, digital aerial photos (geo-referenced) and meta data.

iv. In the event that after the expiry of 21 days after the delivery of the outputs and services, the Purchaser does not provide the Supplier with an acceptance certificate or issue comments, the Supplier shall submit its invoice in three copies signed as true and correct, and the Purchaser will effect payment within 30 days of submission.

10. Payment shall be made in MMK.

11. If any payment is delayed for more than 1 calendar month after the due date for Payment, the Purchaser will pay interest to the Supplier at the rate of 0.5% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.

12. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract’s value.

**Article 4 Fraud and Corruption**

13. The World Bank requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts according to the Attachment 1 ‘World Bank Policy – Corruption and Fraudulent Practices’
Article 5 Special Conditions

14. The Service Provider shall carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

15. Any delays in satellite data acquisition to get cloud free images or delays in field in order to complete fieldwork under the appropriate flow conditions will be agreed in advance with the Employer.

16. All plans, drawings, photos, reports and satellite data remain the property of the Employer. Therefore any third party satellite data purchased should be licensed to the Employer. The Service Provider may not re-sell these data or use for further projects without the permission of the Employer.

17. The Service Provider will provide adequate insurance for its own equipment as well as employer liability and professional liability insurance.

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

<table>
<thead>
<tr>
<th></th>
<th>Purchaser</th>
<th>Supplier</th>
</tr>
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<tbody>
<tr>
<td>Name</td>
<td>: --------------</td>
<td>Name</td>
</tr>
<tr>
<td>Position</td>
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<td>Position</td>
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<td>Date</td>
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<td>Date</td>
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</tbody>
</table>
World Bank Policy - Corrupt and Fraudulent Practices


“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. 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;

(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;

(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;

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

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

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

4 For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.
(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  

(v) "obstructive practice" is:

(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, including by publicly declaring

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

6 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a
such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.
## SECTION 3. PRICE AND DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Physical unit</th>
<th>Delivery Final Destination (Project Site)</th>
<th>Delivery Date from the date of Contract signing</th>
<th>Unit price per item delivered at Final Destination (Project Site)</th>
<th>Total price per item delivered at Final Destination (Project Site)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Method statement – a short document in English summarizing survey methods and the equipment that will be used</td>
<td>1</td>
<td></td>
<td>Report: Hard copy and soft copy</td>
<td>DMH</td>
<td>2 weeks</td>
<td>[to be filled by bidder]</td>
</tr>
<tr>
<td>2</td>
<td>Survey outputs – Ground Control Survey</td>
<td>40(area covered with ground control)</td>
<td>km2</td>
<td></td>
<td>DMH</td>
<td>8 weeks</td>
<td>[to be filled by bidder]</td>
</tr>
<tr>
<td>3</td>
<td>Survey outputs – Detailed Topographic Survey.</td>
<td>10 (area surveyed)</td>
<td>km2</td>
<td></td>
<td>DMH</td>
<td>10 weeks</td>
<td>[to be filled by bidder]</td>
</tr>
<tr>
<td>4</td>
<td>Survey outputs – Bathymetric survey of river cross-sections.</td>
<td>12</td>
<td>River cross-section lines</td>
<td></td>
<td>DMH</td>
<td>10 weeks</td>
<td>[to be filled by bidder]</td>
</tr>
<tr>
<td>5</td>
<td>Survey outputs – 50 cm GSD Digital Orthophoto Mosaic from High Resolution Satellite Imagery or Digital aerial photographs by drone system and Overlapping with outputs 2,3 and 4 (see Annex 1)</td>
<td>40 (area covered)</td>
<td>km2 (area covered)</td>
<td></td>
<td>DMH</td>
<td>12 weeks</td>
<td>[to be filled by bidder]</td>
</tr>
<tr>
<td></td>
<td>Survey outputs for items 2 -5 –</td>
<td></td>
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<td></td>
<td>Hard copy maps at scale 1:5000 (2 sets of maps) and hard copy cross-sections (output 5) at a suitable scale e.g. 1:1000 or 1:500 to fit on A0 plots or smaller plots.</td>
<td>2</td>
<td>Hard copy plots</td>
<td>DMH</td>
<td>12 weeks</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Survey outputs for items 2 -5 –</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Survey report including location and details of control stations and photos in the report, digital site photos, digital aerial photos (geo-referenced) and meta data.</td>
<td>2</td>
<td>Hard copy reports</td>
<td>DMH</td>
</tr>
</tbody>
</table>

**Total Bid Price**

In Words.................................................................................................................................

Authorized Signature of Bidder.................................................................................................

- Currency to be used is MMK. The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the Services up to final acceptance.

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.
SECTION 4. Description of the Services

S2.2 Topographic Survey Services to Support Flow Survey

Glossary of terms used in this Description of Services

ADCP Acoustic Doppler Current Profiler instrument used to estimate river depths, velocities and flow. DMH use ADCP for river flow survey work (Sontek M9)

CAD CAD is Computer Aided Design software for 2D and 3D design and drafting

Datum A zero starting point for levelling

GNSS Global Navigation Satellite Systems (GNSS) is the standard generic term for satellite navigation systems that provide geo-spatial positioning with global coverage

GIS Geographical Information System. DMH use ArcGIS

GPS A Global Positioning System using American satellites and often set to describe satellite positioning systems in general.

HEC-RAS Hydrologic Engineering Centres River Analysis System. Software that allows the performance of one-dimensional steady flow and unsteady flow.

MIKE11 DHI Hydraulic modelling software (similar to above)

PDF A file format that provides an electronic image of text and graphics that looks like a printed document and can be viewed, printed and electronically transmitted

RTK GPS Real-Time Kinematic GPS. The relative positioning technique whereby carrier phase measurements or corrections are transmitted in real-time from a Reference or Base Station to the users roving receiver

Total Station An instrument that measures horizontal and vertical angles and by laser slope distances to directed points, giving each a point number and a code if required. Several hundred points can be recorded a day.

1. OVERVIEW

The Department of Meteorology and Hydrology (DMH) is the National Meteorological Service and National Hydrological Service of Myanmar. It is part of the Ministry of Transport and Communications with a Head Office and Early Warning Centre based in Nay Pyi Taw and regional offices in Yangon and Mandalay.
DMH primary purpose is to provide the country’s public weather service including early warning of natural hazards (including seismic hazards) and ensuring the safety of transportation, sustainable development of the economy and international cooperation to support its objectives.

The current objectives of the DMH (http://www.dmh.gov.mm/)

- To take precautionary measures against and minimize the effects of natural disasters
- To promote safety, comfort, efficiency and regularity of air, land (rail & road), sea and inland water transportation.
- To bring sustainable development of natural resources (hydro electric power, forest produce, water use, wind energy, etc.)
- To promote agricultural and food production.
- To ensure efficient operation, planning and development of activities in natural defence, industry, health, social welfare and all sectors of national economy.
- To undertake international collaboration for all development activities and works of the DMH

River surveys are required by DMH for two purposes: (i) to extend rating curves (the relationship between water level and flow) and (ii) for flood hazard modelling to understand the areas at risk of flooding so that it can issue effective flood warnings linked to forecast water levels.

River surveys are the collection of geometrical and descriptive data that describes the watercourse. The data is generally used for computer modelling and usually presented as drawn long-section and cross-sections and text files of digital data that can be read directly into river modelling programs such as HEC-RAS or MIKE11.

DMH conduct flow surveys using ADCP equipment and echo sounders, which can provide water depths and river cross-section information. This TOR focuses on topographic survey to extend these river sections and to gather better information on water levels in the river floodplain. It also includes ground control survey, collection of additional river sections and background aerial photography or high resolution satellite images. Finally, it includes work to merge topographic survey and DMH ADCP data to a single digital format suitable for hydraulic modelling.

2. OBJECTIVES
The aim of this topographic and river survey is to provide data river cross sections and description of the floodplain for flood hazard mapping. The surveyor is required to provide data in a digital format that can be merged with river survey data and used for hydraulic modeling in software, such as HEC-RAS or MIKE11.

The selected area for the survey is Mawlaik Township on the Chindwin River in the upper Ayeyarwady river basin. The area for detailed topographic survey is approximately 10 km² and is focused on the community exposed to flooding on the right bank of the river and the lower lying southern end of the town (Annex 1). The area for survey by drones or by procuring high resolution satellite data is
overlapping and larger (at around 40 km²)\(^8\) and should include the river and floodplain immediately upstream and downstream of the township.

2. **SCOPE OF WORK**

The Surveyor is expected to provide ground control and a detailed topographic survey, including the following tasks:

- **i.** Gain agreement to access land and ensure they have all necessary government or local authority approvals, prior to the survey starting.
- **ii.** Set up survey control stations using GNSS and level in the flow measurement station (gauge board). The surveyor is required to set up a control network and take sufficient self-check and independent check observations to test his survey observations for gross errors.
- **iii.** Measure levels along sections on both sides of the river where flood water may flow in an extreme flood\(^9\) as instructed by the DMH flow survey team.
- **iv.** Measure sufficient spot levels in the floodplain to develop a digital elevation model (DEM). Vertical accuracy of the topographic survey should be to +/- 25 mm, proving more accurate levels than aerial photographs or images.
- **v.** Record the location and threshold levels on key buildings – schools, hospitals, government buildings, temples; to record other points of interest such as properties at risk of flooding.
- **vi.** Implement quality management procedures to ensure that the information and materials supplied are of high quality.
- **vii.** Provide photographs of the survey area, particularly any flood embankments, walls or key features or buildings located in the river floodplain, e.g. hospitals, schools, temples.
- **viii.** Provide a survey report, data in ESRI Arc GIS shape file format plus and maps at scale 1:2500 or 1:5000.

In addition, the surveyor should provide river cross-sections and provide aerial photographs using drones or by procuring high resolution stereo satellite images, suitable for Digital Elevation Model development. The sub-tasks include:

- Collection of 12 river cross-sections for local river modelling, spaced no further apart than 500 m apart in long section and at locations as directed by the DMH hydrological staff. In cross-section depths should be taken at frequent intervals to determine section shape and no further than 25 m apart.
- Aerial photographs or high resolution stereo satellite images geo-referenced to the ground control points and in a format that can be used in ArcGIS for flood plain mapping. The spatial extent of the aerial photos should include the 100 year flood risk areas of Mawlaik and extend to the north and south of the town. between northing coordinates: 23°41’45’’ N to 23°35’23’’N (See Annex 1).
- The vertical accuracy of ground levels based on photogrammetry should be +/- 0.5 m.

Features to be included in survey maps include:

- Roads, railways, tracks and footpaths and changes river bed material and land cover should be recorded (clay, silt, grass, cropland, scrub etc...)

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\(^8\) If some satellite vendors require a larger order, the supplier may submit it for larger area, but no payment will be made against the additional area.

\(^9\) DMH have completed some flood mapping using coarse satellite elevation models that indicate [100 year flood boundaries. These will be used along with satellite images that provide a good indication of river geomorphology and potential flood limits.\]
Building (plinth line) and structures, including:
- Bridges
- Weirs
- Sluice gates
- Level Recorders
- Water level gauge boards (include a photograph in survey report showing at which point the level was taken)
- Fishery groynes
- Outfalls: The presence of a flap valve will be indicated as a label.

Water-related features including:
- Top of banks of all water features and for embankments their height, length and dimensions.
- Water line at the time of survey (to be indicated by a solid line)
- Direction of flow of watercourses together with the average water level at the time of survey
- Beaches, mudbanks, reedbeds and any other features that affect the width of the channel.
- Bridge/culvert soffit levels will be surveyed and added as labels

Retaining walls and banks. Top and bottom of are to be surveyed and offset as necessary to avoiding crossing strings.

Spot heights shall be recorded along transect lines defined by DMH to align the topographic survey with river survey sections taken with ADCP instruments and echo sounders.

In addition the following locations except where the ground is obscured by vegetation or other obstructions:

i. at salient points such as tops of humps and bottoms of depressions;
ii. at water level at the time of survey along rivers and streams
iii. along the tops and bottoms of banks, embankments and cuttings. Any low points in raised banks shall be surveyed;
iv. along the centre lines of roads and tracks at significant changes of gradient
v. in open areas, an approximate grid of spot heights shall be recorded every 50 m
vi. in built-up and wooded areas, spot heights shall be recorded along roads and tracks
vii. additionally, sufficient height information shall be recorded to define the surface topography and to create a DTM and generate contours

Survey containing watercourses shall extend (where safe) approximately 1-2m into the watercourse from the water's edge.

Plan accuracy at 1:5000 scale should be to 0.50 m (root mean square error, r.m.s.e). Vertical accuracy is very important for floodplain surveys and should be to +/- 25 mm for the topographic survey work within the 10 km area for detailed survey. In the broader area covered by aerial photos or satellite images the vertical accuracy of levels must be +/- 500 mm.

DMH will provide:

i. A general letter of introduction explaining the purpose of the survey work, which can be shown to local authorities and land owners. (Provided at the beginning of the project, 1 month after contract signature)
ii. Any information that DMH staff have on local landowners that need to be contacted to arrange access. (Provided at the beginning of the project, 1 month after contract signature)

iii. DMH field staff shall walk the section of river to be surveyed with the surveyor and discuss the specific requirements of the topographic survey. (To be arranged for when the survey team is mobilised).

Summary of key tasks and deliverables:

<table>
<thead>
<tr>
<th>Tasks / Deliverables</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Method statement – a short document in English summarising survey methods and the equipment that will be used (1 hard copy, 1 soft copy)</td>
<td>2 weeks after contract signing</td>
</tr>
<tr>
<td>2. Survey outputs – Ground Control Survey of survey area of 40 km² as indicated in Annex 1 with outputs provided in ESRI GIS (shape file). Data provided by email and subsequently on CD with output 3 (2 copies).</td>
<td>8 weeks after starting or at an agreed date with DMH</td>
</tr>
<tr>
<td>3. Survey outputs – Detailed Topographic Survey of survey area of 10 km² for the centre of Mawlaik as indicated in Annex 1 Digital map data in Arc GIS format (shape files) with elevation attributes attached to map features (e.g. elevation points, contours etc...) Data provided on CD or data sticks (2 copies).</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4. Survey outputs – Bathymetric Survey of 12 river cross-sections, no further than 500 m apart in long section with cross-section depths at least every 25 m. Digital cross-section data in HEC RAS format as shown in Annex 2. Data provided on CD or data sticks (2 copies).</td>
<td>10 weeks</td>
</tr>
<tr>
<td>5. Survey outputs – Digital aerial photographs by drone system or stereo satellite data and image processing to geo-reference images for a survey area of 40 km². Digital data data in ESRI GIS shape file format delivered on CD/data stick (2 copies)</td>
<td>12 weeks</td>
</tr>
<tr>
<td>6.1. A key plan showing survey extents and cross-section locations at a suitable scale to fit on A4 or A3.</td>
<td></td>
</tr>
<tr>
<td>6.2. Output 2 control locations should be shown on all maps (below).</td>
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</tr>
<tr>
<td>6.3. Output 3 topographic maps at 1:5000 showing main features and elevation spot heights and contours. Also shows locations of river cross-sections as transect lines.</td>
<td></td>
</tr>
<tr>
<td>6.4. Output 4 hard copy cross-sections at a suitable scale, e.g. 1:1000 or 1:500 to fit on A0 plots or smaller plots.</td>
<td></td>
</tr>
<tr>
<td>6.5. Output 5 aerial photos and merged elevation model data at 1:1000 covering full 40 km² area. Also shows</td>
<td></td>
</tr>
</tbody>
</table>
locations of river cross-sections as transect lines.

### 7. Survey outputs – Survey report including location and details of control stations and photos in the report, digital site photos, digital aerial photos (geo-referenced) and meta data (Summary in English)

| 12 weeks |

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### 4. LOGISTICS AND REPORTING

All digital data should be provided in formats that can be used by DMH Hydrology and GIS sections. Therefore, all digital map data should be provided in ArcGIS formats as shape files with elevations attached to point and vector features (spot heights and contours). Gridded elevation data should also be provided in a format that can be used in ArcGIS. River cross-sections should be provided in HecRas format (Annex 1) or an agreed format that can be easily copied into a Hec-Ras river model, such as text files or Excel spreadsheets.

The main reports will be provided in English as well as map titles, legends and any numerical information on maps, such as spot heights. Mapped place names, road names and building names may be in the Myanmar language. Two copies of all reports and hard copy maps should be provided to DMH in Nay Pyi Taw.

It is important for the Surveyor to work with DMH to plan the survey and arrange to meet in the field to discuss and refinements on the locations of the floodplain sections as indicated in the scope of work in Section 2. Due to the remote location and opportunities to get cloud free satellite images, the survey may be delayed until October 2017 with the agreement of DMH.

The DMH contact person for field work coordination will be: Mr Oo myotunoo2009@gmail.com or Mr Zaw Myo Khaing zmkhine2011@gmail.com.

All of the summary and main sections of the reports must be in English and numerical data provided in English. The topographic maps and the plotted cross-sections must be in English.

### 3. STAFF REQUIREMENTS

The survey Team Leader will be an expert in land surveying and geomatics (including photogrammetry and remote sensing, hydrographic surveying, land administration and geo-informatics); the team leader will have a professional qualification in surveying to at least an undergraduate degree level. (A CV of the Team Leader should be provided and will be evaluated as part of the proposal).

Other team members will be surveyors, GIS experts, technicians or engineers experienced in land surveying or hydrographic survey work. If the contractor uses different team leaders for different part of the survey additional CVs should be provided. The minimum requirements are as follows:

- Staff involved in hydrographic survey must be experienced at working on and close to water so that they can operate safely. They staff should have at least 3 years experience of surveying and using river survey equipment.
- Staff involved in topographic survey must have at least 3 years experience of land surveying.
• Staff involved in the use of aerial drones or satellite data processing must have an appropriate undergraduate degree or technical qualification and have completed at least one other similar survey project.

• Technicians should be familiar with specialised data processing so that they can produce outputs in the desired formats for DMH. They should have experience of ArcGIS and cartography for the production of professional hard copy maps.
ANNEX 1: APPROXIMATE EXTENT OF DETAILED TOPOGRAPHIC SURVEY (RED DASHED), AERIAL PHOTOS OR SATELLITE IMAGES (BLUE DASHED) AND RIVER CROSS-SECTIONS (BLACK DASHED)
DMH EXSTING 100 YEAR FLOOD MAP AND ARE OF INTEREST FOR THIS SURVEY

OBLIQUE VIEW
Images should include river and floodplain areas to the south and north of Mawlaik extending from the north of the island/sand bar to the north and the settlement of Gadu at the point where the road moves away from the right hand river bank (Northings 23°41’45” N to 23°35’23’’N)

Northern extent (viewable in a Chrome web browser)

https://earth.google.com/web/@23.69989581,94.41111437,109.20100549a,1668.16766303d,35y.55.1788765h.56.56742243t.0r/data=CkoaSBJCCiUweDM3NGE0YjNmNmM4ZDViNWQ6MHg1ZGQzMGU1MjI5MmMzMzIxGVA4Fm-_pTdAIawiNx7HmVdAKgdNYXdsYWlrGAEgAQ

Southern extent (viewable in a Chrome web browser)

https://earth.google.com/web/@23.59288228,94.4187037,121.52435752a,813.04951112d,35y.55.18014505h.56.56100568t.0r/data=CkoaSBJCCiUweDM3NGE0YjNmNmM4ZDViNWQ6MHg1ZGQzMGU1MjI5MmMzMzIxGVA4Fm-_pTdAIawiNx7HmVdAKgdNYXdsYWlrGAEgAQ
ANNEX 2: EXAMPLE OUTPUTS AND DATA FORMATS REQUIRED

River or floodplain cross-sections

Example of section in HEC RAS format
CROSS-SECTION:
STREAM ID: River Kelvin
REACH ID: KELV01
STATION: 0.105
BANK POSITIONS: 0.0000, 1.0000
REACH LENGTHS: 51, 51, 51

CUT LINE:
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<tr>
<th>Station</th>
<th>Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>256135.256</td>
<td>666322.874</td>
</tr>
<tr>
<td>256135.323</td>
<td>666353.695</td>
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</tbody>
</table>

SURFACE LINE:
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<th>Elevation</th>
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<tr>
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<tr>
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<td>666353.385</td>
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<tr>
<td>256135.323</td>
<td>666353.695</td>
</tr>
</tbody>
</table>
SECTION 5. 1. FORM OF BID

To: __________________________ (Purchaser’s Name)

_________________________ (Purchaser’s Address)

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

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

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

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

We hereby confirm that this Bid will remain valid for 90 days after then Deadline for Submission of Bids.

We note and accept without reservation the Government’s and the World Bank’s (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract according to the Attachment 1 – ‘World Bank Policy – Corruption and Fraudulent Practices’.

Authorized Signature: __________________________
Name and Title of Signatory __________________________

Name of Bidder: __________________________
Address: __________________________

Phone Number
Fax Number, if any
SECTION 6. FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement, made the ______ day of ___________ 20__, by and between

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

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

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

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   a) The Form of Contract,
   b) the Conditions of Contract,
   c) the Special Conditions of Contract
   d) the Technical Specifications
   e) the Form of Bid submitted by the Supplier,
   f) the Price and Delivery Schedule,
   g) the Purchaser’s Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the said

in the presence of:

Binding Signature of Purchaser:______________________________________

Binding Signature of Supplier:________________________________________
SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

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

Date: [insert date]
Name of contract: [insert name]
Contract Identification No.: [insert number]
Invitation to Quote No.: [insert number]

To: __________________________

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.

2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of Myanmar for the period of time of two years starting on the date of the Purchaser’s execution of this Declaration or pay 2% of the contract price as a penalty, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
   i. have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
   ii. do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
   iii. having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
   iv. committed a fundamental breach of contract leading to the Purchaser’s termination of the contract for reasons of our default.

3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.

4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name [insert printed or typed name]

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

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