

**PROCUREMENT DOCUMENTS**  
**Bidding Document for**  
**Procurement of Goods**

**Procurement of:**  
*Spectrum Monitoring System (SMS)*  
*(Magway/Mawlamyaing/Muse)*

Purchaser: Posts and Telecommunications Department (PTD), Ministry of  
Transport and Communications (MoTC)  
Country: The Republic of the Union of Myanmar

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## Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to ( <i>named place of destination</i> )
CPM	Critical Path Method
DDP	Delivered Duty Paid ( <i>named place of destination</i> )
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex-factory, ex works or ex warehouse
FCA	Free Carrier
FMS	Fixed Monitoring Stations
FOB	Free on Board
GCC	General Conditions of Contract
IBRD	International Bank for Reconstruction and Development
ICC	International Chamber of Commerce
IDA	International Development Association
IFB	Invitation for Bids
ITB	Instructions to Bidders
MCC	Monitoring Control Center
MOTC	Ministry of Transport and Communications
MMS	Mobile Monitoring Station
PTD	Posts and Telecommunications Department
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SMS	Spectrum Monitoring System
TS	Technical Specifications and Drawings
TBD	To Be Defined
TMS	Transportable Monitoring Station
UNCITRAL	United Nations Commission on International Trade Law
UPS	Uninterrupted Power Supply

# **INVITATION FOR BIDS**

## INVITATION FOR BIDS

*Republic of the Union of Myanmar*

### SPECTRUM MONITORING SYSTEM

- 1 Posts and Telecommunications Department will purchase the required Spectrum Monitoring System (SMS) for the fiscal year 2019-2020.
- 2 Posts and Telecommunications Department (PTD) under the Ministry of Transport and Communications (MoTC) now invites sealed bids from eligible Bidders for the SMS (Magway, Mawlamyaing, Muse). The whole procurement shall be contracted with a single turnkey contractor through the single tendering process. The estimated completion period is 6 months. The SMS will consist of the following Components:
  - 2.1 Three (3) Fixed Monitoring Stations (FMS) Type I (Magway, Mawlamyaing, Muse) The FMS's are almost unattended: they can be operated remotely from existing Frequency Monitoring Stations (the MCC, the FMS's Type I, II and or from the MMS, TMS)  
All FMS's have capabilities in the VHF/UHF bands for monitoring and for Direction Finding (DF). All FMS Type I, has Spectrum Monitoring capabilities from 9 kHz up to 8 GHz and Direction Finding (DF) capability from 20 MHz up to 8 GHz. A Spectrum Monitoring Control workstation should be provided for FMS Type I to allow a future operator to be stationed at the site and to be able to control the spectrum monitoring network from the existing monitoring system.
  - 2.2 The Spectrum Monitoring Subsystem includes the Control Stations (workstation(s)) and the Monitoring Software for:
    - 2.2.1 the handling of the monitoring operations and missions,
    - 2.2.2 the remote operation of the Fixed Monitoring Stations (FMS) that will be installed in 03 locations.
    - 2.2.3 the two-way transfer/archiving/reporting of data between the MCC and the Remote Monitoring Stations (FMS).
  - 2.3 An IP/WAN based Monitoring Network linking all FMS's and with the MCC.
  - 2.4 Services including Training, Commissioning, Fixed Site Selection and preparation, etc.
- 3 You are invited to submit your price quotation (s) and proposal for the supply of Spectrum Monitoring System Type I for RF networks.
- 4 Detailed information on technical specifications and required quantities is contained in Technical Specification.
- 5 Price quotations will be offered to meet the requirement of the system as described in Price Schedule.
- 6 Bidding will be conducted through the competitive bidding procedures specified in the Directive (1/2017) of the President's Office of Myanmar: In order to qualify, a Bidder must be manufacturer or be an authorized distributor/re-seller of the Radio Spectrum Management and Monitoring Systems of the type required by this Document in the past

three (3) years and must have supplied such systems to telecommunications organizations in countries other than its own. More information is provided in the bidding documents.

- 7 Interested eligible Bidders may obtain further information from

**Zarne Aung (Mr.),**  
Deputy Director General,  
Resources and Radio Frequency Monitoring Division,  
Posts and Telecommunications Department  
Phone: +9567 407438  
Email: uzarne@yahoo.com

- 8 A complete set of bidding documents in English can be downloaded from MoTC website.

- 9 Bids must be delivered to the PTD at the address below by 3:30 p.m. local time on January 29, 2020. Bids must be accompanied by a bid security of 30,000,000 MMK. Late bids will be rejected. Bids will be opened in the presence of the Bidders' representatives at 2:30 pm on February 7, 2020.

Attention:

**Director General,**  
Posts and Telecommunications Department  
Office Building No. 2,  
Ministry of Transport and Communications,  
Nay Pyi Taw, Myanmar.

## **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 Competitive Bidding 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 Purchaser is utilizing financial resources collected under the auspices of the government’s budget for the project named in the BDS. The Employer intends to apply these resources to eligible payments under the contract for which this bidding document is issued.
- 3. Corrupt and Fraudulent Practices**
  - 3.1 The Purchaser is applying standards against fraud and corruption which are in compliance with Myanmar Anti-Corruption Law (Pyidaungsu Hluttaw, Law No. 23, 2013).
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Purchaser to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

- 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 sub-Supplier 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 employer (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 employer 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-Suppliers or sub-consultant for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Purchaser in accordance with the above ITB 3.1. 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 employer'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 Purchaser's country prohibits commercial relations with that country, provided that the employer 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 Purchaser'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 Purchaser 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. 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 Biding 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 ITB22.1. 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 ITB41; 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 ITB1.1; 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 ITB25.3 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 MoTC Website 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
<b>ITB 1.1</b>	The reference number of the Invitation for Bids is : 2/2020
<b>ITB 1.1</b>	The Purchaser is: Posts and Telecommunications Department (PTD), <i>Ministry of Transports and Communications (MoTC)</i>
<b>ITB 1.1</b>	<p>The name of the CB is: <b><i>Procurement of Spectrum Monitoring System (SMS) Type 1 (Magway, Mawlamyaing, Muse)</i></b></p> <p>The identification number of the CB is: 2/2020</p> <p>The number and identification of components comprising this CB is:</p> <p><u>I.Fixed Monitoring Stations Component</u>            FMS (Fixed Monitoring Station) Type I (Quantity 3)            (Magway, Mawlamyaing, Muse)</p>

	<p><u>V.RelatedServices</u></p> <p>V.1. Integration Tests  V.2. Manuals and Documentation  V.3. Engineering and Design  V.5. In-country Training  V.6. Factory Inspection Test  V.7. Final Acceptance Test &amp; Commissioning  V.8. Operation and Maintenance, two years of operation after Final Acceptance.  V.9. Spares  V.10. Warranty Period  V.11. Site Selection</p>
<b>ITB 2.1</b>	The Purchaser is: Posts and Telecommunications Department
<b>ITB 2.1</b>	The name of the Project is: <i>Spectrum Monitoring System (SMS) Project</i>
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <i>N/A</i>
<b>ITB 6.3</b>	<p>Venue of pre-bid meeting: Same address as given above, ITB 7.1</p> <p>Office of the Deputy Director General  Resources and Radio Frequency Monitoring Division  Posts and Telecommunications Department  Ministry of Transport and Communications  Office Building No. 2  The Republic of the Union of Myanmar</p> <p>Bidders are requested to submit any questions in writing to reach the Purchaser not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 7.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Purchaser. Nonattendance at the pre-bid meeting will not be a cause for</p>

	disqualification of a bidder.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>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 its bid, it should do so in writing.</p> <p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:</p> <p>Attention: U Zarnee Aung, Deputy Director General          Posts and Telecommunications Department,          Ministry of Transport and Communications          Office Building No. 2          City: Naypyitaw          Zip Code: 15011          Country: The Republic of the Union of Myanmar          Phone: +9567 407438          Email: uzarne@yahoo.com</p> <p>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 <b>15 days</b>.</p>
<b>ITB 7.1</b>	Web page: <a href="http://www.motc.gov.mm">www.motc.gov.mm</a>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid is: <i>English</i></p> <p>All correspondence exchange shall be in <b>English</b> language.</p>
<b>ITB 11.1 (j)</b>	The Bidder shall submit the following additional documents in its bid: <b>Equipment delivery and installation plan</b>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.5</b>	<p>The prices quoted by the Bidder shall be fixed during the Bidders' performance of the contract and not subject to variation on any account. Bid prices shall include all prices for incidental accessories and services to supply, install and commission the system that would include final site selection, design and erection of the towers to required specifications.</p> <p>The Purchaser, will provide the successful Supplier a list of potential fixed sites in (Magway, Mawlamyaing, Muse). The PTD would provide support</p>

	<p>process with sites belonging to other ministries, MPT, local government.</p> <p>The Supplier shall budget for a site selection trip for Three (3) FMS in (Magway, Mawlamyaing, Muse).</p> <p>The pricing shall be based on Components that shall be individually and independently priced. Such requirement reflects the fact that the Purchaser may find it useful to enjoy some latitude in setting the sequence and timing of the delivery of the Components, according to circumstance and opportunity.</p>
<b>ITB 14.6</b>	<p>Prices quoted for each Component shall correspond at least <b>to100%</b> percent of the items specified for each Component</p> <p>Prices quoted for each item of a Component shall correspond at least to <b>100%</b>percent of the quantities specified for this item of a Component.</p>
<b>ITB 14.7</b>	The Incoterms edition is: <b>2010</b> .
<b>ITB 14.8 (a) ;(b) and (c)</b>	<p>The price shall be quoted DDP to final places detailed in Schedule of Requirements.</p> <p>The price shall include all customs clearances, inland transportation, insurance, other local services required to convey the Goods to their final destinations and unloading at the final destinations, and for the installation and commissioning.</p> <p><b>Bidders will indicate the amount of taxes payable separately in their letter of bid and price schedule. Bids will, however, be evaluated net of taxes. Final taxes payable will be discussed with successful bidder and included in the final contract amount</b></p>
<b>ITB 15.1</b>	The currency(ies )of the bid and payments is: MMK (Myanmar Kyats)
<b>ITB 16.4</b>	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts):</p> <p>Spares required for operation; number of years following completion.</p> <p>The Bidder shall quote in price Schedules 1 and 2 of Section VII, the supply of spare parts and components for all items of equipment adequate</p>

	<p>to maintain and operate the main equipment for a period of five (5) years after the expiration of the warranty period. The cost of this five (5) year stock of spare parts shall be considered in the evaluation of the bids. The Bidder is required to guarantee that in case the supplied quantities of spare parts, projected to five (5) years, prove inadequate during the initial year of operation (warranty period), the Supplier shall supply the additional quantities of spare parts required at his own cost and at no cost to the Purchaser. The quantities to be available in stock for the five (5) year period shall be established by the Bidder based on failure-rate analyses or statistics leading to component and equipment reliability figures. These analyses and data shall be presented by the Bidder in its bid, which shall show that the availability of the system, over the five (5) year period, will not be downgraded in any way by a lack of spare parts, given his maintenance philosophy and plan.</p> <p>The Bidder shall guarantee that there shall be availability of spare parts for ten (10) years after the commissioning of the system and that such shall be supplied as promptly as possible, at the most within three(3) months of placing the order .The Bidder is be required to guarantee that if a discount is offered in the bid, on the prices of the spare parts supplied with the main equipment, the cost of all future supplies of spare parts shall be based on the discounted prices.</p> <p>In addition, in the event of termination of the production of spare parts, the Bidder shall undertake to give advance notification to the Purchaser of the pending termination, with sufficient time to permit the Purchaser to procure the needed requirement. Following such notification, the Bidder also undertakes to support the Purchaser in the identification of proper substitutes and will furnish to the extent possible and at no cost to the Purchaser the blueprints, drawings and specifications of the spare parts, if requested.</p> <p>The Bidder shall guarantee that the software products and licenses shall be accompanied by a ten (10) year support warranty</p>
<b>ITB 17.2 (a)</b>	<p>Manufacturer's authorization is: Required</p> <p>Manufacturer's authorization is required for:</p> <ol style="list-style-type: none"> <li>1- Main spectrum monitoring equipment supplied under this contract such as spectrum monitoring receivers/analyzers/direction finding processors/direction finding antennas</li> <li>2- Spectrum Monitoring Software/Computer Application supplied under this contract such as the software to control the spectrum monitoring equipment, software to analyze the data collected from the spectrum monitoring systems</li> </ol>

<b>ITB 17.2 (b)</b>	After sales service is: <i>required</i>  The Bidder, through own resources and those of its sub-Suppliers, shall have proven international experience in the after sale services of spectrum monitoring equipment, stations and systems of the kind being tendered, in conformance with the performance and quality levels established by the relevant international standards. The bidder shall have presence in Myanmar or South East Asia to carry out after sales services or submit with his bid concrete plans to establish presence in Myanmar
<b>ITB 18.1</b>	The bid validity period shall be <b>180</b> days.
<b>ITB 19.1</b>	A <i>Bid Security shall be</i> required in form of Bank Guarantee A Bid-Securing Declaration <i>shall not be</i> required.  The amount and currency of the bid security shall be thirty Millions Myanmar Kyats (MMK 30,000,000.00) in favor of Posts and Telecommunications Department (PTD).
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>NONE</b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>four (2) hardcopies labeled COPY 1 to COPY 2 and 2 <u>searchable</u> softcopies (not scanned copies).</b> <b>If there is any conflict between the hardcopies and the softcopies, the hardcopies will take precedence.</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Power of Attorney</i>  <b>A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 18.</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1</b>	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: <b>Director General</b> Posts and Telecommunications Department, Ministry of Transport and Communications Office Building No. 2 , City: Naypyitaw

	<p>Zip Code: 15011  Country: The Republic of the Union of Myanmar</p> <p>The deadline for bid submission is:  Date: January 29,2020.  Time: 3:30 p.m.  Bidders <b><u>shall not have</u></b> the option of submitting their bids electronically.</p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:  <b>Meeting Room</b>  Posts and Telecommunications Department,  Ministry of Transport and Communications  Office Building No. 2, Naypyitaw, Zip Code: 15011  Country: The Republic of the Union of Myanmar  Date: February 7,2020.  Time: 02:30 p.m.</p>
<b>ITB 25.3</b>	<p>The Letter of Bid and Price Schedules shall be initialed by three (3) representatives of the Purchaser conducting Bid opening. <b>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser.</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.1</b>	<p>A margin of domestic preference <i>shall not</i> apply.</p>



<b>ITB 34.2(a)</b>	<p>Evaluation will be done for <i>the whole package</i>. Price schedules include items that are optional. The evaluation of bids will take into account only for all mandatory equipment/service/component. Bidders will provide price for optional equipment which the client may take into account at his discretion</p> <p>Note:</p> <p><i>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 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>
<b>ITB 34.6</b>	<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"> <li>(a) Deviation in Delivery schedule: <b>NO</b></li> <li>(b) Deviation in payment schedule: <b>NO</b></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <b>No</b></li> <li>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <b>No</b></li> <li>(e) the projected operating and maintenance costs during the life of the equipment: <b>NO</b></li> <li>(f) the performance and productivity of the equipment offered: <b>NO</b></li> </ul>

	<b>F. Award of Contract</b>
<b>ITB 43</b>	<p>Additional new clause:</p> <p>Complaints Procedure</p> <p>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 signing.</p> <p>Complaints shall be addressed to the Purchaser as named in the BDS (ITB 7.1). 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</p> <p>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 Planning and Finance.</p> <p>The addresses to sending complaints to:</p> <p style="padding-left: 40px;">Attention: <b>U Zarnee Aung</b>, <b>Deputy Director General</b> Posts and Telecommunications Department, Ministry of Transport and Communications Office Building No. 2 City: Naypyitaw Zip Code: 15011 Country: The Republic of the Union of Myanmar Phone: +9567 407438 Email: <a href="mailto:uzarne@yahoo.com">uzarne@yahoo.com</a></p>

# Section III. Evaluation and Qualification Criteria

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**1. Margin of Preference (ITB 33) N/A****2. Evaluation (ITB 34)****2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2 (f) and in BDS referring to ITB34.6, using the following criteria and methodologies.

- (a) Deviation in payment schedule. NO
- (b) Cost of major replacement components, mandatory spare parts, and service. NO
- (c) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. NO
- (d) Projected operating and maintenance costs: NO

**2.2. Multiple Contracts (ITB 34.4) N/A****2.3. Alternative Bids (ITB 13.1)**

Not Allowed

**3. Qualification (ITB 36)****3.1 Post-qualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post-qualification 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 submit with his bid audited financial statements for the last three years. The financial statement shall show that the bidder's turnover is at least equal to the bid amount and that he has positive net worth for the last three years preceding the bid submission date.

(ii) Experience and Technical Capacity

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

The Bidder must have supplied Radio Spectrum Monitoring Systems that have been field proven in actual service. To meet this criteria, the Bidder must demonstrate that the proposed systems have been in satisfactory service with at least *three (3)* telecommunications organizations for a minimum period of *three (3) years* on the date of bid opening and the value of such contracts are greater than 50% of the value of the Bid.

(b) The Bidder must have presence in Myanmar or South East Asia to provide technical support for the proposed spectrum monitoring equipment, stations and systems of the kind being tendered. The bidder will submit with its bid organizational, staffing and equipment plan necessary for the maintenance of the system. If the bidder does not have the above presence he shall submit his plans to establish presence with costs, schedule and staffing plans.

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

The Bidder shall submit with his bid the names, addresses, telephone/fax numbers and e-mail addresses of the three (3) telecommunications organizations as well as appropriate certificates from them in respect of the performance of the offered equipment. The Purchaser reserves the right to verify with the two organizations the quality of the equipment and its satisfactory performance in actual service.

(b) If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer, the Manufacturer shall demonstrate the above qualifications (i), (ii) and the Bidder shall demonstrate that it has successfully completed at least two (2) monitoring systems of similar goods in the past three (3) years. The bidder shall also submit a manufacturer authorization form in the format provided in Section IV of the Bidding documents for the items specified in **ITB Data Sheet 17.2 (a)**

## **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]**

CB 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, 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 calculation 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 sub-Supplier, 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 are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (k) 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.”)

- (l) 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

---

<sup>1</sup>*Bidder to use as appropriate*



- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) 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]*  
 CB 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>  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. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: 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]*

CB 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>  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.  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.

## **Section VI. Corrupt and Fraudulent Practices**

The Purchaser is applying standards against fraud and corruption which are in compliance with Myanmar Anti-Corruption Law (Pyidaungsu Hluttaw, Law No. 23, 2013).

## 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.*

The Automated Spectrum Monitoring System is comprised of fixed monitoring stations that will collect information, detect, analyze and identify authorized and unauthorized spectrum users in primarily the *HF/VHF/UHF/SHF* bands, supporting regulatory activities such as planning, authorization, enforcement, spectrum audits and compliance purposes. Important capabilities the system should include: spectrum usage and occupancy studies, transmitter location, determine the source of interference and offending emitters, verify the proper technical and operational characteristics of radiated signals, detect and identify illegal transmitters. Bidders are requested to provide the possibility to integrate the existing Spectrum Monitoring Stations equipped with the TCI Scorpio Spectrum Monitoring software and based on the TCI 735 and TCI 737 system with the MCC in controlling and Direction Finding.

It is the responsibility of the Bidder to supply, install and commission an integrated system that achieves the above requirements.

The fixed (FMS) Type I should be capable of operating in both local and remote control modes. Remote control of the fixed monitoring stations will reside at the PTD Monitoring Control Centre (MCC) in Naypyitaw, there will be a provision for a Client computer at each FMS Type I stations to be able to control the monitoring stations.

The integrated monitoring system should be compatible with the ITU SMS4DC management software.

*Bidders are expected to provide prices for the integrated system which includes each of the components mentioned below. The evaluation of bids will take into account only for all mandatory equipment/service/component. Bidders will provide price for optional equipment which the client may take into account at his discretion*

**Price Schedule: Fixed Monitoring Station (FMS), Type I**

Date: _____								
Currencies in accordance with Term 13								
(i) CB No: _____								
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 DDP in accordance with ITB 14.8	DDP Price per line item (Col. 5x6)	Local Tax per line item	Total Price per Line item (excluding local tax) (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 DDP per unit]</i>	<i>[insert total DDP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
A	<b>Fixed Monitoring Station (FMS), Type I</b>			3 Stations				
1	Direction Finding (DF) Processor/Receiver(s) VHF/UHF			3 Sets				
2	DF antennas for VHF and UHF, including RF lines and Switches, Vertical Polarization.			3 Sets				
3	DF antennas for VHF and UHF, including RF lines and Switches, Horizontal Polarization.			3 Sets				

Currencies in accordance with Term 13  
(i)

Date: \_\_\_\_\_

CB No: \_\_\_\_\_

1	2	3	4	5	6	7	8	9
4	Receive antennas for HF, including RF lines and Switches, Vertical Polarization, Passive, OMNI.			3 Sets				
5	Monitoring Receiver / Analyzer HF/VHF/UHF/SHF (can be shared with the DF receiver)			3 Sets				
6	Communication Network (Included router and modem for IP based network)			3 Sets				
7	50 meter ground mounted tower. SST, 3 Legged >195km/h			3 Sets				Reference to PTD guidelines for tower strength letter dated 27-1-2016 as attached.
8	UPS			3 Sets				Internal batteries manufacturing date should be after first quarter of 2019.
9	Racks, cabling and accessories.			3 Sets				
10	Grounding and lightning-arrester subsystem.			3 Sets				

Date: _____								
Currencies in accordance with Term 13								
(i)								
CB No: _____								
1	2	3	4	5	6	7	8	9
11	GPS Unit			3 Sets				
12	Station installation work			3 Services				
13	Client Monitoring workstation	Spectrum software/		3 Sets				
Total Price Component- Fixed Monitoring Station (FMS), Type I								

**Price and Completion Schedule - Related Services**

Date: _____						
Currencies in accordance with ITB 15						
CB No: _____						
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>
	<b>Service 1100- Design and Engineering</b>					
1101	Bloc diagram for each site.			3 Sets		
1102	Interconnection diagrams for each site.			3 Sets		
1103	Power distribution diagrams for each site.			3 Sets		
1104	Antenna/IF/Audio connections for each site.			3 Sets		
1105	Communication diagrams/settings for each site.			3 Sets		
1106	Installation diagrams for each site.			3 Sets		
1107	System Integration Tests for each site.			3 Plan		
1108	Partial Provisional Acceptance and Start-up for each site.			3 Plan		
1109	Final Acceptance Test for each site.			3 Plan		
1110	Extra cost for logistic and transportation from Yangon to ( 4 ) FMS sites			3 sites		
	<b>Service 1200-Operation and Maintenance (O&amp;M) Support.</b>					
1201	Operation and Maintenance Support			2 Years		
1202	Operation and Maintenance Support for each additional year			1 Year		
	<b>Service 1300-Training</b>					

1301	Training for PTD personnel			1 Service		
1302	On-Site Training of PTD personnel			1 Service		
1303	Training at other organization of PTD personnel			1 Service		
	<b>Service 1400- Factory inspection</b>					
1401	Factory Inspection			1 Service		
	<b>Service 1500 – Warranty</b>					
1501	Warranty for 18 months after final acceptance of the whole system (firm)			18 Month		
1502	Additional years (optional)			1 Year		
	<b>Service 1600- Final Acceptance Tests</b>					
1601	For the Three FMS Type I			3 Services		
	<b>Service 1700- Fixed Sites selection</b>					
1701	Fixed Site Selection and generation of reports			3 Services		
<b>Total Price for Related Services</b>						

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



## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

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

**Date:***[Insert date of issue]*

**BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid 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 \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in

accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

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

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## 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]*

CB 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**

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

## **PART 2 – Supply Requirements**



# Section VII. Schedule of Requirements

## Contents

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## Price Schedules

### PREAMBLE

*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.*

The Automated Spectrum Monitoring System is comprised of fixed monitoring stations that will collect information, detect, analyze and identify authorized and unauthorized spectrum users in primarily the *HF/VHF/UHF/SHF* bands, supporting regulatory activities such as planning, authorization, enforcement, spectrum audits and compliance purposes. Important capabilities the system should include: spectrum usage and occupancy studies, transmitter location, determine the source of interference and offending emitters, verify the proper technical and operational characteristics of radiated signals, detect and identify illegal transmitters.

Bidders are requested to provide the possibility to integrate the existing Spectrum Monitoring Stations equipped with the TCI Scorpio Spectrum Monitoring software and based on the TCI 735 and TCI 737 system with the MCC in controlling and Direction Finding.

It is the responsibility of the Bidder to supply, install and commission an integrated system that achieves the above requirements.

The fixed (FMS) Type I should be capable of operating in both local and remote control modes. Remote control of the fixed monitoring stations will reside at the PTD Monitoring Control Centre (MCC) in Naypyitaw, there will be a provision for a Client computer at each FMS Type I stations to be able to control the monitoring stations.

The integrated monitoring system should be compatible with the ITU SMS4DC management software.

This Sub-section of Price Schedules hereunder start with a List of Good and Services organized in Components and Items. It is followed by the Price Schedules themselves, wherein the Bidder must quote the price of each Item (Itemized Prices), along the pertinent price columns.

Such List of Goods and Services and Price Schedules establish the elements, components and services to be provided and their quantities, according to the "General List" and the "Detailed Lists" therein. At Contract award, the Purchaser will establish the Components that will be procured as well as the quantities that will be procured within each Component. The latter quantities will lie within a plus or minus 20% bracket relative to the quantities consigned hereunder within each Component.

### **Pricing Structure.**

The pricing shall be based on Components that shall be individually and independently priced. Such requirement reflects the fact that the Purchaser may find it useful to enjoy some latitude in setting the quantity of the Components, according to budget. The price shall include all accessories and incidental services required for the supply and installation of the system and local licensing for the equipment and installed system. The supplier will be responsible for custom clearance, loading and unloading of all equipment.

The Price Schedules will be based on the following structure:

**I. Fixed Monitoring Stations (FMS) Component**

. FMS (Fixed Monitoring Station) Type I (Quantity 3)

**II. Related Services**

- V.1. Integration Tests
- V.2. Manuals and Documentation
- V.3. Engineering and Design
- V.5. In-country Training
- V.6. Factory Inspection Test
- V.7. Final Acceptance Test & Commissioning
- V.8. Operation and Maintenance, first two years of operation
- V.9. Spares
- V.10. Warranty Period
- V.11. Site Selection

Within each Component the Bidder shall include the associated installation services and test services. The equipment associated with the Component will be quoted on a DDP-site basis, the DDP price being consigned along a separate column, implicitly recognizing the cost of international and local transportation and insurance.

By the nature of the procurement, and in accordance with the very requirements for a Bidder to be qualified for this Bid, the Purchaser expects that the plant and equipment will be supplied from abroad with few exceptions (for instance locally supplied towers, if a Bidder so elects). The Bidder shall indicate such eventual local origin, still quoting the price in the common currency it has chosen for its quotation.

Should the stock of spares or the set of tools and instruments included with the core Component required to be increased at the addition of other FMS's the incremental cost will be quoted with the specific Component that generates such increment. Accordingly, among the Items associated with a FMS a line Item is allowed to account for any station-associated increments.

The Test Plan for Provisional Acceptance establishes a Partial Provisional Acceptance instance per Station, as well as the Partial Provisional Acceptance for the System as a whole (System Tests). The System Acceptance Test will be a an item in the Related Services, while the Acceptance Test for a specific, individual Station will be a line item within the Station's Component. Similarly, the installation work pertaining to a specific Station will be quoted inside the Station's Component.

### **Pricing Scope.**

The Bidders shall be deemed to have read the Technical Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to make representation for the full scope as aforesaid, including overheads and profit.

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders of the Bidding Documents, prior to submitting their bid.

10. Electricity in Myanmar is 220 V, 50 Hz. The Supplier should provide all equipment with Schuko plugs Type G (UK)



11. The Supplier shall provide the Data Communication Link (DSL, Fiber Optic, etc.)

## 1-List of Goods and Delivery Schedule

### Fixed Monitoring Station (FMS) Type 1

Line Item No	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery Date (as per Incoterms DDP 2010)		
					Earliest Delivery Date (number of days after contract signing)	Latest Delivery Date (number of days after contract signing)	Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ]
	<b>Monitoring Station (FMS), Type I</b>	3	Station	Magway/ Mawlamyaing/ Muse	100	130	
1	Direction Finding (DF) Processor/Receiver(s) VHF/UHF	3	Set				
2	DF antennas for VHF and UHF, including RF lines and Switches, Vertical Polarization.	3	Set				
3	DF antennas for VHF and UHF, including RF lines and Switches, Horizontal Polarization.	3	Set				
4	Receive antennas for HF, including RF lines and Switches, Vertical Polarization, Passive, OMNI.	3	Set				
5	Monitoring Receiver / Analyzer HF/VHF/UHF/SHF (can be shared with the DF receiver)	3	Set				
6	Communication Network (Included router and modem for IP based network)	3	Set				
7	50 meter ground mounted tower SST, 3 Legged>195km/h	3	Set				

8	UPS	3	Set				
9	Racks, cabling and accessories.	3	Set				
10	Grounding and lightning-arrester	3	Set				
11	GPS Unit	3	Set				
12	Station installation work	3	Set				
13	Client Spectrum Monitoring software/ workstation	3	Set				

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services (number of days after contract signing)	Bidder's offered Delivery date [to be provided by the Bidder]
	<b>Service 1100- Design and Engineering</b>	3	Service	Naypyitaw	210	
1101	Bloc diagram for each site.	3	Set			
1102	Interconnection diagrams for each site.	3	Set			
1103	Power distribution diagrams for each site.	3	Set			
1104	Antenna/IF/Audio connections for each site.	3	Set			
1105	Communication diagrams/settings for each site.	3	Set			
1106	Installation diagrams for each site.	3	Set			
1107	System Integration Tests for each site.	3	Set			
1108	Partial Provisional Acceptance and Start-up for each site.	3	Set			
1109	Final Acceptance Test for each site.	3	Set			
1110	Extra cost for logistic and transportation from Yangon to ( 3) FMS sites	3	Service			
	<b>Service 1200-Operation and Maintenance (O&amp;M)</b>					
1201	Operation and Maintenance Support	2 Years	Service			
1202	Operation and Maintenance Support for each additional year	1 Year	Service			
	<b>Service 1300-Training</b>					
1301	Training for PTD personnel	1	Service			
1302	On-Site Training of PTD personnel	1	Service			
1303	Training at other organization of PTD personnel	1	Service			
	<b>Service 1400- Factory inspection</b>					
1401	Factory Inspection	1	Service			
	<b>Service 1500 – Warranty</b>					
1501	Warranty for 18 months after final acceptance of the whole	18 Month	Service			
1502	Additional years (optional)	1 Year	Service			
	<b>Service 1600- Final Acceptance Tests</b>					
1601	For the three FMS Type I	3	Service			
	<b>Service 1700- Fixed Sites selection</b>					
1701	Fixed Site Selection and generation of reports	3	Service			

### 3. Technical Specifications

#### 3.1 General

*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.*

The Automated Spectrum Monitoring System is comprised of fixed monitoring stations that will collect information, detect, analyze and identify authorized and unauthorized spectrum users in primarily the *HF/VHF/UHF/SHF* bands, supporting regulatory activities such as planning, authorization, enforcement, spectrum audits and compliance purposes. Important capabilities the system should include: spectrum usage and occupancy studies, transmitter location, determine the source of interference and offending emitters, verify the proper technical and operational characteristics of radiated signals, detect and identify illegal transmitters.

Bidders are requested to provide the possibility to integrate the existing Spectrum Monitoring Stations equipped with the TCI Scorpio Spectrum Monitoring software and based on the TCI 735 and TCI 737 system with the MCC in controlling and Direction Finding.

It is the responsibility of the Bidder to supply, install and commission an integrated system that achieves the above requirements.

The fixed (FMS) Type I should be capable of operating in both local and remote control modes. Remote control of the fixed monitoring stations will reside at the PTD Monitoring Control Centre (MCC) in Naypyitaw, there will be a provision for a Client computer at each FMS Type I stations to be able to control the monitoring stations.

The integrated monitoring system should be compatible with the ITU SMS4DC management software.

#### 3.1.1 Fixed Monitoring Stations (FMS) – Type I

There will be a minimum of three (3) fully functional fixed monitoring stations (FMS) Type I, providing measurement, logging and direction finding capability covering the frequency range from 20 MHz to 8000 MHz. The general spectrum monitoring capabilities should cover the frequency range from 9 kHz to 8000 MHz fully compliant with relevant ITU recommendations.

The FMS Type I will be capable of both remote and manned operation and should support both DF and measuring tasks. The primary mode of operation will be unmanned with operator commands established from any one of the FMS Type I at the MCC as well as from other existing station assuming a communication link is available. The FMS will perform scheduled and real-time measuring, direction activities and be able to send data over communications links to the MCC. The FMS will operate from either direct power or back-up systems.



The bidder will be responsible for the procurement, installation, provisioning, commissioning, integration of the system, and the maintenance of the equipment. The successful bidder shall provide installation and perform an acceptance test to meet the Purchaser's requirements of an integrated spectrum monitoring system.

### 3.2 Compliancy Tables for the Frequency Ranges, Accuracy and technical specifications

#### 3.2.1 Tasks and Measurement Required

Description	FMS Type I	Bidder's Offer	Compliant Y/N
Direction Finding Frequency Range: 20 MHz – 8000 MHz	Required		
DF antenna Coverage 20MHz – 8000MHz, vertical polarization	Required		
DF antenna Coverage 20MHz – 8000MHz, horizontal polarization	Required		
DF antenna lightning static dissipation device	Required		
DF Method: hybrid radiolocation AoA and TDOA to provide more accurate location result.	Required		
The DF control application and mapping software should be able integrate and process data from both AoA and TDOA.	Required		
DF Location Estimate over digital maps	Required		
DF to provide Location confidence (0-100%)	Required		

<b>Description</b>	<b>FMS Type I</b>	<b>Bidder's Offer</b>	<b>Compliant Y/N</b>
The DF system shall be able to log information from all DF sites at once including the information on the probable location of the targeted transmitter. The mapping application should be able to replay the log files.	Required		
The DF should be able to detect and DF on short duration signals $\leq 3$ ms.	Required		
Direction-finding (DF) equipment should be used to identify the unknown transmitting station and determine the location of the transmitter by triangulations or single station location (SSL).	Required		
DF results from different locations are also displayed on a geographic map in map viewer, allowing automatic triangulations by the system to locate the signal transmitter and logging of DF data.	Required		

<b>Description</b>	<b>FMS Type I</b>	<b>Bidder's Offer</b>	<b>Compliant Y/N</b>
A high precision GPS receiver to continuously update the exact location of the mobile unit should be included with an electronic compass that measures the orientation of the vehicle with respect to North, the GPS can also be used for that purpose.	Required		
The position of the vehicle in Map Viewer shall be updated constantly as long as the vehicle is in motion regardless if a signal is present or not.	Required		
Time synchronized with a time server and/or with a GPS clock.	Required		
The DF application should provide an indication of the reliability of the measurement, related to several factors including the signal strength (received SNR) at the time of measurement. This indication should also be present at the MCC control software.	Required		
Direction Finding and Triangulation over digital maps using multiple DF sites.	Required		

Description	FMS Type I	Bidder's Offer	Compliant Y/N
Direction Finding and Triangulation using Single Station Location techniques over digital maps.	Required		
DF Log Files should include the following information: Location (Latitude & Longitude) Frequency monitoring equipment and procedures shall be compliant with Frequency Measurements as defined in ITU-R SM.377-4.	Required		
The spectrum monitoring stations should be linked together over a computerized network, and should be networked to the administrations' spectrum management system as recommended in Recommendation ITU-R SM.1537.	Required		
Field Strength Measurement compliant with ITU-R SM 378-7.	Required		
Co-channel and adjacent channel signals measurements.	Required		
Carrier to Noise Ratio. Signal to Noise Ratio.	Required Required		
Digital Measurements: Pulse, FSK, BPSK, DQPSK, GMSK, QPSK, mQAM and mFSK.	Required		

Description	FMS Type I	Bidder's Offer	Compliant Y/N
Measurements should be logged in files together with the instrument settings including: Attenuation, IF Bandwidth, RF Instantaneous Span, Center Frequency, Sweep Rate, Channel Number, Antenna Orientation, Antenna Name, Antenna Height, Noise Floor Level, Time, Date and GPS Coordinates, Site Identification, Operator Name, Frequency Scan Range	Required		
Spectrum Occupancy	Required		
Programmable scan mode with capability for pre-set channels and different spacing, data logging, adjustable time period following ITU- R specifications for Spectrum Occupancy SM.182 &SM.1536.	Required		
Types of modulation - identification, analyses and measurements.	Required		
Measurements for the following Modulation type; Unmodulated LSB, SSB, USB, DSB, ISB FM Phase Modulation Amplitude + Angle Pulse	Required Required Required Required Required		
Occupied bandwidth measurement xDB and %	Required		
Spectral Analysis Scan	Required		
Multi-channel Measurements	Required		
Dual instantaneous bandwidth	Required		
Signal Decoding of common modulation	Required		

Description	FMS Type I	Bidder's Offer	Compliant Y/N
Remote capability to listen to pre- recorded audio signals using existing IP network.	Required		
Remote capability to download the pre-recorded audio files to the MCC using existing IP network.	Required		
Capability to program scheduled audio recording sessions, audio files should be stored in commercially available formats, including information on the frequency being recorded, the time and date of the recorded signal.	Required		
Outdoor equipment including towers and antennas should sustain 180 km/hr wind velocity.	Required		
Scheduling of measurements for immediate or future execution	Required		
Automatic violation detection	Required		
Outdoor equipment including antennas should have operating temperature from minus 10 degrees up to 50 degrees Celsius and up to 95% humidity.	Required		
Indoor equipment can be installed in-house or out side with weather proof IP67	Required		
The integrated monitoring system should be compatible with the ITU SMS4DC software.	Required		

**3.2.2- Measurement Accuracy**

Type of Measurement	Minimum Accuracy	Bidder's	Compliant
Frequency Measurement for all stations in the 9 kHz – 4000 kHz except for Broadcast	± 6 ppm or 1 Hz if the ± 6 ppm is less than 1 Hz		
Frequency Measurement for all Broadcasting stations in the 9 kHz – 4000 kHz	±1 Hz		
Frequency Measurement for all stations in the 4000 kHz – 30 MHz	±1 Hz		
Frequency Measurement for all TV stations in the 47 MHz – 960 MHz	±50 Hz		
Frequency Measurement for all non TV stations in the 30 MHz – 450 MHz	± 0.5 ppm		
Frequency Measurement for all stations in the 2500 MHz – 8 GHz	± 5 ppm		

Type of Measurement	Minimum Accuracy	Bidder's Offer	Compliant Y/N
Power	±1 dB for the FMS		
Field Strength	±1 dB for the FMS		
Power Flux Density	±1 dB for the FMS		



Type of Measurement	Minimum Accuracy	Bidder's Offer	Compliant Y/N
Co-channel and adjacent channel signal level	Bidder should state the accuracy according to the different types of modulation supported by the equipment.		

Direction Finding System for FMS	Minimum Specification	Bidder's Offer	Compliant Y/N
Low Frequency Coverage (MHz)	20 MHz		
High Frequency Coverage (MHz)	8000 MHz		
System Accuracy	Two (2) degrees for the FMS		
Monitoring bandwidth, DF bandwidth for real-Time	$\geq 75\text{MHz}$		
Real-time DF in full range	from 20MHz to 8000MHz		
DF Method: hybrid radiolocation AoA and TDOA	Multi-correlative Interferometer or Watson- Watt (optional)		
Tuning speed	$\leq 1\text{mSec}$ for 20MHz step		
Minimum signal duration to be detected	$\leq 3\text{ ms}$		
Scanning steps	Wide Band DF		
DF Antennas Vertical & Horizontal Polarization	Required		
Type of installation	Support both installation type Indoor and Outdoor (weatherproof IP67)		
Maximum Wind Velocity	180 km/hr (this requirement if for outdoor elements like antennas).		
Power consumption	Low power consumption ( $< 90\text{W}$ for main equipment)		

**3.2.3- Measurement Receiver Specifications**

<b>Function</b>	<b>VLF/LF/HF</b>	<b>VHF/UHF/SHF</b>	<b>Bidder's Offer</b>	<b>Compliant Y/N</b>
Frequency Range (FMS Type I)	9 kHz to 30 MHz	20 MHz to 8000 MHz		
Tuning Resolution	1 Hz	≤1 Hz		
External reference tolerance	1 ppm, or <0.01 ppm using global using GPS for external reference	< 0.1 ppm, or <0.001 ppm using GPS for external reference		
Synthesizer settling time	≤ 10 ms	≤ 5 ms		
Input (Antenna input) VSWR	50 Ohm, nominal <3	50 Ohm, nominal <2/5		
3rd order intercept	≥ 20 dBm (>3 MHz)	≥ 20 dBm		
2nd order intercept	≥ 60 dBm (>3 MHz)	≥ 50 dBm		
Noise Figure	≤12 dB (>2 MHz)	≤12 dB		
LO-Phase Noise	-110 dBc/Hz at 10 kHz offset	-110 dBc/Hz at 100 kHz offset		
IF Rejection	90 dB	90 dB or better		
Image Rejection	90 dB	90 dB or better		
Analysis Bandwidths	Digital filters	Digital filters		
Demodulation Bandwidths	Digital filters	Digital filters		

Function	VLF/LF/HF	VHF/UHF/SHF	Bidder's Offer	Compliant Y/N
Selectivity 60 to 6 dB (Shape factor)	2:01	2:01		
Detection Mode	AM, CW, LSB, USB	AM, CW, FM, LSB, USB, with DSP		
AGC Range	120 dB	120 dB		
Dynamic Range	120 dB	120 dB		
Remote Control	LAN, RS232, USB, GPIB Communication connector should be a locking type connector (screws or latch)	LAN, RS232, USB, GPIB Communication connector should be a locking type connector (screws or latch)		
Operation	Local or Remote mode	Local or Remote mode		

**DF Sensitivity**

Frequency (MHz)	FMS		Bidder's Offer		Compliant Y/N
	dB $\mu$ V/m	$\mu$ V/m			
20	$\leq -6$	$\leq 0.50$			
500	$\leq -10$	$\leq 0.32$			
1000	$\leq -7$	$\leq 0.45$			
2000	$\leq -5$	$\leq 0.56$			
3000	$\leq -3$	$\leq 0.71$			
4000	$\leq -5$	$\leq 0.56$			
5000	$\leq -4$	$\leq 0.65$			
6000	$\leq -3$	$\leq 0.71$			
7000	$\leq 1.5$				
8000	$\leq 3.2$				

**3.2.5- Tower Parameter/Requirements (Component Numbers 10114)**

Descriptio	Details	Bidder's Offer	Compliant Y/N
Tower load and construction.	Tower should be able to sustain at least 180 km/hr wind load and should be constructed to hold at least twice the load of the proposed antennas and cables. Towers should be equipped with a cable bridge to the equipment shelter and cable trays as required. Towers should be self-support type and should be designed by the following standards or better: ANSI/TIA-222-G; "Structural Standard for Antenna supporting structures and Antennas", latest version. AISC-LRFD-99; "Load and Resistance Factor Design".		

**3.2.6- Equipment Shelter Parameter/Requirements if need to install indoor**

Descriptio	Details	Bidder's Offer	Compliant Y/N
Equipment Shelter	Equipment shelters should be built according Myanmar's building standard. Pre-fabricated equipment shelters are also accepted (decisions will be made after the Site Selection). Should be equipped: 1- 19" racks for equipment 2- Air-conditioning unit 3- Fence (if needed)		

Description	Details	Bidder's Offer	Compliant Y/N
	4- Security 5- Alarms 6- Remote temperature sensor reporting to the MCC Fire 7- extinguisher 8- Fire alarms		

**3.2.8- Service Numbers**

Service	Description of Service	Additional Specifications	Bidder's Offer	Compliant Y/N
	<b>Service 900 – Design Review Meeting</b>			
901	Design Review Meeting			
	<b>Service 1000 - Manuals and other documentation</b>			
1001	Operational and Maintenance Manuals: System Manual Spectrum Monitoring Software Manual Station, Equipment and Unit Manuals	Hardcopies		
1002	Operational and Maintenance Manuals System Manual Spectrum Monitoring Software Manual Station, Equipment and Unit Manuals	Electronic Copies		
1003	Other Documentation as required	Additional Documentation as required such as drawings, informational materials, etc.		
	<b>Service 1100 – Design and Engineering</b>			
1101	Bloc diagram for each site.			
1102	Interconnection diagrams for each site.			
1103	Power distribution diagrams for			

Service	Description of Service	Additional Specifications	Bidder's Offer	Compliant Y/N
1104	Antenna/IF/Audio connections for each site.			
1105	Communication diagrams/settings for each site.			
1106	Power diagrams for the MMS.			
1107	Installation diagrams for each site.			
1108	System Integration Tests for each site.			
1109	Partial Provisional Acceptance, and Start-up for each site.			
1110	Final Acceptance Test for each site.			
	<b>Service 1200 - Operation and Maintenance (O&amp;M) Support.</b>			
1201	Operation and Maintenance Support			
1202	Operation and Maintenance Support for each additional year			
	<b>Service 1300 -Training</b>			
<del>1301</del>	<del>Factory training for PTD personnel</del>	<del>Factory training for 10 days weeks in the Manufacturer or Supplier's country for 4 people based on economy class travel. To cover the assembly, start up, operation, maintenance, and/or repair of the supplied Goods.</del>		
1302	On-Site Training of PTD personnel	On-Site training for 4 weeks for as many as possible. The Purchaser will provide the training facility, travel and accommodation for own personnel. The Supplier will provide training material.		

Service	Description of Service	Additional Specifications	Bidder's Offer	Compliant Y/N
1302	Training at other organization of PTD personnel	Factory training for 10 days weeks in the Manufacturer or Supplier's country for 4 people based on economy class travel. To cover the assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.		
	<b>Service 1400 - Factory Acceptance Test</b>			
1401	Factory Inspection	Factory Inspection Test for one (1) week in Supplier's designated country for 3 people.		
	<b>Service 1500 – Warranty</b>			
1501	Warranty for 18 months after final acceptance of the whole system (firm)	As per GCC 28.3		
1502	Additional years (optional)	As per GCC 28.3		
	<b>Service 1600 - Final acceptance Tests</b>			
1601	For the MCC, MMS and the TMS	As per "Inspections and Tests" section		
1602	For the FMS Type I and II	As per "Inspections and Tests" section		
1603	For the FMS Type I and II	As per "Inspections and Tests" section		
	<b>Service 1700 – Spares</b>	As per "Inspections and Tests" section		

Service	Description of Service	Additional Specifications	Bidder's Offer	Compliant Y/N
1	Spares for an initial three-year period (itemized complete spares list by the bidder is required)			
<b>service 1800 Fixed Sites selection</b>				
1801	Fixed Site Selection and generation of reports	<p>Three (3) sites in Muse, Magway and Mawlamyine. The Purchaser will assist the Supplier in the site selection process in providing;</p> <p>List of potential sites that may be used by other RF operators such as Cell Operators Access to potential Sites</p> <p>Negotiation with existing tower owners if required.</p> <p>The Supplier will provide the required tools and instruments to perform the required measurements at the proposed sites and validate the conformity of the sites.</p> <p>The Supplier will provide the Purchase with a comprehensive report on the study including site coverage base on frequency range (VHF/UHF/SHF) and power (5W and 20W).</p> <p>For Sites requiring new towers, the Supplier must make all required</p>		



Service	Description of Service	Additional Specifications	Bidder's Offer	Compliant Y/N
		<p>soil tests for the tower foundation, design and provide drawing of tower foundations and all necessary Bill of Quantities.</p> <p>Tower should be able to sustain at least 180 km/hr wind load and should be constructed to hold at least twice the load of the proposed antennas and cables. Towers should be self-support type and should be designed to the latest versions of following standards or better:</p> <p style="padding-left: 40px;">ANSI/TIA-222-G; "Structural Standard for Antenna supporting structures and Antennas".</p> <p>AISC-LRFD-99; "Load and Resistance Factor Design".</p>		

**3.2.9- Component Numbers**

<b>Component</b>	<b>Description of Service</b>	<b>Additional Specifications</b>	<b>Bidder's Offer</b>	<b>Compliant</b>
	<b>Fixed Monitoring Station (FMS), Type I</b>			
	Direction Finding (DF) Processor/Receiver(s) VHF/UHF	Frequency Range 20 MHz – 8000 MHz		
	DF antennas for VHF and UHF, including RF lines and Switches, Vertical Polarization.	Frequency Range 20 MHz – 8000 MHz		
	DF antennas for VHF and UHF, including RF lines and Switches, Horizontal Polarization.	Frequency Range 20 MHz – 8000 MHz		
	Receive antennas, including RF lines and Switches, VHF/UHF/SHF, Vertical Polarization, Passive, OMNI.	Frequency Range 20 MHz – 8000 MHz		
	Receive antennas for HF, including RF lines and Switches, Vertical Polarization, Passive, OMNI.	Frequency Range 9 kHz – 20 MHz		
	Monitoring Receiver / Analyzer HF/VHF/UHF/SHF (can be shared with the DF receiver).	Frequency Range 9 kHz – 8000 MHz.		

<b>Component</b>	<b>Description of Service</b>	<b>Additional Specifications</b>	<b>Bidder's Offer</b>	<b>Compliant</b>
	GPS based precision frequency reference.	10 MHz frequency		
	Audio Network.	2 channels of audio listening/recording at the same Time		
	Computer System and software components.	Computer System and software components, including any necessary data-storage components. Computer with processing and storage capabilities allowing remote control stations to access and remote control the spectrum monitoring station.		
	Communications Network.	Communications Network components, including the IP communications protocols and the interfaces for PSTN leased and DSL and for IP-based data networks, as required.		
	50 meter tower installed on top of an existing building.			
	UPS	UPS rated at full station load for 5 hours (220 VAC, 50 Hz).		
	Racks, cabling and accessories.			
	Grounding and lightning-arrester subsystem.			
	GPS Unit			

<b>Component</b>	<b>Description of Service</b>	<b>Additional Specifications</b>	<b>Bidder's Offer</b>	<b>Compliant</b>
	Station installation work	To include all grounds preparation, tower installation, shelter installation and cable and equipment installation, and install all necessary systems including Earthing systems (Building earth, system earth and tower earth).		
	Partial Provisional Acceptance.	The supplier should provide a report following this test to the Purchaser indicating the results of the test and providing a detailed list of hardware installed at the site with the Serial Numbers of each equipment/antenna/device/etc.		
	Client Spectrum Monitoring software/workstation	Spectrum Monitoring software/workstation compatible with the ITU SMS4DC. Minimum Specifications for the workstations: Windows 7 64 bits processor Core i7 2 X 8 GB RAM 1 TB HDD English 32 Inch screen (LED type) Office 2013 for Business (English) 1 set of Speakers 1 set of Headphones Keyboard & mouse		

## 4. Inspections and Tests

The following inspections and tests shall be performed as per the Supplier test and inspection procedures supplied in the Related Services Schedule:

- System Integration Tests
- Partial Provisional Acceptance, and Startup
- Factory Acceptance Test
- Final acceptance Tests

### 4.1 System Integration Tests

System Integration Tests should include and not limited to:

- 1- Connection to the remote sites from MCC and controlling the equipment on each site
- 2- Retrieve Radio Frequency (RF) spectrum traces
- 3- Direction finding and triangulation over digital maps using Fixed, mobile and transportable sites at the same time
- 4- Remote Audio listening
- 5- Antenna switching capabilities
- 6- Remotely setting the parameters of remote equipment, such as: frequency, modulation, filters, integration time, bandwidth, etc.
- 7- Schedule un-attended measurements such as frequency, level, Occupancy, Bandwidth, etc. and retrieve the measurements at MCC, analyze and store the results on the measurement server.
- 8- Search measurements on the server and generate reports

### 4.2 Partial Provisional Acceptance, and Startup

The Partial Provisional Acceptance and Startup test should be performed for each station (FMS –Type 1) as per Supplier's procedures, the test should include and limited to:

- 1- Connection to the local site using the supplied spare laptop and controlling all the equipment of the site
- 2- Retrieve Radio Frequency (RF) spectrum traces
- 3- Direction finding, single Line Of Bearings over digital maps
- 4- Remote Audio listening
- 5- Antenna switching capabilities

- 6- Remotely setting the parameters of remote equipment, such as: frequency, modulation, filters, integration time, bandwidth, etc.
- 7- Schedule un-attended measurements such as frequency, level, Occupancy, Bandwidth, etc. and retrieve the measurements.
- 8- Test the UPS units

#### **4.3 Factory Acceptance Test**

Factory Acceptance Test should be provided at the Manufacturer or Supplier's country and according to the Supplier's procedures to demonstrate that the proposed equipment meet or exceed the Client's specifications. The test should include and not be limited to:

- 1- Local Control of similar equipment to the ones proposed by the Supplier, such as the Receivers/analyzer and Direction Finding Equipment.
- 2- Demonstration on the Spectrum Monitoring Software to be supplied under this contract including the remote control of the spectrum monitoring equipment and showing Direction Finding Information over digital maps.
- 3- Demonstrating the Supplied software has an interface to the ITU SMS4DC application.

#### **5.4 Final acceptance Tests**

The Final Acceptance Test should be done according to the Supplier's provided procedures, after all the stations are installed and the Provisional Acceptance Test has been done. The Final Acceptance Test should include and not limited to:

- 1- Functional Tests for each FMS type 1 similar the Provisional Acceptance Test
- 2- System Integration Tests, to test the whole system from MCC
- 3- Test the Server's UPS unit
- 4- Test the Backup System
- 5- Test the Workstations' UPS system
- 6- Test all supplied communications systems including the VPN link
- 7- Test the Audio Networks between the Remote Sites and the MCC

## **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) “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.
  - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) “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.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “GCC” means the General Conditions of Contract.
  - (g) “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.
  - (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
  - (j) “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.
  - (k) “SCC” means the Special Conditions of Contract.

(l) “Sub-Supplier” 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.

(m) “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.

(n) “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 Myanmar Anti - Corruption Law (Pyidaungsu Hluttaw , Law No. 23, 2013).

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 Non waiver

(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 Sub-Suppliers shall have the nationality of an eligible country. A Supplier or Sub-Supplier 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 Purchaser 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 Supplier 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 Purchaser’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 Purchaser’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 Sub-Suppliers 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 Sub-Suppliers to permit, the Purchaser and/or persons appointed by the Purchaser 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 Purchaser if requested by the Purchaser. The Supplier's and its Sub-Suppliers 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 Purchaser's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.

- 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 Sub-Supplier such documents, data, and other information it receives from the Purchaser to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier 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 Sub-Supplier, 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 Sub-Supplier, 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 Sub-Suppliers 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 any0 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 sub-Suppliers 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**  
**Corrupt and Fraudulent Practices**

## 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.

<b>GCC 1.1(i)</b>	The Purchaser's country is: The Republic of the Union of Myanmar
<b>GCC 1.1(j)</b>	The Purchaser is: Posts and Telecommunications Department (PTD), Ministry of Transport and Communications (MOTC)
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are: final destination (Project Site) <b>specified in the BDS.</b>  Final Destination shall be the respective sites where the equipment will be installed.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. DDP to final destination
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <i>2010</i>
<b>GCC 5.1</b>	The language shall be: <i>English</i>

<p><b>GCC 8.1</b></p>	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Director General          Posts and Telecommunications Department,          Ministry of Transport and Communications          Office Building No. 2          City: Naypyitaw          Zip Code: 15011          Country: The Republic of the Union of Myanmar</p>
<p><b>GCC 9.1</b></p>	<p>The governing law shall be the law of: <b>The Republic of the Union of Myanmar</b></p>
<p><b>GCC 10.2</b></p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="text-align: center;">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>
<p><b>GCC 13.1</b></p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fax or e-mail the full details of the shipment, including contract name, description of goods, quantity, the vessel, bill of lading number and date, port of loading, date of shipment, port of discharge for transportation from abroad and for inland transportation. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p>

	<ul style="list-style-type: none"> <li>(i) copies of the Supplier’s invoice showing the description of the goods, the quantities, and the total amount; in agreement with the Price Schedules.</li> <li>(ii) original and <u>two</u> copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and <u>onecopy</u> of the nonnegotiable bill of lading;</li> <li>(iii) copies of the packing list identifying contents of each package;</li> <li>(iv) insurance certificate;</li> <li>(v) Manufacturer’s or Supplier’s warranty certificate;</li> <li>(vi) inspection certificate, issued by the nominated inspection agency if applicable, and the Supplier’s factory inspection and test report; and</li> <li>(vii) certificate of origin.</li> </ul> <p>The above documents shall be received by the Purchaser at least two weeks before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>Note: the Supplier is wholly responsible for the delivery of the goods to their final destinations at each site and of its subsequent handling until delivery of the installed and tested system takes place. Therefore, the above documentary requirements shall not be construed as any relief of such Supplier’s responsibilities.</p> <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> <p><u>For Goods offered from within the Purchaser’s country</u> The same requirements as for goods from abroad, with the proviso that the shipping documents shall be the appropriate for the transportation of the goods to the sites internally within the country, and that there will be no need for any custom clearance procedures.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
<b>GCC 16.1</b>	<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><b>Payment will be made through Direct</b></p> <p><b>Payment to the Suppliers account.</b></p>

	<ul style="list-style-type: none"><li>(i) On Shipment: Seventy percent (70%) of the DDP amounts of each Component of the equipment shipped on submission of claim for payment and supporting documents as described in GCC13.1 above</li><li>(ii) Twenty percent (20%) upon completion of installation. Installation completion shall be certified by the Purchaser Project Director or authorized competent person</li><li>(iii) On Final Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within forty five (45) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</li></ul>
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<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days upon submission of documents specified in GCC Clause 12.</p> <p>The interest rate that shall be applied is 0.25% per month of unpaid portion of the invoice value.</p>
<b>GCC 18.1</b>	<p>A Performance Security <i>shall be required</i></p> <p>Ten (10%) percent of the Contract Price</p>
<b>GCC 18.3</b>	<p>the Performance Security shall be in the form of : <i>a Demand Guarantee</i></p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: <i>forty-five (45) days after the Final Acceptance Test</i> supported by the acceptance certificate issued by the Purchaser.</p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p style="padding-left: 40px;">Documents listed in GCC 13.1  Airway Bill ( Original and two copies)  Certificate of Origin( Original and two copies)  Insurance Certificate ( Original and two copies)  Packing List ( Original and two copies)  Commercial Invoice ( Original and two copies)  Manufacturer's Warranty Certificate ( Original and two copies)</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms, include marine and local insurance.</p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the</p>

	Incoterms.
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <p>Incidentals to be provided under this contract are defined in the BDS, including:</p> <ol style="list-style-type: none"> <li>1- Factory Inspection Test</li> <li><del>2- Factory Training</del></li> <li>3- Site Training</li> <li>4- Installation and integration of supplied components and items</li> <li>5- Final Acceptance Test</li> <li>6- Warranty and service</li> <li>7- Fixed Sites Selection</li> <li>8- Documentations and Manuals</li> <li>9- Licensing of the equipment</li> <li>10- Custom clearance, loading and unloading of equipment</li> </ol>
<b>GCC 26.1</b>	<p>the Contractor shall prepare, or cause its Sub-contractor to prepare, in accordance with the Schedule of Requirements Section 4 , and present to the Project Manager the following test procedures:</p> <p style="padding-left: 40px;">System Integration Tests  Partial Provisional Acceptance, and Startup  Factory Acceptance Test  Final acceptance Tests</p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at:</p> <ol style="list-style-type: none"> <li>1- Naypyitaw for the remote control of FMS</li> <li>2- In Magway, Mawlamyaing and Muse for the tests related to the FMS in each location</li> </ol>
<b>GCC 26.3</b>	<p>The Supplier shall bear the traveling, board and lodging expenses incurred in connection with the attendance of the Purchaser or its designated representatives at the Factory acceptance test.</p>
<b>GCC 27.1</b>	<p>The liquidated damage shall be: 0.1 per cent of the contract per week</p> <p>Maximum deduction for liquidated damages:10% of the Contract Price</p> <p>The above rate and maximum apply to the price of the part of the Facilities, as quoted in the Price Schedule, for that part for which the Supplier fails to achieve Provisional Acceptance within the particular Time for Completion.</p>
<b>GCC 27.1</b>	<p>The maximum amount of liquidated damages shall be: 10%</p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: 18 months after final acceptance of the whole system.</p>

	<p>During the warranty period, the Supplier must take appropriate actions to provide the necessary technical support to rectify any potential problem within 48 hours of the request. If the issue is not resolved within 48 hours, the supplier shall expedite technical personnel to the site, to provide onsite support and problem resolution.</p> <p>The warranty shall cover, on top of the Supplier standard warranty, the following items:</p> <ol style="list-style-type: none"> <li>1- The removal of defected component or item</li> <li>2- The shipping of the defected component or item DDP to the repair center defined by the Supplier</li> <li>3- The repair/calibration of the defected component or item</li> <li>4- The shipping of the repaired component or item DDP to the same location where it was operating</li> <li>5- The installation/mounting/integration of the repaired component or item</li> <li>6- The testing of the repaired component or item</li> </ol> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 18 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption 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> <ol style="list-style-type: none"> <li>(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,</li> </ol> <p><b>Or</b></p> <ol style="list-style-type: none"> <li>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the price of the part of the Facilities, as quoted in the Price Schedule, for that part for which the Supplier fails to achieve Provisional Acceptance within the particular Time for Completion.</li> </ol>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <i>60</i> days.

## 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

## APPENDICES

Appendix 1 - Time Schedule

Appendix 2 - List of Documents for Approval or Review

Appendix 3 – List Of Quantities

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

### Option 1: (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]*),<sup>1</sup> 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

<sup>1</sup> *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.*

<sup>2</sup> *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.

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*[signature(s)]*

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

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*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]*<sup>1</sup> 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.

---

<sup>1</sup> *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.*



## **Appendix 1. Time Schedule**

In preparing this Program, the Bidder shall adhere to the Time(s) for Achievement given in the Table of Milestones and Deliveries of the current Appendix 1 or give its reasons for not adhering thereto.

The Table sets the main project events in a chronological sequence. Shipment and delivery of the Equipment, Provisional Acceptance and Final Acceptance must follow the time requirements established in the column(s) to the right. The time limits, Relative to the Effective Date of the Contract (REDC) are to be interpreted as firm. The dates related to shipment are normally declared in the Shipping Documents. However, other delivery dates are related to site deliveries (i.e., a subsystem that has successfully undergone the Acceptance and Startup Program, a set of Technical Reports and Documents delivered physically or electronically to the Buyer's offices, etc.)

in the form of a bar chart, showing how and the order in which it intends to perform the Contract, showing how its own delivery plan meets the requirements of this Appendix and showing the key events requiring action or decision by the Employer. The Bidder shall bear in mind that the timing precedence rules set out here below impose conditions on the achievement of the deliveries (e.g., the Design Review Meeting and the Factory Acceptance Tests must have been completed for the Purchaser to recognize any equipment or software. Within the constraints set in the Table of Milestones and Deliveries, the Bidder shall include in its bid a detailed program, normally shipments).

**TABLE OF MILESTONES AND DELIVERIES**

<b>Milestone/Delivery</b>	<b>Times for achievement, REDC</b>
Design Review Meeting	$t_0 < 1$ month, $t_0$ $t_1$
Factory Training Factory Acceptance Tests Test Plan Test Procedure	$t_1$ $t_2$ $t_1$ $t_2$ $t_1$ - 2 weeks $t_1$ - 1 week
Shipment of the Equipment	$t_2 < 6$ months, $t_2 < t_3$
Installation Management and Control Centre (MMC) Fixed Monitoring Station Mobile Monitoring Station	$t_3 < 8$ months
Installation check-up Check-up Plan Check-up Procedure	$t_3 < t_4$ $t_3$ - 3 weeks $t_3$ - 1 week
Training and Manuals Manuals On-site training General Purpose, at other organizations	month 7 months 9 to 11
Initial Tests	$t_4 < 10$ months
Start-up	$t_5 < t_6$
Provisional Acceptance Test Plan Test Procedure	$t_6 < 11$ months $t_6$ - 3 weeks $t_6$ - 1 week
Final Acceptance Test Plan Test Procedure	$t_7 < 12$ months $t_7$ - 3 weeks $t_7$ - 1 week
Warranty Period)	Months 13 to 24
Operation and Maintenance Support	Months 13 to 36

## **Appendix 2. List of Documents for Approval or Review**

Pursuant to GCC 26.1, the Contractor shall prepare, or cause its Sub-contractor to prepare, in accordance with the Schedule of Requirements Section 4, and present to the Project Manager the following documents for:

A. Approval

1. Test Plans and procedures
2. Test results and protocols related to Factory Acceptance Tests, Provisional Acceptance Tests and Final acceptance Tests.

B. Review

1. Design Documents for the Design review Meeting
2. Project progress and status monthly reports.

## Form of the Procedures for the Partial Provisional Acceptance Tests

Date: \_\_\_\_\_

### Contract: Spectrum Monitoring System Project

Site Information	
Station Type	<i>[Insert FMS Type I, or FMS Type II, MMS Type A, etc.]</i>
City	<i>[Insert the city where the site is located]</i>
Latitude (DDMMSS)	<i>[Insert the coordinates of the site if applicable]</i>
Longitude (DDDMMSS)	<i>[Insert the coordinates of the site if applicable]</i>

The following table “Equipment Information Installed at the site” should be provided for each site.

Equipment Information Installed at the site			
ID (reference to schedule)	Part Number	Description	Serial Number

*For each step of the provisional or final acceptance tests, the following table and signatures should be provided.*

Procedure Step Information	
Title	
Components targeted	<i>[List of equipment to be tested]</i>
Description/Settings	<i>[Settings of the instruments involved in this step]</i>
Expected Results	
Results (Pass/Fail)	

 \_\_\_\_\_  
 For and on behalf of the Purchaser

 \_\_\_\_\_  
 For and on behalf of the Purchaser

 \_\_\_\_\_  
 Date (DD-MM-YYYY)

## Form of the Procedures for the Final Acceptance Tests

Date: \_\_\_\_\_

### Contract: Spectrum Monitoring System Project

Site Information	
Station Type	<i>[Insert FMS Type I, or FMS Type II, MMS Type A, etc.]</i>
City	<i>[Insert the city where the site is located]</i>
Latitude (DDMMSS)	<i>[Insert the coordinates of the site if applicable]</i>
Longitude (DDDMMSS)	<i>[Insert the coordinates of the site if applicable]</i>

*For each step of the provisional or final acceptance tests, the following table and signatures should be provided.*

Procedure Step Information	
Title	
Components targeted	<i>[List of equipment to be tested]</i>
Description/Settings	<i>[Settings of the instruments involved in this step]</i>
Expected Results	
Results (Pass/Fail)	

 \_\_\_\_\_  
 For and on behalf of the Purchaser

 \_\_\_\_\_  
 For and on behalf of the Purchaser

 \_\_\_\_\_  
 Date (DD-MM-YYYY)



## Form of the Procedures for the System Integration Tests

Date: \_\_\_\_\_

### Contract: Spectrum Monitoring System Project

*For each step of the System Integration Tests, the following table and signatures should be provided.*

Procedure Step Information	
Title	
Components targeted	<i>[List of equipment to be tested]</i>
Description/Settings	<i>[Settings of the instruments involved in this step]</i>
Expected Results	
Results (Pass/Fail)	

\_\_\_\_\_  
For and on behalf of the Purchaser

\_\_\_\_\_  
For and on behalf of the Purchaser

\_\_\_\_\_  
Date (DD-MM-YYYY)

## Form of Provisional or Final Acceptance Certificate

Date: \_\_\_\_\_

### Contract: Spectrum Monitoring System Project

To *[Name and address of Contractor]*

Dear Officers of the Contractor,

Pursuant to SCC Sub-Clause 26.1 (Provisional or Final Acceptance) of the Special Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, for the design, execution and acceptance of the **Spectrum Monitoring System Project** and of the associated training, support and warranty services that the Contractor will deliver to the Employer by virtue of the Contract:

We hereby notify you that the Acceptance Tests established by the Technical Specifications in Section VII of the Contract in respect of the Components or Items of the Contract Price Schedules described below were satisfactorily attained on the date specified below.

1. Description of the Component and Items: *[description]*
2. Date of Provisional or Final Acceptance: *[date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities and Services in accordance with the Contract nor of your obligations during the Warranty Period.

Very truly yours,

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)



## Change Order Procedures

Date: \_\_\_\_\_

### CONTENTS

1. General
2. Change Order Log
3. References for Changes

### ANNEXES

- Annex 4 Request for Change Proposal
- Annex 5 Estimate for Change Proposal
- Annex 6 Acceptance of Estimate
- Annex 7 Change Proposal
- Annex 8 Change Order
- Annex 9 Pending Agreement Change Order
- Annex 10 Application for Change Proposal

## **Change Order Procedure**

### **1. General**

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GCC Clause 33 (Change Orders and Contract Amendments) of the General Conditions of Contract.

### **2. Change Order Log**

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 11. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

### **3. References for Changes**

- (1) Request for Change as referred to in GCC Clause 33 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GCC Clause 33 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GCC Clause 33 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GCC Clause 33 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GCC Clause 33 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

## Annex 4. Request for Change Proposal

(Employer's Letterhead)

To: *[Contractor's name and address]*

Date: \_\_\_\_\_

Attention: *[Name and title]*

### **Contract: Spectrum Monitoring System Project**

Contract Number: *[Contract number]*

Dear Officers of the Contractor

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[number]* days of the date of this letter.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Number]*
3. Originator of Change: Employer: *[Name]*  
Contractor (by Application for Change Proposal No. *[Number]*)
4. Brief Description of Change: *[Description]*
5. Facilities and/or Component or Item No. of equipment or service related to the requested Change: *[Description]*
6. Reference drawings and/or technical documents for the request of Change:  

<u>DrawingNo./DocumentNo.</u>	<u>Description</u>
7. Detailed conditions or special requirements on the requested Change: *[Description]*
8. General Terms and Conditions:
  - (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
  - (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.

- (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

---

(Employer's Name)

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(Signature)

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(Name of signatory)

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(Title of signatory)

## Annex 5. Estimate for Change Proposal

(Contractor's Letterhead)

To:

Director General  
 Posts and Telecommunications Department  
 Office Building No. 2, Naypyitaw, Zip Code: 15011  
 The Republic of the Union of Myanmar

Attention: *[Name and title]*

### Contract: Spectrum Monitoring System Project

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GCC Clause 33 of the General Conditions of Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 33, is required before estimating the cost for change work.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Number]*
3. Brief Description of Change: *[Description]*
4. Scheduled Impact of Change: *[Description]*
5. Cost for Preparation of Change Proposal, in the Currency of the Contract: *[Cost]*

(a) Engineering		(Amount)
(i) Engineer	_____ hrs x _____ rate/hr =	_____
(ii) Draftsperson	_____ hrs x _____ rate/hr =	_____
Sub-total	_____ hrs	_____
Total Engineering Cost		_____
(b) Other Cost		_____
Total Cost (a) + (b)		_____

\_\_\_\_\_  
 (Contractor's Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name of signatory)

\_\_\_\_\_  
 (Title of signatory)



## **Annex 6. Acceptance of Estimate**

(Employer's Letterhead)

To: *[Contractor's name and address]*

Date: \_\_\_\_\_

Attention: *[Name and title]*

**Contract: Spectrum Monitoring System Project**

Contract Number: *[Contract number]*

Dear Officers of the Contractor

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Request number/revision]*
3. Estimate for Change Proposal No./Rev.: *[Proposal number/revision]*
4. Acceptance of Estimate No./Rev.: *[Estimate number/revision]*
5. Brief Description of Change: *[Description]*
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 33 of the General Conditions of Contract.

---

(Employer's Name)

---

(Signature)

---

(Name and Title of signatory)

## Annex 7. Change Proposal

(Contractor's Letterhead)

To:

Director General  
Posts and Telecommunications Department  
Office Building No. 2, Naypyitaw, Zip Code: 15011  
The Republic of the Union of Myanmar

### Contract: Spectrum Management System Project

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. *[Number]*, we hereby submit our proposal as follows:

1. Title of Change: *[Name]*
2. Change Proposal No./Rev.: *[Proposal number/revision]*
3. Originator of Change: Employer: *[Name]*  
Contractor: *[Name]*
4. Brief Description of Change: *[Description]*
5. Reasons for Change: *[Reason]*
6. Facilities and/or Item No. of Equipment related to the requested Change: *[Facilities]*
7. Reference drawings and/or technical documents for the requested Change:

<u>Drawing/DocumentNo.</u>	<u>Description</u>
----------------------------	--------------------

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:

(Amount)

- |   |       |
|---|-------|
| (a) Direct material                     | _____ |
| (b) Major construction equipment        | _____ |
| (c) Direct field labor (Total ____ hrs) | _____ |
| (d) Subcontracts                        | _____ |

(e) Indirect material and labor \_\_\_\_\_

(f) Site supervision \_\_\_\_\_

(g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ Hrs	_____

(h) Extraordinary costs (computer, travel, etc.) \_\_\_\_\_

(i) Fee for general administration, \_\_\_\_\_ % of Items \_\_\_\_\_

(j) Taxes and customs duties \_\_\_\_\_

Total lump sum cost of Change Proposal \_\_\_\_\_

*[Sum of items (a) to (j)]*

Cost to prepare Estimate for Change Proposal \_\_\_\_\_

*[Amount payable if Change is not accepted]*

9. Additional time for Completion required due to Change Proposal

10. Effect on the Provisional or Final Acceptance tests and instances

11. Effect on the other terms and conditions of the Contract

12. Validity of this Proposal: within *[Number]* days after receipt of this Proposal by the Employer

13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within *[Number]* days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

(c) Contractor's cost for preparation of this Change Proposal:<sup>2</sup>

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<sup>2</sup> Specify where necessary.

**(Note)** *This cost shall be reimbursed by the Employer in case of Employer's withdrawal or rejection of this Change Proposal without default of the Contractor in accordance with GCC Clause 33 of the General Conditions of Contract.*

---

(Contractor's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

## Annex 8. Change Order

(Employer's Letterhead)

To: *[Contractor's name and address]*

Date: \_\_\_\_\_

Attention: *[Name and title]*

### Contract: Spectrum Monitoring System Project

Contract Number: *[Contract number]*

Dear Officers of the Contractor

We approve the Change Order for the work specified in the Change Proposal (No. *[Number]*), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GCC Clause 33 of the General Conditions of Contract.

1. Title of Change: *[Name]*
2. Change Request No./Rev.: *[Request number/revision]*
3. Change Order No./Rev.: *[Order number/revision]*
4. Originator of Change: Employer: *[Name]*  
Contractor: *[Name]*

5. Authorized Price:

Ref. No.: *[Number]*

Date: *[Date]*

Foreign currency portion *[Amount]* plus Local currency portion *[Amount]*

6. Adjustment of Time for Completion

None

Increase *[Number]* days

Decrease *[Number]* days

7. Other effects, if any

Authorized by: \_\_\_\_\_  
(Employer)

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
(Contractor)

Date: \_\_\_\_\_

## Annex 9. Pending Agreement Change Order

(Employer's Letterhead)

To: *[Contractor's name and address]*  
Attention: *[Name and title]*

Date: \_\_\_\_\_

### **Contract: Spectrum Monitoring System Project**

Contract Number: *[Contract number]*

Dear Officers of the Contractor

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 33 of the General Conditions of Contract.

1. Title of Change: *[Name]*
2. Employer's Request for Change Proposal No./Rev.: *[Number/revision]* dated: *[Date]*
3. Contractor's Change Proposal No./Rev.: *[Number/revision]* dated: *[Date]*
4. Brief Description of Change: *[Description]*
5. Facilities and/or Item No. of equipment related to the requested Change: *[Facilities]*
6. Reference Drawings and/or technical documents for the requested Change:  

<u>Drawing/DocumentNo.</u>	<u>Description</u>
----------------------------	--------------------
7. Adjustment of Time for Provisional Acceptance or Final Acceptance:
8. Other change in the Contract terms:
9. Other terms and conditions:

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

## **Annex 10. Application for Change Proposal**

(Contractor's Letterhead)

To:

Director General  
Posts and Telecommunications Department  
Office Building No. 2, Naypyitaw, Zip Code: 15011  
The Republic of the Union of Myanmar

### **Contract: Spectrum Monitoring System Project**

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *[Name]*
2. Application for Change Proposal No./Rev.: *[Number/revision]*                      dated: *[Date]*
3. Brief Description of Change: *[Description]*
4. Reasons for Change:
5. Order of Magnitude Estimation (in the currencies of the Contract):
6. Scheduled Impact of Change:
7. Effect on Functional Guarantees, if any:
8. Appendix:

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(Contractor's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

