

**REPUBLIC OF THE UNION OF MYANMAR  
MINISTRY OF CONSTRUCTION  
DEPARTMENT OF BRIDGE**

**DETAILED DESIGN STUDY ON  
THE BAGO RIVER BRIDGE  
CONSTRUCTION PROJECT**

**FINAL REPORT ATTACHMENTS**

**VOLUME V DRAFT TENDER DOCUMENT**

**PACKAGE 3**

**Volume - I**

**Part 1 Bidding Procedures**

**Part 2 Works Requirements**

**Part 3 Conditions of Contract & Contract Forms**

**DECEMBER 2017**

**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)**

**NIPPON KOEI CO., LTD.**

**ORIENTAL CONSULTANTS GLOBAL CO., LTD.**

**METROPOLITAN EXPRESSWAY COMPANY LIMITED.**

**CHODAI CO., LTD.**

**NIPPON ENGINEERING CONSULTANTS CO., LTD.**

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**Part 1 Bidding Procedures**

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**Section - I • Instructions to Bidders (ITB)****Section - II • Bid Data Sheet (BDS)****Section - III • Evaluation & Qualification Criteria (EQC)****Section - IV • Bidding Forms (BF)**

- letter of technical Bid
- Letter of Price Bid
- Schedule of Adjustment Data (Refer to **Volume II** )
- Bill of Quantities (Refer to **Volume II** )
- Technical Proposal
  - Form PER - 1: Proposed Personnel
  - Form PER - 2: Resume of Proposed Personnel
  - Form EQU: Equipment
- Bidders Qualifications
  - Form ELI – 1: Bidder Information Form
  - Form – 2: Bidder’s Party Information Form
  - Form CON: Historical Contract non-Performance
  - Form FIN - 1: Financial Statement
  - Form FIN - 2: Average Annual Construction Turnover
  - Form FIR - 1:
  - Form FIR - 2:
  - Form EXP - 1:
  - Form EXP - 2(a): Specific Construction Experience
  - Form EXP - 2(b): Construction Experience in Key Activities
  - Form ACK: Acknowledgement of Compliance

**Section - V • Eligible Source Countries**

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**Part 2 Works requirements**

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**Section - VI • Works Requirements**

- Specifications (refer to **Volume III** )
- Drawings (refer to **Volume IV** )
- Supplementary Information (refer to **Volume V** )

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**Part 3 Conditions of Contract & Contract Forms**

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**Section - VII • General Conditions (GC)****Section - VIII • Particular Conditions (PC)**

- Part A - Contract Data
- Part B - Specific Provisions

**Section - IX • Annex to the Particular Conditions**

- Letter of Acceptance
  - Contract Agreement
  - Performance Security
  - Advance Payment Security
  - Retention Money Security
  - Personnel Dispatch Agreement
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Ministry of Construction



The Republic of the Union of Myanmar



# **BAGO RIVER BRIDGE CONSTRUCTION PROJECT**

## **BIDDING DOCUMENTS**

**FOR**

### **PACKAGE 3**

### **Volume - I**

**PART 1: BIDDING PROCEDURES**  
(SECTIONS I to V)

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# **PART 1 –Bidding Procedures**



# Section I. Instructions to Bidders

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## A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter called “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS** toward the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract for which these Bidding Documents are issued.
- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practice**
- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognise a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent

practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

- (c) will recognise a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognise the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognise a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor. If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

- 4. Eligible Bidders** 4.1 A Bidder may be a firm that is a single entity 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 JV, 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.

- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project 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. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
  - (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.
  - (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.
  - (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
- 4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a contract.
- 4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS**.

- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognised product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **B. Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which 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. Bid Data Sheet (**BDS**)
  - Section III. Evaluation and Qualification Criteria (**EQC**)
  - Section IV. Bidding Forms (**BF**)
  - Section V. Eligible Source Countries (**ESC**) of Japanese ODA Loans
- Part 2 Works Requirements**
- Section VI. Works Requirements (**WR**)
- Part 3 Conditions of Contract and Contract Forms**
- Section VII. General Conditions (**GC**)
  - Section VIII. Particular Conditions (**PC**)
  - Section IX. Annex to the Particular Conditions - Contract Forms (**CF**)
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer 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 and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer 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 Employer 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 Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer 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 Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may 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 Employer 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 Employer, 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 in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bids**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security, in accordance with ITB 19;
  - (c) alternative bids, if permissible, in accordance with ITB 13
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (f) Technical Proposal in accordance with ITB 16;
  - (g) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK),



which shall be signed and dated by the Bidder's authorized representative.

(h) Any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

(a) Letter of Bid;

(b) completed Price Schedules, in accordance with ITB 12 and 14;

(c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;

(d) Any other document **required in the BDS**.

11.4 In addition to the requirements under ITB 11.2, 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.

## 12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, 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.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Works Requirements.

## 14. Bid Prices and

14.1 The prices and discounts (including any price reduction) quoted

- Discounts** by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, 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.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Letter of Price 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 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the contract price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency

requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 15.3 The foreign currency requirements generally include the following:
- (a) expatriate staff and labour employed directly on the Works;
  - (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel expenses;
  - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
  - (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
  - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
  - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

**16. Documents  
Comprising the  
Technical  
Proposal**

- 16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

**17. Documents  
Establishing the  
Qualification of  
the Bidder**

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the

Employer not later than fourteen (14) days after the date of the Invitation for Bids.

**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 Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity 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, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
  - (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 Technical Bid, a Bid Security in the amount and currency **specified in the BDS**.
- 19.2 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 source country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer'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 Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. 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.

- 19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 19.4 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.
- 19.5 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.
- 19.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41; or
    - (ii) furnish a Performance Security in accordance with ITB 42.
- 19.7 The Bid Security of a JV shall 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 shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.4.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark them "ORIGINAL – TECHNICAL BID" and "ORIGINAL – PRICE BID". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of 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 initialled 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 initialled 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 of the Technical Bid, the original of the Price Bid, each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL – TECHNICAL BID”, “ORIGINAL – PRICE BID”, “COPY – TECHNICAL BID”, “COPY – PRICE BID”, and “ALTERNATIVE”, as appropriate. 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 Employer in accordance with ITB 22.1; and
  - (c) bear the specific identification of this bidding process specified in BDS 1.1
- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer, in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer 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 Employer at the address and no later than the date and time **specified in the BDS**.
- 22.2 The Employer 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 Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

##### **23. Late Bids**

- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer 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 – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization 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 ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB22.
- 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 Letters of Technical Bid and Price Bid or any extension thereof.

**25. Bid Opening**

- 25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical 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. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening in accordance with ITB 25.7.
- 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. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Bids.
- 25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.
- 25.4 Next, outer envelopes marked “MODIFICATION” shall be opened.

No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the presence or absence of a Bid Security; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals and the presence or absence of a Bid Security. 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.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.1 All envelopes containing Price Bids shall be opened one at a time, reading out:



- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, including any discounts and alternative Bids; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 25.1 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative Bids. 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 communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids 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 a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

#### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

#### **28. Deviations,**

- 28.1 During the evaluation of Bids, the following definitions apply:

- Reservations, and Omissions**
- (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. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Security; and
  - (d) Technical Proposal in accordance with ITB 16;
- 30. Qualification of the Bidder**
- 30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant ITB 17.
- 30.3 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 if the assessment of the Bidder’s qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.
- 31. Determination of Responsiveness of Technical Bid**
- 31.1 The Employer’s determination of a Technical Bid’s responsiveness is to be based on the contents of the Bids itself, as defined in ITB 11.2.
- 31.2 A substantially responsive Technical 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 Works specified in the Contract, or
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

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

### **32. Nonmaterial Nonconformities**

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

32.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Technical Bid is substantially responsive, the Employer 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. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

### **33. Correction of Arithmetical Errors**

33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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.
- 33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**
- 35. Subcontractors** 35.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.
- 35.3 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.
- 36. Evaluation of Price Bids** 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 36.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB

- 34;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;
  - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
- 36.3 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.
- 36.4 If these Bidding Documents allow 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 Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 37. Comparison of Bids**      37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.
- 38. Employer's Right to Accept Any Bid, and Right to Reject Any or All Bids**      38.1 The Employer 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

- 39. Award Criteria**      39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award**      40.1 Prior to the expiration of the period of Bid validity, the Employer 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 Employer will pay the Contractor in consideration of the execution and completion of the Works

- (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who submitted a Bid;
  - (b) Bid Prices as read out at Bid Opening;
  - (c) name and address of the successful Bidder;
  - (d) name and address of supplier; and
- award date and amount of the contract.
- 40.3 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 40.4 After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.
- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer 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 Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or another form acceptable to the Employer. 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 Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country.
- 42.2 Failure of the successful Bidder to submit the abovementioned 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 Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : Not Applicable since there was no prequalified nor short listed Contractors
<b>ITB 1.1</b>	The Employer is Department of Bridge, Ministry of Construction, the Government of the Republic of the Union of Myanmar (the Employer)
<b>ITB 1.1</b>	The name, identification and number of the contract(s) comprising this ICB is: Name : Bago River Bridge Construction Project- Package 3  Identification : BRBP-P3  Contract No : DOB/BAGO/CONTRACTOR (MY-P16)/003
<b>ITB 1.1</b>	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Letter of Price 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.
<b>ITB 2.1</b>	The Borrower is the Government of the Republic of the Union of Myanmar
<b>ITB 2.1</b>	The number of the Loan Agreement is MY-P16 The amount of a Japanese ODA Loan is 31.051 billion Yen for Packages 1 to 3 The signed date of the Loan Agreement is 01 March 2017
<b>ITB 2.1</b>	The name of the Project is Bago River Bridge Construction Project: Package 3
<b>ITB 2.2</b>	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
<b>ITB 3.1(c)</b>	A list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>ITB 4.5</b>	This bidding is not subject to prequalification.
<b>ITB 5.2</b>	Bidders are encouraged to make the best use of local products, manufactured or fabricated in accordance with the specified industrial standards, in the Works. However, Bidders have freedom to select import products as far as they have their origin in any of the eligible source countries indicated in Part 1, Section V. Eligible Source Countries.
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Employer's address is: Attention: Department of Bridge, Ministry of Construction,

	<p>Building No.11, Ministry of Construction, Naypyidaw, Myanmar,          Tel: +95-67-407069          Electronic mail address:          mrshwelay@gmail.com          khinmaungswedde@gmail.com          bridgesection.moc1@gmail.com</p>
<b>ITB 7.1</b>	<p>Responses to any request for clarification, if any, will be published on the Employer's web page.  <a href="http://www.construction.gov.mm">http://www.construction.gov.mm</a></p>
<b>ITB 7.4</b>	<p>A site visit will be organized by the Employer at the following date, time and place: Date: <b>10 January 2018</b>          Time: <b>09:00hrs</b>          Place: <b>Bridge Special Unit 11, Thaketa Township, Yangon</b>          Bidders are <u>advised to attend</u> the official site visit; however, the Employer will not be responsible for the costs and expenses incurred by the bidders for it.          A Pre-bid meeting will take place at the following date, time and place:          Date: <b>10 January 2018</b>          Time: <b>14:00hrs</b>          Place: <b>Bridge Special Unit 11, Thaketa Township, Yangon</b></p>
<b>ITB 8.2</b>	<p>Addenda, if any, will be published on the Employer's web page.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is English</p>
<b>ITB 11.2 (h)</b>	<p>The Bidder shall submit with its Technical Bid the performance specifications and other useful information of:</p> <ul style="list-style-type: none"> <li>• Copy of the Taking-Over Certificate/Performance Certificate issued in respect of the project referred to under item 2.4.2 (a) of Section III - Evaluation and Qualification Criteria (EQC).</li> </ul>
<b>ITB 11.3 (d)</b>	<p>The Bidder shall submit with its Price Bid the following additional documents.</p> <ul style="list-style-type: none"> <li>• An electronic copy of the Priced Bill of Quantity in Microsoft Excel, ver. 2013, or compatible versions.</li> </ul>
<b>ITB 13.2</b>	<p>Alternative times for completion will not be permitted.</p>
<b>ITB 13.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: None.</p>
<b>ITB 14.7</b>	<p>In accordance with the Exchange of Notes between the Government of the Republic of the Union of Myanmar and the Government of Japan and relevant approvals and instructions given in the Republic of the Union of Myanmar, the Employer warrants that the Government of the Republic of the Union of Myanmar shall exempt:</p> <ul style="list-style-type: none"> <li>(a) Corporate income tax, including withholding tax, on Japanese companies operating as suppliers, contractors and/or consultants with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans;</li> <li>(b) Custom duties and other tax (commercial tax) on Japanese companies operating as suppliers, contractors and/or consultants with respect to the import and re-export of their own materials and equipment needed for the</li> </ul>



	<p>implementation of the Project;</p> <p>(c) Custom duties on Japanese companies operating as suppliers, contractors and/or consultants with respect to the import of materials and equipment needed for the implementation of the Project; and</p> <p>(d) Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Project.</p> <p>(Note: According to the Ministry of Finance in Myanmar, taxes on sub-contractors carrying out the implementation of Japanese ODA Loan projects cannot be exempted.)</p> <p>The Employer shall bear all commercial taxes imposed on Japanese companies operating as suppliers, contractors and/or consultants with respect to the products and/or services necessary for the implementation of the Project.</p> <p>The Commercial Tax shall be mentioned explicitly and included in tender price. The Employer shall pay the Commercial Tax to the suppliers, contractors and/or consultants regardless of their nationality. The suppliers, contractors and/or consultants shall pay those Commercial Taxes to the Internal Revenue Department. The Commercial Tax is levied on total contract amount including the portion performed by sub-contractors.</p>
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in Myanmar Kyat (MMK), the name of the currency of the Employer's country, and further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in Japanese Yen.</p>
<b>ITB 18.1</b>	The Bid validity period shall be 120 days.
<b>ITB 18.3 (b)</b>	<p>The Bid Price shall be adjusted by the latest factor for the local currency and foreign currency.</p> <p>The local currency shall be adjusted by the factor issued by Japan External Trade Organization (JETRO) and the foreign currency (Japanese Yen) shall be adjusted by the factor issued by Ministry of Internal Affairs, Japan and Communications Statistics Bureau, Japan.</p>
<b>ITB 19.1</b>	The amount and currency of the Bid Security shall be USD 500,000.
<b>ITB 19.2 (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 four (4).
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(1) Power of Attorney (duly signed by the legal representative of the Bidder); and</p> <p>(2) Certificate of Signature of the issuer of the said Power of Attorney.</p>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is :</p> <p>Attention: Bidding Clerk for Bago River Project, Department of Bridge, Ministry of Construction, Building No. 11, Ministry of Construction</p> <p>City: Naypyidaw Country: Myanmar</p> <p><b>The deadline for Bid submission is:</b> Date: <b>26 March 2018</b> Time: <b>10:30 a.m.</b></p>
<b>ITB 25.1</b>	<p>The opening of the Technical Bid shall take place at:</p> <p>Street Address: <b>Department of Bridge, Ministry of Construction, Building No. 11, Ministry of Construction</b></p> <p>City: <b>Naypyidaw</b> Country: <b>Myanmar</b> Date: <b>26 March 2018</b> Time: <b>04:00 p.m.</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 34.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is <b>Japanese Yen</b>.</p> <p>The source of exchange rate shall be the Central Bank of Myanmar.</p> <p>The date for the exchange rate (selling rate) shall be <b>28 days prior to the Bid opening</b>.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<b>ITB 43.1</b>	<p>This ITB 43.1 is a new article introduced exclusively for Bago River Bridge Construction Project to deal with a smooth transfer of modern construction technologies from the Contractor to the Employer.</p> <p>The Contractor is required to facilitate transfer of construction technologies to the Employer's professionals and general staffs nominated by the Employer.</p> <p>The Employer is desirous to achieve the transfer of modern construction technologies from the Contractor by means of a mission consisting of a group of its technical professionals and general staffs. The technology transfer shall take the form of a target-oriented training on a day-to-day basis for the Employer's professionals and general staffs whilst they participate in the actual execution the Works.</p> <p>All the Employer's professional and general staffs nominated and dispatched by the Employer shall be under control and management of the Contractor.</p>

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	<p>Within fifty-six (56) days after the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall enter into an agreement on the transfer of bridge construction technology through the Employer's participation to the execution and completion of the Works, using for that purpose the Personnel Dispatch Agreement Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or another form acceptable to the Employer.</p>
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## Section III. Evaluation and Qualification Criteria (Without Prequalification)

### 1. Evaluation

#### 1.1 Evaluation of Technical Bids

##### 1.1.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI, Works Requirements.

Evaluation method: Applying the method of evaluation with a scale of 100 points. Bids that receive technical evaluation points equal or more than 70% and each criteria 1 to 7 has point equal or more than 50% shall technically be qualified and Bids that have any evaluation sub-items not satisfying the requirement shall fail.

No.	Evaluation Item	Maximum Point
1	Site Organization	5.0
2	Method Statement	30.0
3	Mobilization Schedule	5.0
4	Construction Programme	20.0
5	Safety Plan	10.0
6	Personnel	20.0
7	Equipment	10.0
<b>Total</b>		100.0

Scoring will be made in accordance with the following criteria;

Evaluation Criteria	Score
Excellent	100% of max. point
Good	80% of max. point
Fair	65% of max. point
Average	50% of max. point
Not satisfying the requirement	0% of max. point

**Excellent:** Logical, feasible, reliable, efficient and suitable with the scope of the project, the construction method and natural conditions of the project site.

**Good:** Logical, feasible, reliable, suitable, but not highly efficient

**Fair:** Logical, feasible, reliable but not highly suitable

**Average:** Feasible, reliable but some are illogical

**Not satisfying the requirement:** Not feasible, unreliable or illogical at unacceptable level

##### 1.1.2 Site Organization

Bidders shall provide two (2) separate organizational charts and one (1) manning schedule for the Works as follows:

Head Office Organizational Chart

One (1) organizational chart shall be provided for the Bidder's head office indicating the management and staff structure, with responsible personnel/departments described for all aspects of the work. If the Bidder is a joint venture or uses subcontractors, an organizational chart shall be provided for the head office organization of each partner of the joint venture and of each subcontractor.

#### Site Organizational Chart

One (1) organizational chart shall be provided for the Bidder's proposed site organization indicating the proposed structure, staff members, and positions necessary to adequately manage and control the Site in compliance with Scope of Works and Specifications in Section IV.

### 1.1.3 Method Statement

(i) Bidders shall provide a Construction Method Statement in narrative form describing the methods by which the Bidder intends to execute, complete, and maintain the Works at least to meet the requirements specified in Specifications in particular technical characteristics and circumstances of the works.

(ii) The Construction Method Statement shall highlight the Bidder's perception of the major conditions and important areas of concern in the organization, construction, and completion of the Works.

The Construction Method Statement shall also indicate which elements of the Works the Bidder intends to carry out on the particular site. It should include following items:

- Layout Plan of Temporary Works, consisting of Site layout drawings, with enlargements as necessary
- Proposed access route to the Site (preparation works and clearance works) with special attention on the environmental aspect and archaeology such as the graveyards;
- Proposed location for the Contractor's facilities area, indicating the proposed layout of various facilities (offices, stores, storage areas, accommodation, Contractor's equipment areas, location of concrete/asphalt plant, etc.);
- Proposed access route to the Contractor's facilities area, indicating gates, fencing, etc., together with proposed temporary access roads and storage areas inside the Site indicating the work section that is to be accessed for each route;
- Temporary works associated with the borrow pit area; and
- Location of connection and description of the required temporary electric, water, telephone supplies, and the arrangement for drainage and sewage.

(iii) In its Construction Method Statement, the Bidder shall specifically address and fully explain the following list of items.

#### (1.) General Execution Plan

- General plan of site management
- General plan of utilization of the Site including the Contractor's working areas, mobilization/demobilization
- General plan of protection of the Site and its surrounding areas from damage
- General plan of provision of utilities and facilities such as electricity, water, fuel, and telephone.
- General plan of temporary road and yard

#### (2) Major Works

a. Access Works

- The means and methods the Bidder proposes for accessing to the working site.

b. Foundation works

- The means and methods the Bidder proposes for placing foundations in the project site, including driving into bearing layers and preventing water contamination.

c. Bridge Works

- The means and methods the Bidder proposes for precast works, delivering and its prestressing works for concrete bridges and for steel girder fabrication works and delivering for steel bridges.
- The means and methods the Bidder proposes for construction and erection of substructure and superstructure including prestressed concrete bridges and steel bridges.
- The concrete batching facilities the Bidder intends to use on and off site and their capacity(ies).

d. Approach Road and Cement Deep Mixing (CDM) works

- How the Bidder intends to use material exploration sources such as sand, soil, subbase aggregate, etc.
- How the Bidder plant to procure materials and construct of CDM.
- How the Bidder plans to use roads for hauling materials.
- How the Bidder plans to accomplish the asphalt concrete (AC) pavement work.
- The AC mixing facilities the Bidder intends to use for the Works and the capacity(ies) of the plant(s).
- The intended proximity of asphalt plant(s) to the Site.
- Where and how the Bidder intends to obtain aggregates and bitumen for AC pavement work.
- Coordination and compliance of the work with the regulations of the authorities for roads and waterways.
- Road diversions and necessary coordination with the local authorities for roads and other authorities.

(iv) The evaluation sub-items in Method Statement are as follows,

1. General Execution Plan

1.1 General plan of site management

1.2 General plan of utilization of the Site including the Contractor's working areas, mobilization/demobilization

1.3 General plan of protection of the Site and its surrounding areas from damage

1.4 General plan of site preparation including provision of utilities and facilities

1.5 General plan of temporary road and yard

2. Method Statements for Major Works

2.1 Temporary Access to the Site

2.2 Bored Pile Foundation of Bridges

### 2.3 Substructures of Bridges

### 2.4 Superstructures of Bridges

### 2.5 Surface Works of Bridges (Waterproofing, Pavement and Accessories)

### 2.6 Works for Approach Road

The Bidders who have proposed any of these method statements not in compliance with the relevant specifications shall be considered as "not satisfying the requirement" in the technical evaluation process and will not be evaluated any further.

#### 1.1.4 Mobilization Schedule

Bidders shall provide mobilization schedules for following items;

##### a. Mobilization Schedule of Personnel

- Personnel mobilization schedule including key personnel and skilled and unskilled labours.

##### b. Mobilization Schedule of Equipment

- How the Bidder plans to mobilize the equipment as early as possible for handling the huge work volume for foundation, substructure and superstructure, especially at the section in the river.
- Possibility for purchasing, hiring, or leasing of equipment in the required time frame.

##### c. Mobilization Schedule of Material

- The plan for exploitation of borrow pits including necessary procedures with landowners and authorities concerned.
- The plan for procurement of rock, stone, coarse and fine aggregates, cement, steel materials, sand and soil, and other major construction materials to be used in the Works.
- The plan for procurement and the proposed specifications of the materials for the prestressing system, the stay cable system, the steel pipe sheet pile foundation, the bearings, the elastomeric buffers and the expansion joints. The Bidders who have proposed these materials not in compliance with the relevant specifications shall be considered as "not satisfying the requirement" in the technical evaluation process and will not be evaluated any further.

The above mentioned items, a, b and c, are corresponding to the evaluation sub-items.

#### 1.1.5 Construction Schedule

Bidders shall provide mobilization schedules for following items;

(i) Bidders shall provide a schedule of Works clearly indicating how all of the Works are to be sequenced and scheduled in order to meet the time for completion, as specified in 1.1.3.3 in Part A Contract Data in Section VIII Particular Conditions (PC). Sufficient time should be allowed for completion and testing activities.

(ii) The programme shall allow sufficient time for initial preparation, approvals, mobilization, and start-up activities. The division of works into logical categories, the start and completion dates of each activity, and the inter-relationship between different activities should be clearly indicated. Any unfavourable conditions such as rainy season should also be taken into account in the work programme.

(iii) The programme shall present timing of the completion of the principal activities including works of foundations, substructure, pylons and superstructure.

- (iv) The programme shall describe sequence and integration among the major work items as listed in the method of statement
- (v) The program shall identify the critical path of the works showing with a bar chart.
- (vi) The Bidder shall clearly indicate the date of handing over to the Employer including as-built documents and final quantities.
- (vii) The defects notification period of one (1) year shall be included in the programme.
- (viii) Bidders shall provide separate notes and calculations in support of the durations allowed for the principal activities.
- (ix) The construction schedule shall show the appropriateness of the following items; construction technology of items, division of construction teams, mobilization of available equipment and plants, Preliminary Quality Control Plan, Preliminary Safety Plan as well.
- (x) The construction schedule shall be consistent with the anticipated cash flow (S curve) for the Works and the Bid price.

The evaluation sub-items in Construction Schedule are as follows,

- 1) Conformity with construction method, equipment capacity, and technology requirement
- 2) Appropriate to local climate conditions
- 3) Number of Critical Paths and Period of Total Float
- 4) Recovery measures to catch up the schedule if the construction is delayed

#### **1.1.6 Safety Plan**

- (i) Bidders shall provide a Safety Plan that shall clearly illustrate how the Bidder intends to implement the safety and traffic control requirements (roads and river) as set out in Specifications.
- (ii) The Preliminary Safety Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's safety and traffic control objectives and the controls during the execution of the Works.
- (iii) The Preliminary Safety Plan shall define the authority that the safety organization shall have to assure that all work is accomplished in accordance with an established and approved Health and Safety Plan.
- (iv) The Safety Plan shall include a safety organizational chart noting lines of authority of all safety personnel.
- (v) The Preliminary Safety Plan shall fully describe and explain the following:
  - Procedures of Safety Control
  - Facilities and Equipment for Safety Control
  - Organization for Safety Control
  - The first aid facilities the Bidder proposes;
  - Emergency vehicles the Bidder intends to provide including marine craft;
  - Medical and/or first aid personnel the Bidder intends to assign to the Works;
  - All safety, traffic control equipment, devices and materials the Bidder intends to provide; and
  - The hospital and/or facility that the Bidder intends to use for emergency treatment.

The evaluation sub-items in Safety Plan are as follows,

- 1) Procedures for Health and Safety Control



- 2) Facilities and Equipment for Health and Safety Control
- 3) Organization for Health and Safety Control

### 1.1.7 Personnel

(i) One (1) manning schedule shall be provided using a bar chart format, covering the contract period in months horizontally and listing the key personnel (site management and senior site staff) vertically. The chart shall indicate the proposed months of assignment of each of the personnel. The key personnel shall be mobilized from the main Contractor and include at least the key positions proposed as follows:

- (1) Project Manager
- (2) Bridge Engineer (General Management of Bridge Works)
- (3) Foundation Superintendent (Cast-in-Place Piles)
- (4) Structure Superintendent (Concrete Works including prestressing works)
- (5) Structure Superintendent (Steel Works)
- (6) Pavement Superintendent (Pavement Works)
- (7) Quality Control Manager
- (8) Health & Safety (Accident Prevention) Manager
- (9) Environment Protection Manager

(i) The key personnel stated above shall meet all the requirements set forth as follows;

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager	20	10
2	Bridge Superintendent (General Management of Bridge Works)	15	5
3	Foundation Superintendent (cast-in-place piles)	15	5
4	Structure Superintendent (Concrete Works including prestressing works)	15	5
5	Structure Superintendent (Steel Works)	15	5
6	Pavement Superintendent (Pavement Works)	10	5
7	Quality Control Manager	10	5
8	Health & Safety (Accident Prevention) Manager	15	5
9	Environment Protection Manager	10	5

The Bidder shall provide details of the proposed personnel and their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.

(ii) All curricula vitae shall be signed by the respective candidates.

### 1.1.8 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number required
1	Crawler Crane with minimum lifting capacity of 180 tons	2
2	Reverse Circular Drill with diameter 1,500mm, depth 40m or more	1
3		
4		
5		
6		
7		
8		
9		

10		
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The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

**1.2 Evaluation of Price Bids**

In addition to the criteria listed in ITB 36.2 (a) – (d) the following criteria shall apply:

**1.2.1 Quantifiable Nonmaterial Nonconformities and Omissions**

The evaluated cost of quantifiable nonconformities is determined as follows:  
Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.

**1.2.2 Award Criteria for Multiple Contracts (ITB 36.4):**

Lots/Packages:  
Bidders have the option to bid for any one or more lots/packages. Bids will be evaluated lot/package-wise, taking into account discounts offered, if any, for combined lots/packages. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots/packages, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots/packages as the case may be.”

## 2. Qualification

### (i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

### (ii) Qualification Criteria for Multiple Contracts:

The criteria for qualification is the aggregate minimum requirement, or any other reasonable requirements set forth by the Employer, for respective lots as specified under Sub-Factors 2.3.2, 2.4.2(a), 2.4.2(b), 2.5.1(i), 2.5.1(ii) below.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.1. Eligibility</b>							
2.1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1 and 2, with attachments
2.1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	<b>JICA Ineligibility</b>	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.2. Historical Contract Non-Performance</b>							
2.2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>(i)</sup> did not occur as a result of contractor's default since <b>1<sup>st</sup> January 2016</b>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
2.2.2	<b>Pending Litigation</b>	All pending litigation shall in total not represent more than <b>50 %</b> of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
2.2.3	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>(iii)</sup> since <b>1<sup>st</sup> January 2013</b>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON

Notes for the Bidder

**(i)** Non-performance, as decided by the Employer, shall include all contracts

(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and

(b) that were so challenged but fully settled against the contractor

Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

**(ii)** This requirement also applies to contracts executed by the Bidder as a JV member.

**(iii)** The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3. Financial Situation</b>							
2.3.1	<b>Financial Performance</b>	<p>The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last <b>5</b> years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, a Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	<b>Average Annual Construction Turnover</b>	<p>Minimum average annual construction turnover of USD <b>20 million</b> calculated as total certified payments received for contracts in progress and/ or completed, within the last <b>5</b> years, divided by <b>5</b> years.</p> <p>For multiple contracts, the amount of average construction turnover shall be the total of the packages the Bidder intending to bid.</p>	Must meet requirement	Must meet requirement	Must meet at least <b>25%</b> of the requirement	Must meet at least <b>40 %</b> of the requirement	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4. Experience</b>							
2.4.1	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor <sup>(i)</sup> for at least the last 10 years, starting 1 <sup>st</sup> January 2007.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
2.4.2 (a)	<b>Specific Construction Experience</b>	A minimum number of one (1) similar <sup>(ii)</sup> contracts that have been satisfactorily and substantially <sup>(iii)</sup> completed as a prime contractor (single entity or JV member) <sup>(iv)</sup> between 1 <sup>st</sup> January 2007 and Bid submission deadline.  For multiple contracts, the number of similar contracts shall be the total of the packages the Bidder intending to bid.	Must meet requirement	Must meet requirement <sup>(v)</sup>	N/A	N/A	Form EXP – 2 (a)
2.4.2 (b)		For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or subcontractor <sup>(vi)</sup> between 1 <sup>st</sup> January 2007 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed <sup>(vii)</sup>  1. Bridges and/or viaducts construction contracts using cast-in-place concrete pile foundations having a diameter not be less than 1,000-mm, and length at least 25-m per pile: total length of piles shall be 1,000 m or more.	Must meet requirement  (can be a specialist subcontractor)	Must meet requirement  (can be a specialist subcontractor)	N/A	N/A	Form EXP – 2 (b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		2. Bridges and/or viaducts construction contracts using reversed T-type abutments and/or piers: total number of abutments and/or piers shall be 5 or more. 3. Bridges and/or viaducts construction contracts using steel box girders having a span length at least 40-m per unit: total number of constructed spans shall be 3 spans or more. 4. Bridge and/or viaducts construction contracts using steel I-shape girders having a span length at least 30-m per unit: total number of constructed spans shall be 3 spans or more.  For multiple contracts, the requirements listed above shall be the total of such requirements of all packages the Bidder intending to bid.					

Notes for the Bidder

- (i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.
- (ii) The similarity shall be based on the purposes, nature and physical size. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- (iii) Substantial completion shall be based on 80% or more of the works completed under the contract.
- (iv) For contracts under which the Bidder participated as a JV member, the only the Bidder’s share, by value, shall be considered to meet this requirement
- (v) In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, at least one of the members must meet requirement in respect of the contract value except for the number of contracts. In determining whether the JV meets the requirement of total number of contract, only the number of the contracts completed by all members, each of value equal or more than the

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
minimum value required, shall be aggregated. (vi) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement. (vii) The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.5. Financial Resources</b>							
2.5.1	<b>Financial Resources</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 4,000,000 for the subject contract(s) net of the Bidders other commitments.  For multiple contracts, the amount of the estimated cash flow requirement shall be the total of all the packages the Bidder intending to bid.	Must meet requirement	Must meet requirement	Must meet at least 25 % of the requirement	Must meet at least 40 % of the requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate financial resources to meet the cash flow requirements on works currently in progress and for future contract commitments.  For multiple contracts, the above requirements shall be the total of all the packages the Bidder intending to bid.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2



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## Letter of Technical Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert No of Loan]*  
IFB No.: *[insert number]*  
Alternative No.: *[insert identification No. if  
this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). *[Insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (e) 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;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) 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.

## Letter of Price Bid

Date: *[insert date of Bid submission]*  
 Loan Agreement No.: *[insert No of Loan]*  
 IFB No.: *[insert number]*  
 Alternative No.: *[insert identification No.*  
*If this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). *[Insert the number and issuing date of each addendum];*
- (b) We offer to execute in conformity with the Bidding Documents and Technical Bid the following Works: *[insert a brief description of the Works];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) 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 ca se of multiple lots, insert the total price of each lot]*  
  
*[In case of multiple lots, insert the total price of all lots (sum of all lots)];*
- (d) The discounts offered and the methodology for their application are:  
 The discounts offered are: *[specify in detail each discount offered.]*  
  
 The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts.];*
- (e) 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;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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.

## Schedule of Adjustment Data

Table A. Local Currency

(a)	(b)	(c)	(d)	(e)	(f)
Index code	Index description	Source of index	Base value and date	Bidder's related currency amount *1	Bidder's proposed weighting
<b>A</b>	<b>Nonadjustable</b>	-	-		<b>A: 0.15</b>
<b>B</b>	<b>Material</b>	Any index officially issued by an organization of Myanmar. The final sources of indices shall be concluded at contract negotiation	Twenty-eight (28) days Prior to the latest date for submission of Bid.		<b>B: 0.45-0.55</b>
<b>C</b>	<b>Labour</b>				<b>C: 0.05-0.10</b>
<b>D</b>	<b>Equipment</b>				<b>D: 0.10-0.20</b>
<b>E</b>	<b>Fuel</b>				<b>E: 0.05-0.10</b>
<b>Total</b>					<b>1.00</b>

Note:

\*1 - The Bidder shall fill in column (e) and specify a value within the ranges given by the Employer in B, C, D and E of column (f), so that the total weighting equals 1.00.

Table B. Foreign Currency (FC)

**Currency:** \_\_\_\_\_ [Insert name of currency; if the Bidder wishes to quote in more than one foreign currency then this table should be repeated for each foreign currency.]

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC for payment	Bidder's proposed weighting
A	Nonadjustable	—	—	—		A: 0.15
B	Material	Any index officially issued by an organization of Japan. The final sources of indices shall be concluded at contract negotiation	Twenty-eight (28) days Prior to the latest date for submission of Bid.			B: 0.45-0.55
C	Labour					C: 0.05-0.10
D	Equipment					D: 0.10-0.20
E	Fuel					E: 0.05-0.10
<b>Total</b>						<b>1.00</b>

The Bidder shall indicate the type of currency and columns (c), (d), (e) and (f), and specify a value within the ranges given by the Employer in B, C, D and E of column (g), so that the total weighting equals **1.00**.

## **Bill of Quantities**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer (accepted by the Contractor) and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The amount indicated as “Cost of DB” in the Summary of Provisional Sums is an amount equivalent to one-half of the Employer’s estimate of the cost of the Dispute Board (DB) for payments to the Contractor of the Employer’s share of the payments to the DB member(s). Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications in Section VI.
10. Any arithmetical errors in computation or summation will be corrected by the Employer as follows:
  - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and



- (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
  - (c) where there is a discrepancy between the unit in the Method of Measurement (the General and Technical Specifications) and the unit for an item of work in the bills within the Bill of Quantities, the unit in the bill shall prevail, unless, by reference to the quantity in the bill and nature of the item of work as identified by the Specifications, Drawings and item description in the Method Statement.
11. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

## **B. Work Items**

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1- General Specifications

Bill No. 2 - Site Works

Bill No. 3 - Earthworks

Bill No. 4 - Waterway Works

Bill No. 5 - Pavement

Bill No. 6 - Concrete Works

Bill No. 7 - Steel Works

Bill No. 8 - Miscellaneous

Bill No. 9 - Lighting and Electrical Works

Bill No. XX - Schedule of Daywork Rates – Labour

Bill No. YY - Schedule of Daywork Rates – Materials

Bill No. ZZ - Schedule of Daywork Rates – Equipment

Daywork Summary

Summary of Specified Provisional Sums

Grand Summary

2. Bidders shall price the Bill of Quantities in the currency or currencies specified in the Instructions to Bidders.



## C. Daywork Schedule

### General

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract. The basic rates applied to daywork items will be stated and payable in local currency only.

### Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the Laws of **the Republic of the Union of Myanmar**.
- (b) The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

### Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.

- (b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above. The basic rates will be payable in local currency only.
- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

### **Daywork Contractor's Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

### Schedule of Daywork Rates: 1. Labour

Pay Item No.	Description	Unit	Nominal Q'ty	Rate	Extended Amount
				Local	Local
D101	foreman	day	30		
D102	Steel Worker	day	30		
D103	Equipment Operator	day	30		
D104	Electrician	day	30		
D105	Mechanic	day	30		
D106	Carpenter	day	30		
D107	Welder	day	30		
D108	Driver	day	30		
D109	Skilled Labour	day	30		
D110	Common Labour	day	30		
D111					
D112					
D113					
D114					
D115					
D116					
<b>Subtotal of Labour</b>					
<b>Allow _____% of Subtotal for Contractor's overhead, profit, etc.</b>					
<b>Total for Daywork: Labour, (carried forward to Daywork Summary)</b>					

## Schedule of Daywork Rates: 2. Materials

Pay Item No.	Description	Unit	Nominal Q'ty	Rate	Extended Amount
				Local	Local
D201	Coarse Aggregate for Concrete and Asphalt concrete	m <sup>3</sup>	100		
D202	Fine Aggregate for Concrete and Asphalt concrete	m <sup>3</sup>	100		
D203	Concrete Class DII	m <sup>3</sup>	50		
D204	Concrete Class EI	m <sup>3</sup>	50		
D205	Concrete Class P	m <sup>3</sup>	50		
D206	Asphalt cement Grade 60/70	ton	10		
D207	Reinforcing Steel (SD295A)	ton	10		
D208	Wood Pile	m	100		
D209	Steel Plate (SM400A)	ton	10		
D210	Section Steel (SS400)	ton	10		
D211	Corrugate Pipe D1.5m t=3.2mm	m	50		
D212	Welding Rod (Covered Electrode: JIS Z3211 )	kg	50		
D213					
D214					
D215					
D216					
<b>Subtotal of Materials</b>					
Allow _____% of Subtotal for Contractor's overhead, profit, etc.					
<b>Total for Daywork: Materials, (carried forward to Daywork Summary)</b>					

### Schedule of Daywork Rates: 3. Contractor's Equipment

Pay Item No.	Description	Unit	Nominal Q'ty	Rate	Extended Amount
				Local	Local
D301	Backhoe 0.6m <sup>3</sup>	day	10		
D302	Bulldozer 21t	day	10		
D303	Dump Truck 10t	day	10		
D304	Tire Roller 8t-20t	day	10		
D305	Truck Crane 15-16t	day	10		
D306	Water Cart 5500L – 6500L	day	10		
D307	Asphalt Finisher	day	10		
D308	Truck Mixer 4.4 m <sup>3</sup> – 4.5m <sup>3</sup>	day	10		
D309	Air Compressor 5m <sup>3</sup> /min	day	10		
D310	Generator 45kVA	day	10		
D311	Tamper 60-100kg	day	10		
D312	Barge 400t	day	10		
D313	Concrete Breaker 40kg	day	10		
D314	Winch 9.8kN	day	10		
D315	Submersible Pump	day	10		
D316	Tractor Shovel 1.2m <sup>3</sup>	day	10		
D317	Water pump 75mm diameter centrifugal	day	10		
D318	Portable electric arc welding machine	day	10		
<b>Subtotal of Equipment</b>					
Allow _____% of Subtotal for Contractor's overhead, profit, etc.					
<b>Total for Daywork: Equipment, (carried forward to Daywork Summary)</b>					

## Daywork Summary

Description	<i>Amount</i>
	<i>Local</i>
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
Total for Daywork (Provisional Sum) (carried forward to Bid Summary (B))	-----



### Summary of Specified Provisional Sums

Bill no.	Pay item no.	Description	Amount	
			Local (MMK)	Foreign (JPY)
01	01100-03	Payment to the Employer's General Staffs	1,000,000,000	
01	01920-01	Prevention of HIV/AIDS	54,137,400	
01	01950-01	Removal of trees (girth greater than 300mm at 1 m above ground)	14,645,250	
02	02300-01	Assist Utility Authority for the Relocation Works	45,770,000	
02	02300-02	Relocation of Utilities as Per Requirements of the Utility Authority and the Employer	160,195,000	
02	02300-03	Reinstatement of Road as Directed by the Engineer	22,885,000	
06	06300-05	Pile Core Test	8,280,000	
07	07220-01	Bridge's Name Plaque	2,212,600	
07	07220-02	Bridge Record Plaque	2,212,600	
07	07220-03	ODA Symbol Mark Plaque	2,895,700	
Cost of DB				
		Dispute Board Cost and Expense*		59,184,000
Total for Specified Provisional Sums, (carried forward to Grand Summary (C))			1,313,233,550	59,184,000
Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the Engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.				

*[\*One-half of the Employer's cost estimate of the Disputes Board is included in the Provisional Sums. Contractor's overheads and profits shall not be included in this amount.]*

## Grand Summary

Contract Name:

Contract No.:

Bill no.	Bill Series Description	Page	Total Amount inclusive taxes duties etc.		
			Foreign currency (JPY)	Local currency (MMK)	Combined Total (JPY)
1					
2					
3					
4					
5					
6					
7					
8					
	Subtotal of Bills	(A)			
	Total for Day work (Provisional Sum)	(B)			
	Specified Provisional Sums	(C)	59,184,000	1,313,233,550	
	Total of Bills plus Provisional Sums (A+B+C)	(D)			
	Add Provisional Sum for Contingency Allowance, 10% of (D)	(E)			
	<b>Grand Total Tender Sum (D+E)</b> <b>(Carried forward to Form of Bid)</b>	<b>(F)</b>			

## **Technical Proposal**

Site Organization

Method Statement

Mobilization Schedule

Construction Programme

Safety Plan

Personnel

Equipment

Others

## Site Organization

**(a) Organisation Chart**

Bidders shall provide an Organization Chart of the Project with positions and personnel names of each section. The Organization chart shall include the line of authority including senior executives in its head office, who are directly responsible for all the critical matters of the Project.

**(b) List of Senior Personnel**

A list of key persons with duties, authority and working locations shall be presented.

*[Insert Organization Information]*

## **Method Statement**

- (a) Bidders shall provide a Construction Method Statement which shall describe the methods by which the bidder intends to construct the Works, whether on site or off-site including disposal of surplus materials.
- (b) The Method Statement shall also describe in detail the layout plan for piling foundation work, construction procedures for widening of the existing roads including temporary facilities such as drain systems.
- (c) Bidders shall highlight anticipated constraints expected during the construction period and coping strategies.

The Method Statement shall among others be examined to determine its responsiveness.

*[Insert Method Statement]*

## **Mobilization Schedule**

Bidders shall provide a Mobilisation Schedule to perform preparatory work and operations necessary:

- To move personnel, equipment, supplies and incidentals to the project site and
- To establish the offices, houses, workshops, temporary facilities and storage areas.

The mobilisation schedules shall comply with the Construction Programme included in this Section IV.

*[Insert Mobilization Schedule]*

## **Construction Programme**

- Bidders shall provide a preliminary construction programme using the critical path method (CPM).
- Bidders shall develop a CPM programme using computerised scheduling software, such as Primavera or equivalent conventional construction software suitable for use on a Windows personal computers.
- Construction programme proposed by Bidders shall comply with:
  - Construction method statement,
  - Mobilisation schedule, and
  - Numbers and capacity of equipment and plants.

*[Insert Construction Schedule]*

## **Safety Plan**

Bidders shall propose a preliminary safety plan for the Project, based on Sub-Clause 6.7, Health and Safety, of the General Conditions of Contract.

A successful Bidder will become the Contractor under the Contract and it will be required to observe the requirements specified in Section 01500 of the General Specifications.

The preliminary safety plan shall extensively cover the construction activities involved under the Contract.

*[Insert Safety Plan]*



## Form PER -1: Proposed Personnel

*[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

*[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. ]*

<b>1.</b>	<b>Title of position*</b>
	Name
<b>2.</b>	<b>Title of position*</b>
	Name
<b>3.</b>	<b>Title of position*</b>
	Name
<b>4.</b>	<b>Title of position*</b>
	Name

*\*As listed in Section III.*

## Form PER -2: Resume of Proposed Personnel

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]

<b>Name of Bidder</b>
-----------------------

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

*[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]*

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>

## Form EQU: Equipment

*[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

*[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.3. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]*

<b>Item of equipment</b>		
<b>Equipment information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

## **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

*Form ELI -1: Bidder Information Form*

*Form ELI -2: Bidder's Party Information Form*

*Form CON: Historical Contract Non-Performance*

*Form FIN -1: Financial Situation*

*Form FIN -2: Average Annual Construction Turnover*

*Form EXP -1: General Construction Experience*

*Form EXP -2(a): Specific Construction Experience*

*Form EXP -2(b): Construction Experience in Key Activities*

*Form FIR -1: Financial Resources*

*Form FIR -2: Current Contract Commitments*

## Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages*[Bidders shall provide the following information:]*

Bidder's legal name <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
<p>1. Attached are copies of original documents of</p> <p style="margin-left: 20px;"><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</p> <p style="margin-left: 20px;"><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

## Form ELI -2: Bidder's Party Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]*

Bidder's legal name: <i>[insert full name]</i>
Bidder's Party legal name: <i>[insert full name of Bidder's party]</i>
Bidder's Party country of registration: <i>[insert country of registration]</i>
Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
Bidder's Party legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form CON: Historical Contract Non-Performance

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*Bidder's Party Legal Name: *[insert full name]*IFB No. *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The following table shall be filled in for the Bidder and for each member of a JV]*

### 1. History of Non-Performing Contracts

<b>Non-Performing Contracts</b>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1 is indicated below:			
<b>Year</b>	<b>Non- performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>



**Pending Litigation**

<b>Pending Litigation</b>				
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 is indicated below:				
<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Outcome as Percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/ city/ country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

### 3. Litigation History

<b>Litigation History</b>		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
<input type="checkbox"/> Court/ arbitral award decisions against the Bidder since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3 are indicated below:		
<b>Year of award</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

## Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW = TA - TL)					
Current Assets (CA)					
Current Liabilities (CL)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

## 2. Financial documents

The Bidder and its parties shall provide copies of the financial statements for *[number of years]* years pursuant to Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV, of each member, and not of an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements\* for the *[number of years]* years required above; and complying with the requirements.

\* If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN -2: Average Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
<b>Average Annual Construction Turnover *</b>			

\* Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

## Form FIR -1: Financial Resources

*[The following table shall be filled in for the Bidder and for each member of a JV]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction financial demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria Sub-Factor 2.5. 1.]*

<b>Financial Resources</b>		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		
	Total Available Financial Resources	\$

## Form FIR -2: Current Contract Commitments

*[The following table shall be filled in for the Bidder and for each member of a JV]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 IFB No. *[insert number]*  
 Page *[insert page number]* of *[insert total number]* page

*[Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.1.]*

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (x)	Remaining Contract Period in months (y)	Monthly Financial Resources Requirement (x/y)
1						
2						
3						
4						
<b>Total Monthly Financial Requirements for Current Contract Commitments</b>						<b>\$</b>

( x ) : Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

( y ) : Remaining contract period calculated from 28 days prior to the bid submission deadline.

## Form EXP -1: General Construction Experience

*[The following table shall be filled in for the Bidder and for each member of a JV]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]*

<b>General Construction Experience</b>			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and USD equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor (single entity or JV member)" or "Subcontractor" or "Management Contractor"]</i>



### Form EXP -2(a): Specific Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]  
 Bidder's Legal Name: [insert full name]  
 Bidder's Party Legal Name:[insert full name]  
 IFB No. [insert number]  
 Page [insert page number] of [insert total number] page

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]

Contract of Similar Size and Nature			
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	<b>Prime Contractor</b>		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>
Employer's Name:	<i>[insert full name]</i>		
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert E-mail address, if available]</i>		
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:			
1. Physical size of required works items	<i>[insert physical size of items]</i>		

<b>Contract of Similar Size and Nature</b>	
<b>Similar Contract No.</b> <i>[insert number] of [insert number] of similar contracts required]</i>	<b>Information</b>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Client shall be attached.

## Form EXP -2(b): Construction Experience in Key Activities

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Subcontractor's Legal Name *[insert full name]*  
 IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

*[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]*

1. Key Activity No (1): \_\_\_\_\_: *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract: \_\_\_\_\_

Contract with Similar Key Activities											
Item	Information										
Contract Identification	<i>[insert contract name and number, if applicable]</i>										
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>										
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>										
Role in Contract <i>[check the appropriate box]</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 5px;">Prime Contractor</th> <th style="padding: 5px;">Management Contractor</th> <th style="padding: 5px;">Subcontractor</th> </tr> <tr> <td style="padding: 5px; text-align: center;">Single entity <input type="checkbox"/></td> <td style="padding: 5px; text-align: center;">JV member <input type="checkbox"/></td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> </tr> </table>		Prime Contractor		Management Contractor	Subcontractor	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Prime Contractor		Management Contractor	Subcontractor								
Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i>								
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)								
Year 1											
Year 2											
Year 3											
Year 4											

<b>Contract with Similar Key Activities</b>	
<b>Item</b>	<b>Information</b>
Employer's Name:	<i>[insert full name]</i>
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country]</i>  <i>[insert telephone/fax numbers, including country and city area codes]</i>  <i>[insert E-mail address, if available]</i>

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Client shall be attached.

2. Activity No. (2) \_\_\_\_\_

3. Activity No. (3) \_\_\_\_\_

## Form ACK

### Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA Myanmar office

#701 Sakura Tower, 339 Bogyoke Aung San Road, Kyauktada Township, Yangon

Tel: +95 (0)1 255473

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

\_\_\_\_\_  
**Authorized Signatory**

*[Insert name of signatory; title]*

**For and on behalf of** *[Insert name of the Bidder]*

Date:

## Form of Bid Security

### (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** Department of Bridges, Ministry of Construction, the Government of the Republic of the Union of Myanmar, [Address: Building No.11, Ministry of Construction, Naypyidaw, Myanmar]

**IFB No.:** *[Employer to insert number if Invitation for Bids]*

**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 *[Insert description of contract]* under the Loan Agreement No. *[Insert Loan Agreement Number]*

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 *[Insert amount in words]* (*[Insert amount in figures]*) 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 of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (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.

\_\_\_\_\_  
*[signature(s)]*

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

## Section V. Eligible Source Countries of Japanese ODA Loans

### 1. Eligible Source Countries

The Eligible Source Countries for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

### 2. Eligible Nationality

Notwithstanding the stipulation in ITA 4.3, a Bidder and all members constituting the Bidder shall satisfy the following stipulation on the Eligible Nationality;

- ① The Eligible Nationality of the Contractor(s) shall be Japan in the case of the prime contractor.
- ② With regard to 2. (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Union of Myanmar and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount
- ③ With regard to (1) and (2) above,
  - (i) The prime contractor or, in the case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there (hereinafter referred to as the "Japanese Company").
  - (ii) In the case of a joint venture, the partners except Japanese partners shall satisfy all of the following conditions:
    - A majority of the subscribed shares shall be held by nationals of the Republic of the Union of Myanmar or juridical persons incorporated and registered in the Republic of the Union of Myanmar;
    - A majority of the full-time directors shall be nationals of the Republic of the Union of Myanmar;
    - Such firms shall be incorporated and registered in the Republic of the Union of Myanmar; and
    - Such firms shall have their appropriate facilities for producing or providing the goods and services in the Republic of the Union of Myanmar, and actually conduct their business there.
  - (iii) Notwithstanding 2. (3) (i) above, a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Company:
    - It is a subsidiary included in the scope of consolidation and factored into aggregate accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and related ministerial ordinances; and
    - It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.



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Ministry of Construction



The Republic of the Union of Myanmar



# **BAGO RIVER BRIDGE CONSTRUCTION PROJECT**

## **BIDDING DOCUMENTS**

**FOR**

### **PACKAGE 3**

#### **Volume - I**

**PART 2: WORKS REQUIREMENTS**  
**(SECTIONS VI)**

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## **PART 2 –Works Requirements**

## **Section VI. Works Requirements**

- 1: Scope of Works**
- 2: Specifications (Volume - III)**
- 3: Drawings (Volume - IV)**
- 4: Supplementary Information (Volume - V)**

# 1. SCOPE OF WORKS

## (1) Introduction/Background of the Project

The area of the Greater Yangon, encompassing Yangon City and its surrounding satellite townships, has a population of 7.3 million (2014) and is the economic centre of the growing Myanmar. Being the centre of the economic activities in Myanmar, Yangon city has been facing an excessive centralization of daily economic activities accelerated by recent rapid economic growth, generating transport demand larger than ever.

There are currently two bridges, namely Thanlyin Bridge and Dagon Bridges that has contributed to the daily economic activities between Yangon on the right bank of the Bago River and Thanlyin area on the left bank.

Thanlyin Bridge, completed in 1993, is a road cum rail bridge. It has a dual 1-lane carriageway section with the load capacity of heavy vehicle traffic not exceeding 32 t. Dagon Bridge, completed in 2007, has a dual 3-lane carriageway, and therefore it is assumed to cater for current traffic volume. However, Dagon Bridge is located distant from Yangon Central Area (around 14 km) and around 6.4 km upstream of Thanlyin Bridge. Because of the remote distance from Yangon central area, Dagon Bridge seems unlikely to contribute to improvement of daily traffic, in spite of its ample traffic capacity.

## (2) Objectives

In order to mitigate the rapidly increasing traffic demand in the Greater Yangon and to cope with further economic growth and improvement of infrastructure development in this region, the Government of Japan, represented by the Japan International Cooperation Agency (JICA), and the Government of the Republic of the Union of Myanmar (GRUM), represented by the Ministry of Construction (MOC) have agreed that the Bago River Construction Project (the “Project”) will be implemented using a Japanese Official Development Assistance (ODA) loan.

MOC has appointed Department of Bridge (DOB) to act as the ODA Loan executing agency for the Project. DOB will further assume the role of the Employer under the Conditions of Contract in construction contract.

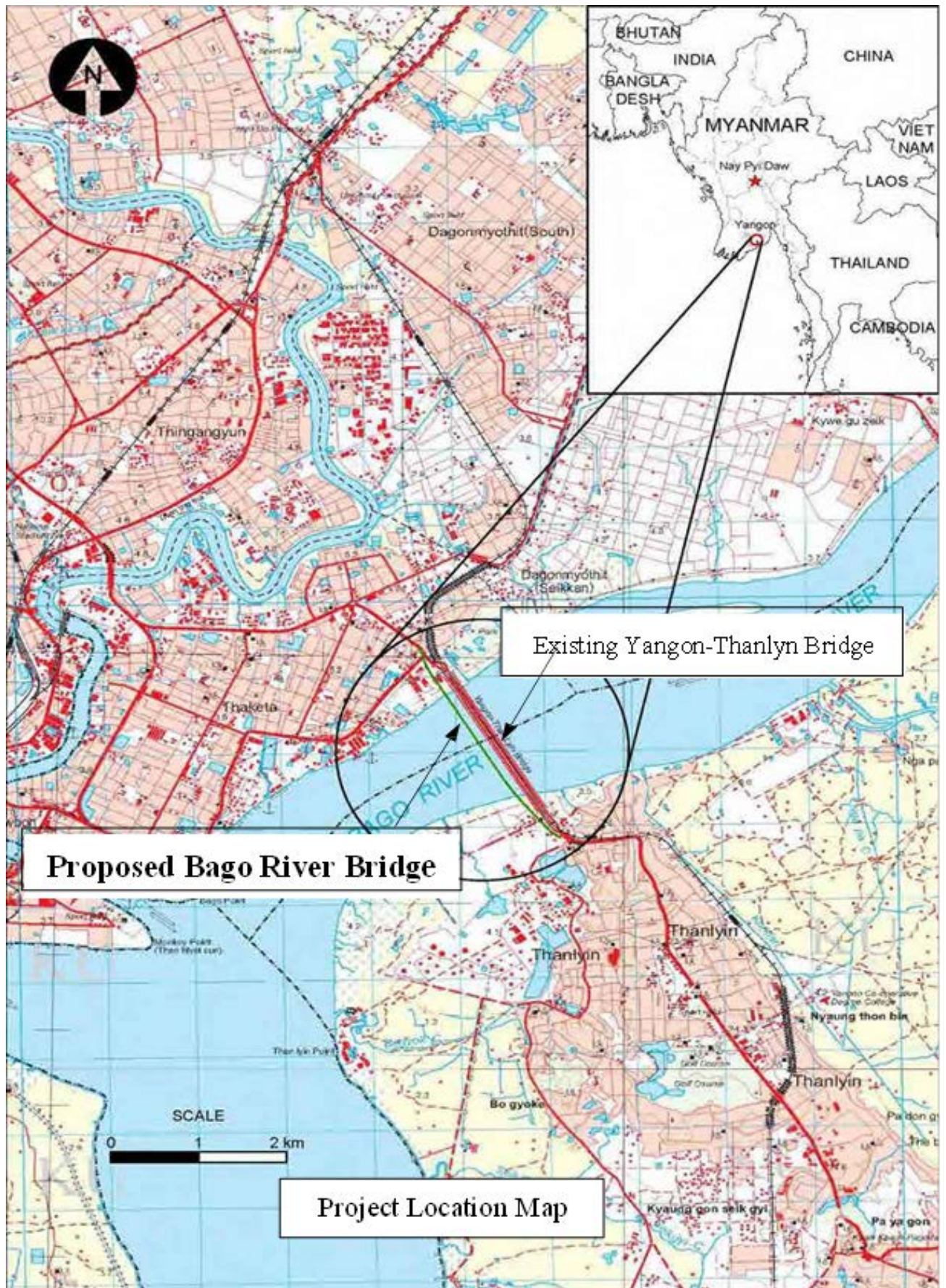
MOC intends to achieve fast-track transfer of bridge construction technology by participating in the execution and completion of the Works. The successful Bidder will be required to provide a training programme for the technology transfer to be implemented as part of contractual obligation. The transfer of construction technology is regarded as the key element in the development of infrastructures in the country. Project has the earmarks for the transfer of construction technology to MOC through its selected technical staffs.

The Conditions of Contract comprise two parts: (1) General Conditions of Contract set forth in Part 3, Section VII of this Bidding Documents and (2) the Particular Conditions in Section VIII of this Bidding Documents.

## (3) Project Location

The Project lies over the Bago River in the heart of Yangon. The location of the Project is shown in Figure 1.1.

Figure 1.1 Location of the Project





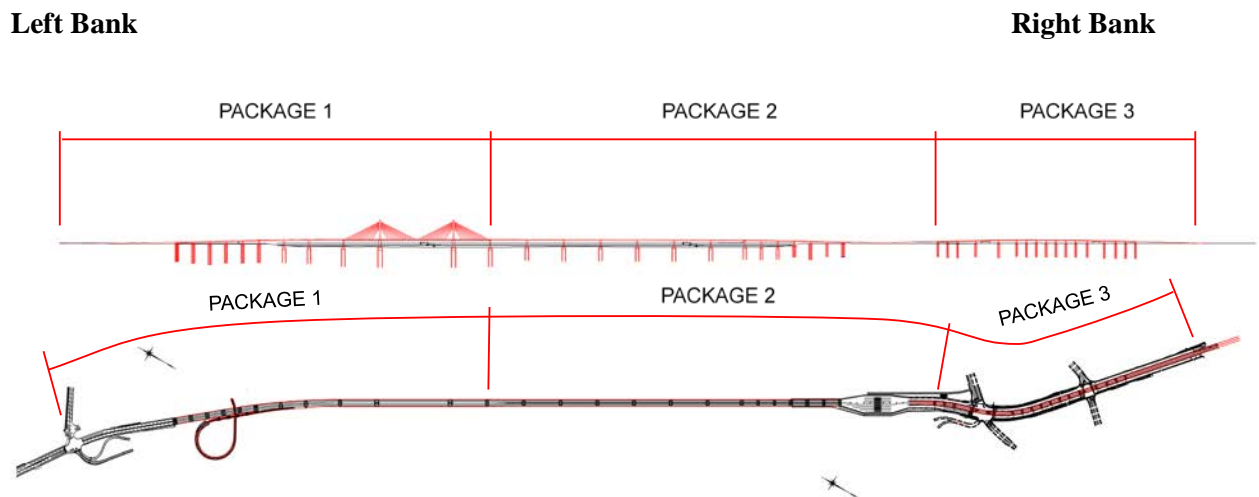
## (5) Key Components of Each Package

No.	Item	Package 1	Package 2	Package 3
1	BP	STA 0+000, Boundary of Thilawa Access Rd	STA 1+312.0, Pier (P) 13 (P13:Package 1)	STA 2+675.1(AF1 of Package 3)
2	EP	STA 1+312.0, Pier (P) 13 (P13: Package 1)	STA 2+675.1 (AF1 of Package 3)	STA 3+500, Connect Thanlyin Chin Kat Rd to Thaketa Roundabout
3	Length	1,312.0 m	1,363.1m	824.9m
4	Road Class	2 <sup>nd</sup> Class 1 <sup>st</sup> Grade	2 <sup>nd</sup> Class 1 <sup>st</sup> Grade	4 <sup>th</sup> Class 1 <sup>st</sup> Grade
5	Design Speed	60 km/hr: Main carriageway 30 km/hr: On-ramp	60 km/hr: Main carriageway 30 km/hr: On/off ramps (frontage roads)	60 km/hr: Flyover bridge 40 km/hr: Road at-grade
6	Nos. of Lane	Four (4) lanes: Main Carriageway One (1) lane: On-ramp	Four (4) lanes: Main Carriageway Two (2) lanes: On/off ramps (frontage)	Two (2) lanes: Flyover bridge 2 x two (2) lanes: At-grade roads
7	Road Width	19.0 – 20.7 m: Approach road 20.7 m: PC box girder bridge 22.9 m: Stay-cable bridge 6.25 m: On-ramp	20.7 m: Steel box girder 20.7 m: PC box girder bridge 53.2 m: Toll Gate	12.75 m: Flyover & Approach road 11.5 m: At grade roads
8	Cross Section Elements	0.6+1.5+2@3.5+0.5+3.7+0.5+2@3.5+1.5+0.6: Cable-stayed bridge - Carriageway : 4@3.5m =14.0m - Shoulder : 2@1.5m = 3.0m - Median : 1@3.7m = 3.7m - Barrier : 2@0.6m = 1.2m	0.6+1.5+2@3.5+0.5+1.5+0.5+2@3.5+1.5+0.6: Steel box Girder - 4@3.5m = 14.0m - 2@1.5m = 3.0m - 1@1.5m = 1.5m - 2@0.6m = 1.2m	0.5+1.5+3.5+1.75+3.5+1.5+0.5: Flyover - 4@3.5m = 14.0m - 2@1.5m = 3.0m - 1@1.75m = 1.5m - 2@0.6m = 1.2m
9	Intersections, Ramps and Toll Gate	One (1) interchange & one (1) ramp <u>Intersection: STA 0+030</u> - Signal with 4 directions <u>On-ramp: STA 0+607</u> - 3.25m wide 1 lane with shoulders (0.75&1.25) - 115.2m (4@28.8m) long bridge PC-T Girder	Toll gate & on/off ramps (frontage roads) <u>Toll Gate: STA 2+500</u> - 10 lanes with 9 booths, - management office building <u>On/off ramps (frontage roads)</u>  - 3.5m wide two lane with 1.5m width	Two (2) interchanges <u>Shukhinthar Intersection</u> - Signal with 5 directions <u>Yadanar Intersection</u>  - Signal with 4 directions
	Diversion or Widening		<u>Diversion to Thanlyin Bridge</u> - 3.5m wide two lanes for on & off	<u>Widening of Thanlyin Chin Kat Rd.</u> - 2.0+1.5+2@3.5+0.5+0.5
10	Bridges	Total Length: Main 955 m + Ramp 115m <u>Nos. of Spans</u> - 11 spans (Abutment (A) 1 to P13) <u>Superstructure</u> - PC Box Girder: 5@50m to 52m - Steel Box Girder: 76m + 76m + 104m - Cable-stayed bridge: 112m+224m+112m  <u>Substructure</u> - Column RC Pier  <u>Foundation</u> - Land: RC Bored Pile (D=1.5m and 2.0m) - River: Steel Pipe Sheet Pile (D=1.2m)	Total Length: 1,076 m <u>Nos. of Spans</u> - 13 spans (P13 to A2) <u>Superstructure</u> - Steel Box Girder: 7@104m to 112m - PC Box Girder: 6@50m  <u>Substructure</u> - One (1) Column RC Pier <u>Foundation</u> - Land: RC Bored Pile (D = 1.5m and 2.0m) - River: Steel Pipe Sheet Pile (D=1.2m)	Total Length: 602 m <u>Nos. of Spans</u> - 16 spans (AF1 to AF2) <u>Superstructure</u> - PC-T Girder : 10@30to33m - Steel Box Girder:55+70+55m - Steel Plate Girder: 35+52+35m <u>Substructure</u> - One (1) Column RC Pier  <u>Foundation</u> - RC Bored Pile (D=1.5m)
Items 11 and 12 may be applicable to multiple packages. See the Packages enclosed in parentheses.				
11	Pavement Structure	<u>Bridge Deck on PC Box Girder (Packages 1 &amp; 3 only) and PC-T Girder (Packages 1 &amp; 3 only)</u>		
		- Coarse 40mm + Dense 50mm		
		<u>Bridge Deck on Steel Box/Plate Girder (Packages 2 &amp; 3) and Steel Cable-Stayed Bridge (Package 1 only)</u>		
		- Stone Mastic Asphalt 40mm+40mm		
		<u>Approach Road (Packages 1 &amp; 3 only)</u>		
		- Subbase 250mm + Base 200mm		
		- Binder 50mm + Surface 50mm		
12	Auxiliary works	<u>Toll Gate (Package 2 only)</u>		
		- - Subbase 250mm + Base 100mm		
		- Concrete Pavement 200mm		
		Drainage system, road lighting system, illumination system, obstruction lights, bridge bearings, expansion joints, navigation signs, road signs, road markings, inspection access, monitoring system, supports for water pipes & telecom fibers, signals, etc.		

Note: Length of the roads and bridges are the results of the Feasibility Study and they are subject to change as a result of the detailed design Source: The DDC

## (6) Contract Package Boundary

The Bago River Bridge Construction Project comprises three packages, namely Packages 1, 2 and 3. The structural features of each package are summarised on the table shown above. Package boundaries are illustrated in Figure 2.2 shown below. However, the Bidders are required to scrutinise drawings, bill of quantities and specifications, which form integral part of the Bidding Documents, to fully comprehend the physical boundary between the interfacing Package as well as the boundaries with other public authorities or third parties.

**Figure 2.2**

Refer to “BP” and “EP” shown on the table exhibited in the previous page for the distance of each Package.

## (7) Time for Completion (calculated from the Commencement Date)

Package 1: 960 days + 365 days of the Defects Notification Period.

Package 2: 960 days + 365 days of the Defects Notification Period.

**Package 3: 720 days + 365 days of the Defects Notification Period**



## **2. Specifications**

**Refer to the separate Volume - III**

### **3. Drawings**

**Refer to the separate Volume - IV**

## **4. Supplementary Information**

**Refer to the separate Volume - V**



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Ministry of Construction



The Republic of the Union of Myanmar



# **BAGO RIVER BRIDGE CONSTRUCTION PROJECT**

## **BIDDING DOCUMENTS**

**FOR**

### **PACKAGE 3**

#### **Volume - I**

### **PART 3: CONDITIONS OF CONTRACT & CONTRACT FORMS** (SECTIONS VII to IX)



# PART 3 – Conditions of Contract and Contract Forms

## **Section VII. General Conditions (GC)**

The General Conditions governing this Contract shall be Conditions of Contract for Construction MDB Harmonized Edition, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved, (hereinafter referred to as “Standard GC”). This publication is exclusive for the use of JICA’s Borrowers and their project implementing agencies as provided under the License Agreement dated August 1<sup>st</sup>, 2008, between JICA and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the parties above and only for the exclusive purpose of preparing this Contract.

The General Conditions of Contract are available on the JICA’s website shown below:

[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/tender/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

A copy of these General Conditions is not attached to these Bidding Documents/Contract.



## Section VIII. Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

### Part A - Contract Data

Conditions	Sub-Clause	Data
<b>Employer's name and address</b>	1.1.2.2 & 1.3	Name: Department of Bridge, Ministry of Construction Address: Building No. 11, Ministry of Construction, Naypyidaw, Myanmar
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	<u>Name</u> : Joint Venture of Nippon Koei Co., Ltd. Oriental Consultants Global Co., Ltd, Metropolitan Expressway Co., Ltd., Chodai Co., Ltd. And Nippon Engineering Consultants Co., Ltd. Address: 5-4 Kojimachi Chiyoda-ku, Tokyo 102-8539 Japan
<b>Bank's name</b>	1.1.2.11	The Incorporated Administrative Agency - Japan International Cooperation Agency (JICA)
<b>Borrower's name</b>	1.1.2.12	Government of the Republic of the Union of Myanmar Represented by the Ministry of Construction
<b>Time for Completion</b>	1.1.3.3	<b>720 days</b>
<b>Defects Notification Period</b>	1.1.3.7	365 days
<b>Sections</b>	1.1.5.6	Not applicable
<b>Electronic transmission systems</b>	1.3	E-mail and/or facsimile
<b>Governing Law</b>	1.4	Laws of the Republic of the Union of Myanmar
<b>Ruling language</b>	1.4	English
<b>Language for communications</b>	1.4	English
<b>Time for access to, and possession of all parts of, the Site</b>	2.1	<b>14 days</b> after Commencement Date
<b>Engineer's Duties and Authority</b>	3.1(B)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>1</u> % shall require approval of the Employer.

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Performance Security</b>	4.2	The Performance Security will be in the form of an unconditional bank guarantee in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currencies of the Accepted Contract Amount.
<b>Normal working hours</b>	6.5	48 hours per week; 8 hours from Monday through Saturday from 0800 hours to 1700 hours with 1 hour break.
<b>Delay damages for the Works</b>	8.7	0.01 % of the Accepted Contract Amount per day.
<b>Maximum amount of delay damages</b>	8.7	10 % of the Contract Amount.
<b>Provisional Sums</b>	13.5.(b)(ii)	10 % overhead plus 5 % profit
<b>Total advance payment</b>	14.2	15 %, Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.
<b>Repayment amortization rate of advance payment</b>	14.2(b)	25 %
<b>Percentage of Retention</b>	14.3(c)	10 %
<b>Limit of Retention Money</b>	14.3(c)	5 % of the Accepted Contract Amount
<b>Plant and Materials</b>	14.5(b)(i)	Not applicable
	14.5(c)(i)	All Plant and Materials not yet incorporated to the Permanent Works
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	0.6 % of the Accepted Contract Amount.
<b>Periods for submission of insurance:</b>  a. evidence of insurance.  b. relevant policies	18.1	<i>Calculated from the Commencement Date</i>
		28 days
		28 days
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	USD 500,000
<b>Minimum amount of third party insurance</b>	18.3	Myanmar Kyat Five Thousand Million (MMK 5,000,000,000) with the number of occurrence unlimited.
<b>Date by which the DB shall be appointed</b>	20.2	28 days after the Commencement Date
<b>The DB shall be comprised of</b>	20.2	Three (3) members

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<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Appointment (if not agreed) to be made by</b>	20.3	International Chamber of Commerce or Singapore International Arbitration Centre

## Part B - Specific Provisions

- Sub-Clause 1.1.2.8** Replace the entire Sub-Clause 1.1.2.8. with the following:
- Subcontractor** “Subcontractor” means any person named in the Contract as a subcontractor or suppliers of materials and equipment, or any person appointed as a subcontractor or supplier of materials and equipment, for a part of the Works; and the legal successors in title to each of these persons.
- Sub-Clause 1.15** This Sub-Clause is deleted entirely.
- Inspections and Audit by the Bank**
- Sub-Clause 4.1** Replace in the third paragraph: “as defined by the Bank” *with* “as defined by the Loan Agreement between the Bank and the Borrower”.
- Contractor’s General Obligations**
- Sub-Clause 4.2** Delete the passage “as the results of a change in cost and/or legislation, or as a result of a Variation amounting to more than 25 percent of the Contract Price payable” in the last paragraph and replace with the following:
- Performance Security**
- “ , as a result of a change or an accumulation of changes in cost and/or legislation and/or as a result of a Variation or an accumulation of Variations, amounting to more than 25 percent of the portion of the Accepted Contract Amount”
- Sub-Clause 4.17** Supplement this Sub-Clause with the following:
- Contractor’s Equipment**
- “A master list of all the Contractor’s Equipment, including essential spare parts thereof, to be imported by the Contractor for the sole purpose of executing the Contract, shall be prepared by the Contractor in a form agreed by the Employer (or the Engineer on his behalf) and submitted to the Employer for his consent within 28 days after the Commencement Date, or as soon as reasonably practicable. Any change to the model, capacities or specifications of the items in the master list shall be promptly notified to the Engineer for his consent.”
- New Sub-Clause 4.25** Add the following paragraph as a new sub-clause.
- Sub-Clause 4.25 Employer’s Professionals and General Staffs**
- The Contractor is required to enter into an agreement mutatis mutandis, using the form included in Annex to the Particular Conditions, with the Employer in respect of a technology transfer programme for the purpose of (among other things) transferring bridge construction technology including maintenance systems of the completed Works.
- In order to achieve the technology transfer, the Employer shall make its professionals and general staffs available for the use of the Contractor in the execution of the Works in accordance with the rates stated in the Contract. Unless explicitly stated to the contrary:
- (a) the Employer shall be responsible for the payment to its professionals, and

- (b) the Contractor shall be responsible for the payment to the Employer's general staff and labourers as indicated in the Personnel Dispatch Agreement (PDA) in Section IX Annex to the Particular Conditions - Contract Forms who are exclusively engaged in the execution and completion of the Works.

In consideration of such services, the Employer shall indemnify and hold the Contractor harmless, in writing, against and from all claims, damages, losses and expenses (including legal fees and expenses) caused by any of the Employer's professionals and general staffs in respect of damages to or loss of any property caused by any negligence or misuse of the Contractor's Equipment, Goods or Materials by the Employer's professionals and general staffs.

For avoidance of doubt, the Employer agrees to grant the Contractor, notwithstanding other provisions of the Contract, a reasonable extension of Time for Completion and additional payment for the cost incurred as the result of such an extension of Time without imposing the delay damages set out at Sub-Clause 8.7, should the Employer's professionals or general staffs fail to comply with the terms of the agreement. Payment for the additional cost shall be made with immediate effect in accordance with the procedures set out in Clause 14.

Alternatively, the Contractor is entitled to remove or replace any member of the Employer's professionals or general staffs with 7-days prior notice to the Employer, should the Contractor determines that the member is incompetent to achieve the duties entrusted. The Employer shall take necessary action following the Contractor's notice within 7 days after receiving notice.

For consideration of this particular situations as above, and in order to hold the fair-related and smooth performance of the Works under the Contract between the Employer and the Contractor, the Contractor shall prepare the Work Management Plan in collaboration with the Employer and submit one copy to the Engineer prior to start the Works.

**Sub-Clause 5.1**  
**Definition of**  
**nominated**  
**Subcontractor"**

Replace Sub-Clause 5.2 [Objection to Notification] in the sub-paragraph (b) with the following:

"Sub-Clause 5.2 [Objection to Nomination]"

**Sub-Clause 6.7**  
**Health and Safety**

Add the following paragraph at the end of the current paragraph:

"The Contractor shall report in writing to the Engineer, within 24 hours, the details of any accident whether on-site or off-site in which the Contractor, his personnel or Construction plant, or those of his Subcontractors are directly or indirectly involved. In the case of serious injury, fatality or serious accident, the Contractor shall immediately verbally notify the Engineer and report to the appropriate authorities. Such initial notification shall be followed by a written comprehensive report within 24 hours of the accident."

**Sub-Clause 8.3 Programme** Add the following between “the Engineer” and “in accordance with” in the last paragraph:

“within fourteen (14) days or other agreed days of the notice”

**Sub-Clause 13.5 Provisional Sums** The following text should be added at the end of Sub-Clause 13.5:

“As an exception to the above, the Provisional Sum for the cost of the DB shall be used for payments to the Contractor of the Employer’s share (one-half) of the invoices of the DB for its fees and expenses, in accordance with GC 20.2. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3, which contain requests for payment under the Provisional Sum toward the cost of the DB. The Engineer’s certification of such Statements shall be based upon such invoices and such evidence of payment by the Contractor. Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.”

**Sub-Clause 14.1 The Contract Price** Add the following paragraphs and texts at the end of Sub-Clause 14.1:

**Provisions for Tax Exemption**

In accordance with the Exchange of Notes between the Government of the Republic of the Union of Myanmar and the Government of Japan and relevant approvals and instructions given in the Republic of the Union of Myanmar, the Employer warrants that the Government of the Republic of the Union of Myanmar shall exempt:

- (a) Corporate income tax, including withholding tax, on Japanese companies operating as suppliers, contractors and/or consultants with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans;
- (b) Custom duties and other tax (commercial tax) on Japanese companies operating as suppliers, contractors and/or consultants with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project;
- (c) Custom duties on Japanese companies operating as suppliers, contractors and/or consultants with respect to the import of materials and equipment needed for the implementation of the Project; and
- (d) Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Project.

(Note: According to the Ministry of Finance in Myanmar, taxes on sub-contractors carrying out the implementation of Japanese ODA Loan projects cannot be exempted.)

The Employer shall bear all commercial taxes imposed on Japanese companies operating as suppliers, contractors and/or consultants with respect to the products and/or services necessary for the implementation of the Project.

The Commercial Tax shall be mentioned explicitly and included in tender

price. The Employer shall pay the Commercial Tax to the suppliers, contractors and/or consultants regardless of their nationality. The suppliers, contractors and/or consultants shall pay those Commercial Taxes to the Internal Revenue Department. The Commercial Tax is levied on total contract amount including the portion performed by sub-contractors.

**Sub-Clause 14.3**  
**Application for Interim Payment Certificates**

Add the following between “ six copies” and “to the Engineer” in the first sentence:  
“(together with an electronic copy)”

**Sub-Clause 14.7**  
**Payment**

Supplement this Sub-Clause with the following:  
All the payment in both Local Currency and Foreign Currency shall be made in accordance with Transfer Procedure for Japanese ODA Loans (December 2015)."  
[https://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/procedure/c8h0vm0000aoeopw-att/transfer\\_201512.pdf](https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/c8h0vm0000aoeopw-att/transfer_201512.pdf)

Insert the following before “; and” in sub-paragraph (b):  
“including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate”

**Sub-Clause 14.15**  
**Currencies of Payment**

Replace the entire Sub-Clause 14.15 with the following:  
The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Bid. If more than one currency is so named, payments shall be made as follows:

- (a) payment of the damages specified in GC 8.7, shall be made in the currencies and proportions specified in the Letter of Bid;
- (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.

**Sub-Clause 15.6**  
**Corrupt or Fraudulent Practices**

Replace the entire Sub-Clause 15.6 with the following:  
If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination

had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

**Sub-Clause 20.4** Insert the following at the end of the fourth paragraph:

**Obtaining Dispute Board's Decision**

“If the decision of the DB requires a payment by one Party to the other Party, the DB may require the payee to provide an appropriate security in respect of such payment.”

**Sub-Clause 20.6** Replace the entire Sub-Clause 20.6 with the following:

**Arbitration**

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. The place of arbitration shall be Singapore. The arbitration proceedings shall be conducted in English
- (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

**Sub-Clause 20.7** Replace Sub-Clause 20.7 in its entirety with:

**Failure to Comply with Dispute Board's Decision**

“In the event that a Party fails to comply with any decision of the DB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration] for summary or other expedited relief, as may be appropriate. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-



Clause 20.5 [Amicable Settlement] shall not apply to this reference.”

## **Section IX. Annex to the Particular Conditions - Contract Forms**

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# Letter of Acceptance

*[Insert date]*

To: *[Insert name and address of the Contractor]*

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 Contract Data]* for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures] [insert 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 one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between Department of Bridge, Ministry of Construction, the Government of the Republic of the Union of Myanmar (hereinafter “the Employer”), of the one part, and *[insert name of the Contractor]* (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor 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.

- (i) the Letter of Acceptance;
- (ii) the Letter of Technical Bid ;
- (iii) the Letter of Price Bid
- (iv) the addenda Nos *[insert addenda numbers, if any]* (if any);
- (v) the Particular Conditions – Part A;
- (vi) the Particular Conditions – Part B;
- (vii) these General Conditions;
- (viii) Specifications;
- (ix) the Drawings;
- (x) the Supplementary Information (if any);
- (xi) the Schedules; and
- (xii) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 the Republic of the Union of Myanmar on the day, month and year specified above.

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

for and on behalf of the Employer  
in the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Performance Security

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of the Employer]*

**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 Contractor, 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 the contract and brief description of the Works]* (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 its demand or the sum specified therein.

This guarantee shall expire, no later than the date twenty eight (28) days after the date on which the Beneficiary has received a copy of the Performance Certificate issued by the Engineer, and any demand for payment under it must be received by us at this 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, 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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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

# Advance Payment Security

## Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and address of the Employer]*

**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 Contractor, 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 of the contract]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (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 the costs of mobilization in respect of the Works; 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.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates

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<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 Employer.*

which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or upon full repayment of the advance payment, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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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.]*

# Retention Money Security

## Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

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

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

**RETENTION MONEY 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 Contractor, 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 Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money 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 that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

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

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*



This guarantee shall expire no later than the date twenty eight (28) days after the date on which the Beneficiary has received a copy of the Performance Certificate issued by the Engineer, and any demand for payment under it 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, 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.]*

# Personnel Dispatch Agreement

## Transfer of Construction Technologies

This Agreement is made as of this    day    month, 2017 by and between:

Department of Bridge, Ministry of Construction, (hereinafter referred to as “MOC”), and ABC Joint Venture, (hereinafter referred to as “the Contractor”).

WITNESSETH:

WHEREAS, MOC and the Contractor entered into the Contract Agreement dated    day    month, 2017 regarding execution and completion of Package 1 of Bago River Bridge Construction Project (hereinafter referred to as “the Works” or “the Project”) and the remedying of any defects therein, and

WHEREAS, MOC is desirous of acquiring the modern technology skills and know-hows for constructing roads and river bridges through practical experience; and

WHEREAS, the Contractor wishes to provides a programme for technology transfer to be implemented during the execution of the Works.

NOW, THEREFORE, in consideration of the mutual obligations and promises as set forth herein, the parties do hereby agree as follows:

- (1) MOC dispatches the personnel according to the list exhibited below (names, ages and wages are not exhibited herein for personal information protection, but the separate list with names and wages have been provided to the Contractor);

Assignment	Job Title	Number	Paid by	Rate/month	Rate/day	Rate/Hr.	Overtime/Hr.
Assistant Director	Professional	1	MOC				
Staff Officer	Professional	2	MOC				
Foremen (Junior Engineer)	General Staff	4	Contractor	840	32.31	4.04	8.08
Skilled Labourer	Labourer	20	Contractor	375	14.42	1.08	3.61
Semi-Skilled Labourer	Labourer	30	Contractor	310	11.92	1.49	2.98
Unskilled Labourer	Labourer	50	Contractor	215	8.27	1.03	2.07

Note:

1. The director from package -1 holds the assignment across other Packages of the Project. Currencies of the rates shown above are USD.
  2. Overtime for Foremen (Junior Engineer), Skilled Labourer, Semi-Skilled Labourer and Unskilled Labourer shall be paid per hour.
  3. Professional staff (Director, Assistant Director and Staff Officer) dispatched by MOC will be engaged in the site works.
  4. General staff (Foremen) and Labourer (Skilled Labourer, Semi-Skilled Labourer and Unskilled Labourer) dispatched by MOC will be engaged in the site works.
- (2) The Contractor is responsible for the payment of:
    - (i) Wages according to the list exhibited herein;
    - (ii) Overtime allowances as certified by the Contractor for “General Staff” and “Labourer” only;

(iii) Bonus, according to bylaws of the Contractor (no entitlement if the Government pays the premium), for “General Staff” and “Labourer” only.

Instead of payment by the Contractor, MOC can pay the personnel the remuneration directly. In this case the Engineer shall deduct the corresponding amount from the Interim Payment.

(3) MOC accepts to comply with the following bylaws of the Contractor:

- (i) Working hours (8 hours/day and 48 hours/week – MOC standard working hours do not apply) until the issuance of the Taking-Over Certificate;
- (ii) Hours worked by each personnel and certified by the Contractor beyond the working hours stated in (i) are considered as overtime; and
- (iii) Nightshift is irremissible duty depending on the nature of operations.

(4) The Contractor is responsible for the insurances and welfare for all personnel on site:

- (i) Workman’s Compensation;
- (ii) Health Insurance;
- (iii) Safety gears (boots, raincoat, hardhat and others); and
- (iv) First-aid service and medical treatment.

(5) MOC is responsible for the following:

- (i) Transportation and lodging;
- (ii) Employment (Unemployment) Insurance;
- (iii) Retirement Allowances (Pension/Annuity); and
- (iv) Other employment allowances and benefits for the regular employees.

Any matters in respect of liabilities arising out of this agreement shall first be referred to and interpreted in accordance with the Particular Conditions and Specifications of the Contract Agreement. This Agreement may be amended only by a written instrument duly signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
For and on behalf of MOC

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