REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF TRANSPORT AND COMMUNCIATIONS POSTS AND TELECOMMUNICATIONS DEPARTMENT

**Request for Quotation (RFQ)**

**for**

**the Setup, Development, Implementation and Operation of the “.mm” ccTLD Registry for the Republic of the Union of Myanmar**

Request for quotation Ref. No. : PTD - .mm Domain System/ 2018-2019

Pakage No. : G 1.3.6 A

Date: 20th June, 2019

1. The goods are required to be supplied by *6 weeks from the date of contract.*
2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-charge from the address given below by submitting a written application. Except for the submission of a written application, there shall be no other conditions for obtaining the bidding documents.
3. To be considered eligible and qualified a firm or individual must
   1. Have sold similar goods of at least twice the volume /quantity required within 5 years.
   2. Have shops or offices in Myanmar to provide after sales services
   3. Not be under any notice of suspension or debarment issued by the Government, or the World Bank
4. Bids must be delivered to the address given below at or before July 10th, 2019 by 13:00 PM (Myanmar Standard Time). Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents, any bid not accompanied by one will be rejected as non- compliant
7. The address where the document may be inspected and obtained is:

<https://www.ptd.gov.mm>.

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

Daw Yu Yu Naing

Assistant Director

Posts and Telecommunications Department

Nay Pyi Taw

Telephone Number: +95 67 3407626

Email Address: naingthaw81@gmail.com

and also send a copy of the communication to

Director General

Posts and Telecommunications Department

Ministry of Transport and Communications

Building No. 2, Nay Pyi Taw,

The Republic of the Union of Myanmar

Telephone Number: +95 67 3407626

Email Address: resource@ptd.gov.mm

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

Director General

Posts and Telecommunications Department

PTD Meeting Room,

Ministry of Transport and Communications

Building No. 2, Nay Pyi Taw,

The Republic of the Union of Myanmar

Telephone Number: +95 67 3407626

Email Address: resource@ptd.gov.mm

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

#### SECTION 1. INSTRUCTIONS TO BIDDERS

1. **Goods:** Posts and Telecommunications Department, as the Purchaser, invites bids for the supply of **the Setup, Development, Implementation and Operation of the “.mm” ccTLD Registry for the Republic of the Union of Myanmar** as described in the Conditions of Contract (CC). The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract
2. Government of Posts and Telecommunications Department has received funding from Telecom Sector Reform Project (the World Bank) towards the cost of the **the Setup, Development, Implementation and Operation of the “.mm” ccTLD Registry for the Republic of the Union of Myanmar**. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which these Bidding Documents are issued. No payment shall be made to persons or entities for any import of goods, if such payment or import is prohibited by a decision of the United Nation’s Security Council, taken under chapter VII of the Charter of the United Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
   1. Have sold similar goods of at least twice the volume /quantity required within 5 years
   2. Have shops or offices in Myanmar to provide after sales services
   3. Not be under any notice of suspension or debarment issued by the Government, or the World Bank.

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

1. **Fraud and Corruption.** The World Bank requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Government of Posts and Telecommunications Department and the World Bank as details in Attachment 1 ‘World Bank Policy – Corruption and Fraudulent Practices’.
2. **Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Quote

SECTION 1. INSTRUCTIONS TO BIDDERS

SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY

OF GOODS

SECTION 3. PRICE AND DELIVERY SCHEDULE

SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS SECTION 5. FORM OF BID

SECTION 6. FORM OF CONTRACT AGREEMENT SECTION 7. BID AND PERFORMANCE SECURING

DECLARATION

1. **Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

Form of Bid

Price and Delivery Schedule

Bid and Performance Securing Declaration

1. **Bid and Evaluation Criteria:**

*“*The Bidder may bid for the whole required items, and the evaluation of bids shall also be for the whole package”

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

1. **Bid Prices:** Prices should be quoted in United States Dollars for the Goods delivered at the final destination (Project Site) specified in the Price and Delivery Schedule, inclusive of all costs such as customs duties, sales and other taxes paid or payable if the contract is awarded, transportation, insurance, and other local charges required for conveying the goods to the final destination. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.
2. **Validity of Bid.** The bid shall remain valid for the period of one hundred twenty (120) calendar days counted from the deadline for submission of bids specified in Paragraph 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser’s request and the Bidder’s responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
3. **Language of the Bid:** All documents relating to the Bid and contract shall be in English language
4. **Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Bid as described in Paragraph 6 of these Instructions, and clearly marked “Original”. In addition, the Bidder shall also submit one copy which shall

be clearly marked as “COPY”. In the event of discrepancy between them the original shall prevail. The original and the copy of the Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY’. The inner and the outer envelopes shall be addressed to the Purchaser at the address provided in paragraph 8 the Invitation to Bid and shall provide a warning “DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING” as

defined in paragraph 12 of these Instructions. The inner envelopes shall indicate the name and full address of the Bidder. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

1. **Place and Deadline for Submission of Bids**: The Bids shall be delivered to the Purchaser NO LATER than July 10th, 2019 by 13:00 PM (Myanmar Standard Time) at the address given in paragraph 8 of the Invitation to Quote. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.
2. **Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in SECTION 7 BID AND PERFORMANCE SECURING DECLARATION and shall be valid for the warranty period described in paragraph 7 of the Conditions of Contract. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non- responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the Government irrespective of the funding source for a period of two years from the date of the Purchaser’s execution of this Declaration unless, at a Bidder’s option, the Bidder pays to the Purchaser an administrative penalty of two percent (2%) of the total bid amount to the Purchaser. The Bid Securing and Performance Declaration will be executed:
   1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
   2. if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 17 of these Instructions.
   3. if the successful Bidder fails within the specified time to sign the Contract:
   4. if the successful bidder, once contracted commits a fundamental breach of contract leading to the Purchaser’s termination of the contract for reasons of the successful bidder’s default.
3. **Modification and Withdrawal of Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.
4. **Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders’ representatives and representatives of the project’s beneficiaries from the local community who choose to attend, at the time, date, and in the place specified in paragraph

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

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

1. **Evaluation and Comparison of Bids:** The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by making any correction for any arithmetic errors as follows:
   1. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
   2. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

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

1. **Purchaser’s Right to Accept Any Bids and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).
2. **Notification of Award and Signing of Contract:** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the Contract.
3. **Debriefing.** After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids rejection.
4. **Complaints.** A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints

received during the evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed. Complaints shall be addressed to the Project Director (U Than Htun Aung, Posts and Telecommunications Department, Building No. 2, Nay Pyi Taw, Myanmar, Phone Number: 067407435, Fax Phone: 067407539). The Project Director will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 14 calendar days of receiving the complaint. In the event that the response from the Project Director does not satisfy the bidder or there is no response to the complaint it should be referred to World Bank Group (Mr. Rajendra Singh, Email Address: [rsingh6@worldbank.org](mailto:rsingh6@worldbank.org), Senior Regulatory Specialist and Task Team Leader).

1. **Publication of Award**. The Purchaser shall
2. notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
3. publish on the Ministry website, promptly at the end of each quarter, a notice informing the general public of the availability of contract awards summary and contract registers in the office of the Purchaser.

**SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS**

###### Article 1 General Provisions

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
   1. The Form of Contract,
   2. the Conditions of Contract,
   3. the Special Conditions of Contract
   4. the Technical Specifications
   5. the Form of Bid submitted by the Supplier,
   6. the Price and Delivery Schedule,
   7. the Purchaser’s Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of …….. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably shall be referred by either Party to the Chamber of Commerce for adjudication in accordance with the under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

###### Article 2 Purchaser’s and Supplier’s obligations

1. The Purchaser and the Contractor now agree as follows:

 The Contract Price is................................................................ *(insert amount in words and figures)*. This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.

* The Supplier shall supply:

……….....………………………………………………....................... *(insert description of the goods)* on or before the delivery date and at the final destination (Project Site), as stipulated in the Price and

Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications. The Supplier shall be responsible for fully insuring the Goods against loss or damage from “warehouse to warehouse” (final destination) on “All Risk basis”.

1. The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, then after the Purchaser may terminate the contract.
2. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
3. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of 36 months starting from the actual delivery date of the goods. Throughout this period the Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship.

###### Article 3 Payment Provisions

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Steps of Payment** | **Amount** | | **Payment Conditions** |
| Payment No 1 | 80% of Contract Price | the | Upon receipt of the Goods |
| Payment No 2 | 20% of Contract Price | the | Upon inspection and acceptance of the goods |

1. Processing of payments will be as follows:
   1. 80% of the Contract Price. The Purchaser will issue a receipt for the goods upon delivery to the Project Site, the Supplier shall submit its commercial invoice with the original receipt attached and three

copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission;

* 1. 20% of the Contract Price. Within 7 days of receiving the goods the Purchase will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests the Purchaser will issue an acceptance certificate to the Supplier. The Supplier shall submit its commercial invoice with the original acceptance certificate attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 days of submission.
  2. In the event that after the expiry of 7 days after the delivery of the goods, the Purchaser does not provide the Supplier with an acceptance certificate (or issue instructions to repair or replace any defective goods), the Supplier shall submit its invoice in three copies signed as true and correct, for the remaining 10% of the value of the goods delivered and the Purchaser will effect payment within 30 days of submission.

1. Payment shall be made in United States Dollars in the proportion specified below.
2. If any payment is delayed for more than 1 calendar month after the due date for Payment, the Purchaser will pay interest to the Supplier at the rate of 2% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.
3. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract’s value.

###### Article 4 Fraud and Corruption

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

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###### Article 5 Special Conditions

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| * ***Purchaser*** | | | * ***Supplier*** | |
| Name | : -------------------------------- | Name | | : -------------------------------- |
| Position | : -------------------------------- | Position | | : -------------------------------- |
| Date | : -------------------------------- | Date | | : -------------------------------- |

Attachment 1

World Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“**Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[[1]](#footnote-1) In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[[2]](#footnote-2);

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[[3]](#footnote-3)

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[[4]](#footnote-4)

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[[5]](#footnote-5)

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,[[6]](#footnote-6) including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[[7]](#footnote-7);

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

**National ITQ (Goods)**

### SECTION 3. PRICE AND DELIVERY SCHEDULE

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description of Goods** | **Quantity** | **Physical unit** | **Delivery Final Destination (Project Site)** | **Delivery Date** | Unit price per item delivered at Final Destination (Project Site)1 | Total price per item  delivered at Final Destination (Project Site)1 |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | PTD, Nay Pyi Taw | *[insert the number of days following the date of effectiveness the Contract]* | *[to be filled by bidder]* | *[to be filled by bidder]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Total Bid Price

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

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

1. Currency to be used is ……. The price shall include all customs duties and sales and other taxes

already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

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

### SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

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# Introduction

## Purpose and Principles of the .mm TLD

ISO 3166-1 designates the “.mm” ccTLD to the Republic of the Union of Myanmar and in accordance with Chapter 7 of the Law, the Posts and Telecommunications Department PTD (Department) is responsible for the development of rules and regulations for the “.mm” ccTLD and for the management of the “.mm” ccTLD.

The Department initiated in 2018 with its public consultation on “Electronic Addressing Plan” the rule making process also for the “.mm” ccTLD and is in the process, after having received and duly considered industry feedback to the first public consultation, to issue its pre-final decision on the rules and regulation for the “.mm” ccTLD within a second and final round of public consultation. The second consultation draft is attached to this RFQ for reference. Here, the Department describes that it can delegate the operation of the “.mm” ccTLD to a third parties which operates the role of the registry of the “.mm” ccTLD and the role of registrars for the “.mm” ccTLD. The registry of the “.mm” ccTLD should not be at the same time be a registrar for the “.mm” ccTLD. The Department intends, as far as national laws allow, to follow international best practices with the setup and operation of the “.mm” ccTLD and linked its regulation closely to the rules and regulation of ICANN.

Within this RFQ, the Department is looking for an experienced industry partner to operate the role of the “.mm” ccTLD registry. The Department is hereby open to receive feedback from national candidates and from international candidates.

Applicants are expected to support

* Establishment of a central registry platform for registry operation of the “.mm” Third Level Domain in particular for the “.com.mm”, “.biz.mm”, “.pro.mm”, “.name.mm”, “.per.mm”, “.gov.mm” and “.edu.mm” Second Level Domain;
* Operation of the registry for the “.mm” TLD;
* Selection of registrars and development of operations guidelines and agreements between registry and registrars subject to approval by the Department and development of the necessary IT infrastructure and applications for the cooperation.
* Establishment of dispute resolution procedures and processes in the area of the “.mm” TLD.
* Policy development on the further development of the “.mm” TLD.

# 1. Registry Services

Provide name and full description of all the Registry Services to be provided. Descriptions should include both technical and business components of each proposed service, and address any potential security or stability concerns. The following registry services are customary services offered by a registry operator:

1. Receipt of data from registrars concerning registration of domain names and name servers.
2. Dissemination of “.mm” TLD zone files.
3. Dissemination of contact or other information concerning domain name registrations (Whois service).
4. Internationalized Domain Names, when offered.
5. DNS Security Extensions (DNSSEC).

The applicant must describe whether any of these registry services are intended to be offered in a manner unique to the “.mm” TLD.

Additional proposed registry services that are unique to the registry shall also be described.

# 2. Shared Registration System (SRS) Performance

Describe the plan for operation of a robust and reliable Shared Registration System. SRS is a critical registry function for enabling multiple registrars to provide domain name registration services in the “.mm” TLD.

# 3. Extensible Provisioning Protocol (EPP)

Provide a detailed description of the interface with registrars, including how the applicant will comply with Extensible Provisioning Protocol in the relevant RFCs, including but not limited to: RFCs 3735, and 5730-5734. Provide the EPP templates and schemas that will be used.

# 4. Whois

Describe how the applicant will comply with ICANN's Registry Publicly Available Registration Data (Whois) specifications for data objects, bulk access, and lookups as defined in Specifications 4 and 6 to the registry agreement. Describe how the Applicant's Registry Publicly Available Registration Data (Whois) service will comply with RFC 3912.

# 5. Registration Life Cycle

Provide a detailed description of the proposed registration lifecycle for domain names in the proposed “.mm” TLD. The description must explain the various registration states as well as the criteria and procedures that are used to change state. It must describe the typical registration lifecycle of create/update/delete and all intervening steps such as pending, locked, expired, and transferred that may apply. Any time elements that are involved - for instance details of add-grace or redemption grace periods, or notice periods for renewals or transfers - must also be clearly explained.

# 6. Abuse Prevention and Mitigation

Applicants should describe the proposed policies and procedures to minimize abusive registrations and other activities that have a negative impact on Internet users. Answers should include:

* Safeguards the applicant will implement at the time of registration, policies to reduce opportunities for abusive behaviors using registered domain names in the “.mm” TLD, and policies for handling complaints regarding abuse. Each registry operator will be required to establish and publish on its website a single abuse point of contact responsible for addressing matters requiring expedited attention and providing a timely response to abuse complaints concerning all names registered in the “.mm” TLD through all registrars of record, including those involving a reseller.
* A description of rapid takedown or suspension systems that will be implemented.
* Proposed measures for management and removal of orphan glue records for names removed from the zone.

# 7. Rights Protection Mechanisms

Applicants should describe how their proposal will comply with policies and practices that minimize abusive registrations and other activities that affect the legal rights of others. Describe how the registry operator will implement safeguards against allowing unqualified registrations, and reduce opportunities for behaviors such as phishing or pharming. At a minimum, the registry operator must offer either a Sunrise period or a Trademark Claims service, and implement decisions rendered. Answers may also include additional measures such as abusive use policies, takedown procedures, registrant pre-verification, or authentication procedures, or other covenants.

# 8. Security Policy

Provide the security policy and procedures for the proposed registry, including:

* System (data, server, application / services) and network access control, ensuring systems are maintained in a secure fashion, including details of how they are monitored, logged and backed up;
* Resources to secure integrity of updates between registry systems and nameservers, and between nameservers, if any;
* Independent assessment report to demonstrate security capabilities (if any), and provision for periodic independent assessment reports to test security capabilities;
* Provisioning and other measures that mitigate risks posed by denial of service attacks;
* Computer and network incident response policies, plans, and processes;
* Plans to minimize the risk of unauthorized access to its systems or tampering with registry data;
* Intrusion detection mechanisms;
* Details for auditing capability on all network access;
* Physical security approach;
* Identification of department or group responsible for the registry's security organization;
* Background checks conducted on security personnel; and
* A threat analysis for the proposed registry, the defenses that will be deployed against those threats, and provision for periodic threat analysis updates

# 9. Technical Overview of Proposed Registry

Provide a technical overview of the proposed registry. The technical plan must be adequately resourced, with appropriate expertise and allocation of costs. The applicant will provide financial descriptions of resources in the next section and those resources must be reasonably related to these technical requirements.

The overview should include information on the estimated scale of the registry's technical operation, for example, estimates for the number of registration transactions and DNS queries per month should be provided for the first two years of operation.

In addition, the overview should account for geographic dispersion of incoming network traffic such as DNS, Whois, and registrar transactions. If the registry serves a highly localized registrant base, then traffic might be expected to come mainly from one area.

# 10. Architecture & Software

Provide documentation for the system and network architecture that will support registry operations for the proposed scale of the registry. System and network architecture documentation must clearly demonstrate the applicant's ability to operate, manage, and monitor registry systems. Documentation may include multiple diagrams or other components sufficient to describe:

* Network and associated systems necessary to support registry operations, including, but not limited to:
  + Anticipated TCP/IP addressing scheme;
  + Hardware (CPU and RAM, Disk space, networking components, virtual machines);
  + Operating system and versions;
* Software and applications (with version information) necessary to support registry operations, management, and monitoring; including but not to
  + access and access rights to source code and the rights to modify the software for customization requirements;
  + production and testing computing environments for running the software securely and with high availability, which may be via hardware for locating in data centers or via public cloud services in Myanmar;
  + security software and services for securing the registry data including appropriate encryption of sensitive information, logging of all transactions that query or make changes to the registry data, and analysis of logs to detect inappropriate activity;
  + 24/7 operations and monitoring services for maintaining the operations of the registration service, including where these operations and monitoring services will be located;
  + training services for operating and maintaining the registration service.
* General overview of capacity planning, including bandwidth allocation plans.
* List of providers / carriers.

# 11. Database Capabilities

Provide details of database capabilities including:

* database software, storage capacity (both in raw terms [e.g., MB, GB] and in number of registrations / registration transactions), maximum transaction throughput (in total and by type of transaction), scalability, procedures for object creation, editing, and deletion, high availability, change notifications; and
* registrar transfer procedures, grace period implementation, reporting capabilities.

# 12. Geographic Diversity

Provide a description of plans for geographic diversity of operation centers. This should include the intended physical locations of systems, primary and back-up operation centers should be in Myanmar and one of in Singapore, Thailand, Vietnam or Japan. This may include cross country data synchronization and failover plan.

# 13. DNS Service Compliance

Describe the configuration and operation of nameservers, including how the applicant will comply with RFCs. All name servers used for the “.mm” TLD must be operated in compliance with the DNS protocol specifications defined in the relevant RFCs, including but not limited to: 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 3901, 4343, and 4472.

# 14. Data Backup Policies & Procedures

Provide details of frequency and procedures for backup of data, hardware, and systems used for backup data format, data backup features, backup testing procedures, procedures for retrieval of data/rebuild of database, storage controls and procedures.

# 15. Registry Continuity

Describe the SLA for the provided system and services offered. Provide your business continuity proposal. How the applicant will comply with registry continuity obligations as described in the Registry Interoperability, Continuity and Performance Specification (Specification 6), attached to the draft Registry Agreement. This includes conducting registry operations using diverse, redundant servers to ensure continued operation of critical functions in the case of technical failure.

# 16. Monitoring and Fault Escalation Processes

Provide a description of the proposed (or actual) arrangements for monitoring critical registry systems (including SRS, database systems, DNS servers, Whois service, network connectivity, routers and firewalls). This description should explain how these systems are monitored and the mechanisms that will be used for fault escalation and reporting, and should provide details of the proposed support arrangements for these registry systems.

# 17. DNSSEC

Describe the policies and procedures the proposed registry will follow, for example, for signing the zone file, for verifying and accepting DS records from child domains, and for generating, exchanging, and storing keying material. Describe how the DNSSEC implementation will comply with relevant RFCs, including but not limited to: RFCs 4033, 4034, 4035, 5910, 4509, 4641, and 5155 (the latter will only be required if Hashed Authenticated Denial of Existence will be offered).

# 18. IDNs

State whether the proposed registry will support the registration of IDN labels in the “.mm” TLD, and if so, how. For example, explain which characters will be supported, and provide the associated IDN Tables with variant characters identified, along with a corresponding registration policy. This includes public interfaces to the databases such as Whois and EPP. Describe resourcing plans (including number and description of personnel roles allocated to this area). Describe how the IDN implementation will comply with RFCs 5890, 5891, 5892, and 5893.

# 19. Policy Advisory Services

State capabilities and experiences in policy development in the framework of establishment and operation of the “.mm” ccTLD registry and the future development of the entire “.mm” ccTLD registration systems.

# 20. Schedule

Provide schedule for the project including system implementation, testing, data migration and launch phase.

# 21. General Experience & Company Overview

Each applicant must provide the following with their proposals:

1. Background information, including:
   1. A description of its primary business;
   2. Names of the applicant’s directors and key personnel responsible for providing the technology, products and /or services under its proposal;
   3. Details about the applicant’s ownership structure including names of directors, any subsidiaries and jurisdiction of incorporation; and
   4. Experience and performance history in supporting or providing similar services to similar or related projects in the domain name space;
2. Information on the applicant’s products, technology and/or services;
3. Proposed indicative timeframe for supplying technology, products and /
4. or services;
5. Resumes of key personnel involved in supplying technology, products and / or services;
6. Contact officer with phone and email addresses;
7. Applicant’s principal place of business address;
8. References from the applicant’s customers; and
9. Declaration of any current or potential conflicts of interest, including where the applicant itself or any related entity is directly or indirectly involved in any trade, business or undertaking of “.mm” ccTLD related Domain Names.

# 22. Conformity with ICANN’s Rules and Regulation and the Draft Electronic Addressing Plan

Applicants shall declare conformity to the provision of the Draft Electronic Addressing Plan and the rules and regulation of ICANN by declaring its conformity to the provisions of the ICANN/Registry agreement for TLDs. For both, the Department provides the attached MS Excel files where the provisions of the draft Electronic Addressing Plan and the provisions of ICANN/Registry TLD agreement are provided. The Department declared, what it sees applicable and relevant for the cooperation between the Department and the Registry and what it sees less or not relevant. The applicant shall declare for the provisions of the Electronic Addressing Plan if it is

* Conform;
* Partially conform; or
* Not conform

with the related provision. In case of partial and non-conformance, the applicant shall identify in the “Comment Applicant” column what part of the provision it does not conform to. In case of partial or non-conformance, the applicant can also state reasons for the partial/non-conformance and it might provide alternatives which would remedy the partial/non-conformance

In relation to the ICANN/Registry agreement, the applicant shall see the Department in the role of ICANN and gTLD/TLD replaced by ccTLD. Also here, the Department identified relevant items. The applicant shall state here

* Conform;
* Partly Conform;
* Partly applicable for ccTLD registries and conform with relevant parts;
* Partly applicable for ccTLD registries and not conform with relevant parts;
* Not applicable for ccTLD registries; or
* Not Conform.

Beside its conformance to the provided provisions, the applicant shall also state what provisions or what part of the provisions of the ICANN/Registry TLD agreement it does not see relevant for ccTLD. With this, the applicant can demonstrate the level of its experience and the result of the feedback will be used for the Department to draft the agreement between the Department and the appointed registry operator.

# 23. Alternative Operational Model

In view of the fact that the extent of the registry service required for SLR implementation is not yet finalized, applicants are required to clarify if their software can be licensed separately from a combined system/operations model as indicated above, and outline applicable terms and conditions for such licensing. Such outline should include training and support mechanisms, if any, that the service providers offer to licensees.

# 24. Local Presence

The Department considers it to be of strategic importance to have the operation of the “.mm” registry infrastructure geographically located in Myanmar unless cloud-based services are proposed. Accordingly, registry service providers from outside Myanmar must explain how they propose to meet this local presence requirement.

# 25. Quotation

Provide quotation for the project including initial implementation, annual running operations and financial projection with USD. The quotation shall be suitably broken down and should separate services under paragraph 19 from the actual registry services.

# 26. Evaluation

The bidders will be short-listed based on the following criteria:

* Experience of the bidder:
* Number of national ccTLDs in operation:
* Proposal in relation to local presence:

Technical and Financial Proposal only from short-list bidders will be evaluated on the following basis:

* Technical / Software solution + Operations
  + Ease and sustainability of integrating registrars into the registry service;
  + Ease of configuring registry technology and service to align with the policy framework of the Electronic Addressing Plan;
  + Sustainability of skills transfer to the registry and the Department;
  + Ability to meet specified registry technical and operational requirements;
  + System capabilities with respect to security, confidentiality, stability, integrity and availability.
  + Flexibility, including the ability to make changes to software to customize for “.mm” ccTLD requirements and the degree of on-going innovation.
  + Sustainability of registry system licensing or ownership framework, where applicable.
* Conformity to the Electronic Addressing Plan (Draft)
* Conformity to the ICANN/Registry Agreement
* Quotation
* Financial Proposal

# 27. Timeframe

A complete .mm domain name management system shall be delivered within 6 weeks after the contract signing.

# 28. Proposal Costs

The Department shall not be liable for the costs incurred by applicants in preparing and submitting their proposal. Such costs shall be borne by applicants.

# 29. Reserved Rights

The Department reserves the following rights in respect of this RFQ:

* Right not to proceed with the implementation of the “.mm” ccTLD registry;
* Right to delay the implementation of the the “.mm” ccTLD registry;
* Right to vary the scope of the the “.mm” ccTLD registry;
* Right to vary the envisaged approach to the provision of registry system and services;
* Right to re-advertise the RFQ for the “.mm” ccTLD registry;
* Right to expand or restrict service provider participation in any subsequent RFQ; and
* Right, at any time and for any reason, to require additional information from bidders.

# 30. Submission of Quotations

1. Quotations must only be submitted to the Department on July 10th, 2019​ by 13:00 PM (Myanmar Standard Time). Quotations must be submitted one original hard copy and two (2) hard copies of quotations and two (1) searchable softcopies (word or PDF format) must be included in sending quotations to:

Director General

Posts and Telecommunications Department

PTD Meeting Room,

Ministry of Transport and Communications

Building No. 2, Nay Pyi Taw,

The Republic of the Union of Myanmar

Telephone Number: +95 67 3407626

Email Address: resource@ptd.gov.mm

If something of error is found in softcopy, hard copy will be considered as the right one. It shall be responsibility of each bidder to ensure that its RFQ reaches Department no later than the aforementioned deadline. RFQ received after the deadline will not be accepted.

Applicants shall provide submissions in English language.

### SECTION 5. 1. FORM OF BID

(Date)

To: (Purchaser’s Name)

(Purchaser’s Address)

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

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

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

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

We hereby confirm that this Bid will remain valid for 60 days after then Deadline for Submission of Bids.

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

Authorized Signature: Name and Title of Signatory

Name of Bidder: Address:

Phone Number

Fax Number, if any

**SECTION 6. FORM OF CONTRACT AGREEMENT**

AGREEMENT

This Agreement, made the \_day of 20.\_, by and between

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

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

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

**Now this Agreement witnessed as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   1. The Form of Contract,
   2. the Conditions of Contract,
   3. the Special Conditions of Contract
   4. the Technical Specifications
   5. the Form of Bid submitted by the Supplier,
   6. the Price and Delivery Schedule,
   7. the Purchaser’s Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution

and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the said

in the presence of :

Binding Signature of Purchaser:

Binding Signature of Supplier:\_

#### SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

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

Date: *[insert date]*

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

To:

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of …… for the period of time of two years starting on the date of the Purchaser’s execution of this Declaration or pay 2% of the contract price as a penalty, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
   1. have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
   2. do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
   3. having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
   4. committed a fundamental breach of contract leading to the Purchaser’s termination of the contract for reasons of our default.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name *[insert printed or typed name]*

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

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

1. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-1)
2. For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-2)
3. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-3)
4. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-4)
5. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-5)
6. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-6)
7. A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-7)