



The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Financial Regulatory Department
Office No . 34, Nay Pyi Taw

Date: 17 May 2019

Dear all,

REQUEST FOR PROPOSAL (“RFP”) FOR NON-LIFE INSURANCE BUSINESS IN MYANMAR TO BE OPERATED BY A JOINT VENTURE BETWEEN A MYANMAR INSURER AND A FOREIGN INSURER

The Government of the Republic of the Union of Myanmar (“the Union Government” or “the Government”) has started the process of reform in the insurance sector by granting licences to local insurers since 2013. Since then, there has been a number of local insurers and foreign representative offices established. In order to increase foreign investment contribution towards the economic development of Myanmar, the Government is currently opening the insurance sector for further liberalization.

The Ministry of Planning and Finance (“MoPF”), facilitated through the Financial Regulatory Department (“FRD”), is pleased to invite local insurers licensed to carry out non-life insurance business in Myanmar (“Applicants”) to submit proposals (“Proposals”) to form joint ventures (“JVs”) with foreign insurers (“Foreign JV Partners”) to carry out non-life insurance business in Myanmar (“Non-Life Insurance JV”). The Foreign JV Partner is required to have a local representative office registered for the non-life/composite insurance business in Myanmar as of 31 December 2018 in order to be eligible to form a JV with local Myanmar insurers.

This RFP is pursuant to the Invitation Letter for the Expression of Interest (“EOI”) to form Joint Ventures in order to carry out the Non-Life Insurance Business in Myanmar (“the EOI Invitation Letter”) which was released on 18 January 2019 for local Myanmar non-life insurers interested to form JVs with foreign insurers. The EOI had set the motion for a RFP on JVs between local and foreign insurers for the non-life insurance sector. Successful EOI Applicants at the EOI stage have been invited to participate in this RFP. You may do so by responding according to the instructions set out in the separately attached RFP. This letter and the RFP sets forth, amongst others, the process for the Proposal submission.

The RFP is strictly only applicable to an Applicant who intends to form a JV with a Foreign JV Partner. The MoPF only permits one local non-life insurer to partner exclusively with one foreign non-life/composite insurer in a JV partnership, and vice versa.

By submitting your response to this RFP, you agree to be bound by the binding terms stated within this RFP. Upon receipt of your response, the MoPF will evaluate your response and may reach out to you if we have any questions.

You may seek clarifications no later than 24 May 2019 (1730 hours local time). Clarifications shall be emailed to frd34.sg@sg.pwc.com, following the instructions set out within the RFP.

Yours sincerely,

U Zaw Naing
Director General
Financial Regulatory Department
Ministry of Planning and Finance, Building No 34, Nay Pyi Taw, Myanmar



GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR



MINISTRY OF PLANNING AND FINANCE

Request for Proposal

**NON-LIFE INSURANCE BUSINESS IN MYANMAR
TO BE OPERATED BY A JOINT VENTURE BETWEEN
A MYANMAR INSURER AND A FOREIGN INSURER
(“NON-LIFE INSURANCE JV”)**

CLOSING DATE: 21 June 2019 at 1200 hours local time

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Schedule 5	Completeness And Conformance Checklist
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Schedule 12	Information of Connected Party Of The Foreign JV Partner

PART A – PROPOSAL CONDITIONS

1.0 INTRODUCTION

1.1 Authority

- 1.1.1 The Government of the Republic of the Union of Myanmar (“GOM”) or the Authority, through the Ministry of Planning and Finance (“MoPF”) invites local insurers licensed to carry out non-life insurance business in Myanmar (“Applicants”) to submit proposals (“Proposals”) to form joint ventures (“JVs”) with foreign insurers (“Foreign JV Partners”) to carry out non-life insurance business in Myanmar (“Non-Life Insurance JV”). The Foreign JV Partner is required to have a local representative office registered for the non-life/composite insurance business in Myanmar as of 31 December 2018 in order to be eligible to form a JV with local Myanmar insurers.
- 1.1.2 This RFP is pursuant to the Invitation Letter for the Expression of Interest (“EOI”) to form Joint Ventures in order to carry out the Non-Life Insurance Business in Myanmar (“the EOI Invitation Letter”) which was released on 18 January 2019 for local Myanmar non-life insurers interested to form JVs with foreign insurers. The EOI had set the motion for a RFP on JVs between local and foreign insurers for the non-life insurance sector. Successful EOI Applicants at the EOI stage have been invited to participate in this RFP.
- 1.1.3 Local composite insurers have been mandated to split their licenses by forming separate legal entities that cover the non-life insurance business. Following from the announcement made by the MoPF on 2 January 2019 under the Announcement No. 1/ 2019, all local insurers, including local composite insurers that have successfully split their operations into life and non-life insurance entities, can now enter into joint ventures with foreign insurers. The maximum permitted percentage shareholding for foreign insurers in each joint venture has now been set to a maximum of 35%.
- 1.1.4 The RFP is strictly only applicable to an Applicant who intends to form a JV with a Foreign JV Partner. The MoPF only permits one local non-life insurer to partner exclusively with one foreign non-life/composite insurer in a JV partnership, and vice versa.
- 1.1.5 This Request for Proposal (“RFP”) is facilitated by the Financial Regulatory Department (“FRD”) of the MoPF.

1.2 Purpose of the RFP

- 1.2.1 This RFP sets out the basis upon which MoPF invites all interested Applicants and Foreign JV Partners to submit their Proposals to apply to form Non-Life Insurance JVs in Myanmar. In the context of this RFP, interested applicants who have decided to submit the RFP and paid the Application Fee in the manner set out under Section 3.4 shall be termed an Applicant.
- 1.2.2 The purpose of this RFP is to seek Proposals from the Applicants and Foreign JV Partners that will allow MoPF to select Proposals that comply with the RFP, including but not limited to meeting the minimum requirements, and providing the best overall solution to achieve the MoPF’s Objectives as set out under Section 8: Objectives of GOM.

- 1.2.3 GOM is committed to a rigorous and transparent proposal process and has engaged the professional services of a reputable consulting firm as its advisor to assist in the undertaking of the approval process.
- 1.2.4 MoPF reserves the right to vary any term of the RFP at any time, by notice in writing, issue of supplementary documentation or by making additional arrangements, at any time during the RFP process leading to the appointment of Successful Applicants, to clarify any issue, or to amend any aspect of the RFP or subsequent parts of the approval process. All such supplementary documentation issued by MoPF during the RFP process shall be deemed to be part of the RFP and shall supersede any part of the RFP to the extent indicated in the information document. MoPF may, in its sole and absolute discretion, extend the RFP Period.
- 1.2.5 In the event of any inconsistency, the RFP shall supersede all previous communications from GOM or MoPF.

1.3 Structure of the RFP

- 1.3.1 The RFP has been structured as follows:

Part A: Proposal Conditions
Part B: Objectives and Conditions Precedent
Part C: Schedules

1.4 Part A: Proposal Conditions

- 1.4.1 Part A provides the Proposal process, the administrative aspects of the RFP process and the Requirements of Response from Applicants and Foreign JV Partners. A description of the evaluation methodology and the high-level criteria that will be used to evaluate the Proposals is also included.

1.5 Part B: Objectives and Conditions Precedent

- 1.5.1 Part B provides details on the objectives of the GOM and conditions precedent that have to be fulfilled in order for the Proposal to be approved.

1.6 Part C: Schedules

- 1.6.1 Part C provides the forms and letters to be completed by the Applicants and Foreign JV Partners.

2.0 SPECIAL NOTICES

2.1 Disclaimer and confidentiality requirement

- 2.1.1 The RFP, which expression shall include all other information (whether written, oral or in any other form) subsequently made available to Applicants and Foreign JV Partners during the approval process described herein, will be supplied on the basis outlined below.
- 2.1.2 All intellectual property rights in the RFP and the information contained or referred to in it shall remain the property of MoPF and no Applicant or Foreign JV Partner shall obtain any right, title or interest therein. Applicants and Foreign JV Partners should note that the copyright in the RFP rests with MoPF and its contents should be treated as strictly private and confidential.
- 2.1.3 The RFP documents are made available on the condition that the information contained herein is solely used in connection with the RFP process and for no other purpose.
- 2.1.4 No reliance shall be placed on any information or statement contained within the RFP documents. The RFP has been prepared in good faith, but neither MoPF nor its advisors accept any liability or responsibility for its accuracy, adequacy or completeness. Nothing in the RFP documents shall be construed as legal, financial or tax advice. No representation or warranty, express or implied, with respect to the information contained in the RFP documents, or on which the RFP is based, is or will be made by MoPF or its advisors, and any liability is therefore expressly disclaimed.
- 2.1.5 The RFP is not intended to form any part or basis of any investment decision by the Applicants or Foreign JV Partners and should not be considered as an investment recommendation made by MoPF or any of its advisors to any party seeking to apply for the approval to form a JV to carry out the non-life insurance business in Myanmar. Each Applicant and Foreign JV Partner to whom the RFP is made available must make its own independent assessment in relation to the JV after making such investigation and taking such professional advice as they deem necessary. Neither the receipt of the RFP documents by any Applicant and Foreign JV Partner, nor any information contained in, or distributed with them, or previously or subsequently communicated to any of the Applicants and Foreign JV Partners or their advisors, is to be taken as constituting the giving of investment advice by MoPF.
- 2.1.6 MoPF's advisors shall not be responsible to anyone other than MoPF for advice given to MoPF in connection with the approval of the JV to carry out the non-life insurance business in Myanmar.
- 2.1.7 Nothing in the RFP documents is, or shall be relied upon as a promise or representation as to MoPF's ultimate decisions in relation to the approval of the JV, which will depend at least in part on the outcome of the RFP, the completeness of the Proposals and on subsequent clarifications with the Applicants and Foreign JV Partners.
- 2.1.8 Under no circumstances shall MoPF or its advisors incur any liability arising out of or in connection with the issuance of the RFP documents.

- 2.1.9 Nothing contained in the RFP documents shall constitute the basis of a contract which may be concluded in relation to the approval of the JV, nor shall such documentation or information be used in construing any such JV approved.
- 2.1.10 Nothing in the RFP documents is, or shall be taken to be, a representation of fact or a promise as to the future. To the extent that the RFP documents contains any summary or description of documents or arrangements, such summary or description cannot be, and is not intended to be, comprehensive, nor is it intended to be a substitute for the underlying documentation.
- 2.1.11 MoPF reserves the right, without prior notice, to terminate the RFP process, to change the basis, the procedures, or timescale for the RFP process, or to reject any or all Proposals and to terminate discussions and clarifications with any or all Applicants and Foreign JV Partners at any time and to terminate any subsequent part of the approval process. Under no circumstances shall MoPF or its advisors incur any liability in respect of such changes.
- 2.1.12 The MoPF reserves the right to disqualify any Applicant and/or Foreign JV Partner that has provided any information that is not true, accurate and/or complete.
- 2.1.13 All applications, responses, Proposals and submissions relating to the RFP process and/or the JV are entirely made at the risk of the Applicants and their respective Foreign JV Partners.

3.0 RFP RULES

3.1 General

- 3.1.1 The Applicant and Foreign JV Partner are bound by the terms and conditions contained in this RFP.
- 3.1.2 MoPF is looking to approve Non-Life Insurance JVs for carrying out non-life insurance business in Myanmar.
- 3.1.3 This RFP is strictly only applicable to an Applicant who intends to form a JV with a foreign partner. The MoPF only permits one local non-life insurer to partner exclusively with one foreign non-life/composite insurer in a JV partnership, and vice versa.
- 3.1.4 Applicants must be registered local Myanmar non-life insurers, and the Foreign JV Partner is required to have a local representative office registered for the non-life/composite insurance business in Myanmar as of 31 December 2018 in order to be eligible to form a JV with local Myanmar insurers.
- 3.1.5 The maximum permitted percentage shareholding for foreign insurers in each joint venture is 35%.
- 3.1.6 MoPF requires the method of acquisition to be in the form of the Foreign JV Partner subscribing for new shares in the Applicant (i.e. issuance of new shares instead of a sale and purchase of existing shares in the Applicant).
- 3.1.7 An Invitation Letter for the EOI to form Joint Ventures in order to carry out the Non-Life Insurance Business in Myanmar (“the EOI Invitation Letter”) has been issued to all existing local non-life insurers.

3.2 Validity period

- 3.2.1 Subject to Section 3.2.2, Proposals submitted shall remain valid for acceptance for a period of 6 months, commencing on the Closing Date (the “Validity Period”). Any Proposal that states that it is to be valid for a shorter period than the Validity Period will be considered a non-compliant Proposal.
- 3.2.2 The Validity Period may be extended in the following manner:
 - (a) Not less than ten (10) Business Days prior to the end of the Validity Period, MoPF may give notice in writing (the “Extension Notice”) to each Applicant and Foreign JV Partner requesting an extension of the Validity Period and specifying the period of the extension (the “Extension Period”);
 - (b) Within five (5) Business Days of receipt of the Extension Notice, each Applicant and Foreign JV Partner must respond by notice in writing to MoPF advising whether the Applicant and Foreign JV Partner agree or do not agree to the extension. A notice agreeing to the extension must be in the form contained under Schedule 1;
- 3.2.3 If an Applicant and Foreign JV Partner give notice that they do not agree to the extension or do not respond within the required time, then the Applicant and

Foreign JV Partner will be deemed to have withdrawn their Proposal effective as at expiry of the Validity Period;

3.2.4 If an Applicant and Foreign JV Partner give notice agreeing to the extension, the Validity Period, in respect of that Applicant and Foreign JV Partner, shall be extended by the Extension Period; and

3.2.5 Notwithstanding Sections 3.2.2 to 3.2.4, upon receiving the Extension Notice from MoPF, the Successful Applicants shall be deemed to have agreed to the Extension Period.

3.3 Prohibition on withdrawing or modifying a Proposal

3.3.1 No Proposal shall:

- (a) Be withdrawn during the Validity Period; or
- (b) Without MoPF's prior written consent, be modified after the Closing Date.

3.4 Application Fee

3.4.1 All Foreign JV Partners are required to pay a one-time application fee in the amount of US Dollars Sixty Thousand (US\$ 60,000) ("Application Fee") together with the submission of its Proposal. The Application Fee shall be exclusive of any bank charges or any applicable levies, fees and charges, which shall be solely borne by the Foreign JV Partner.

3.4.2 The Application Fee is non-refundable, regardless of the outcome of the application.

3.4.3 The Application Fee shall be remitted to the following bank account:

Account Name	:	Financial Regulatory Department
USD Account No.	:	FDD-18-0015
Beneficiary Bank	:	Myanma Investment and Commercial Bank No.170-176, Corner of Merchant Road and Bo Aung Kyaw Street, Botahtaung Township, Yangon, Myanmar

3.4.4 If the Application Fee is not received by the Closing Date, any Proposal submitted by the Applicant and Foreign JV Partner will be void and the Proposal will be deemed disqualified.

3.5 Proposal Bond

3.5.1 Upon the formal announcement of Successful Applicants, the Successful Applicants will be required to furnish a proposal bond ("Proposal Bond") in the amount of four hundred thousand US Dollars (US\$ 400,000) to the MoPF.

3.5.2 The USD-denominated Proposal Bond shall be an irrevocable and unconditional guarantee in the form set out in Schedule 2, issued by a recognised bank or insurer and acceptable to MoPF.

3.5.3 The Proposal Bond must be submitted within ten (10) Business Days upon the formal announcement of Successful Applicants.

- 3.5.4 The Proposal Bond must remain valid for six (6) months or until such time where all conditions precedent have been fulfilled by the Successful Applicants, whichever is earlier.
- 3.5.5 The Successful Applicants shall be entitled to withdraw or cancel the Proposal Bond only upon approval of the Non-Life Insurance JV and receiving a written approval from the MoPF to do so.
- 3.5.6 The costs for issuing and maintaining the Proposal Bond through its validity period shall be borne in full by the Successful Applicants.
- 3.5.7 A Proposal Bond may be forfeited in its entirety, at MoPF's sole discretion, if a Successful Applicant:
- (a) Withdraws its Proposal before fulfilling the relevant conditions;
 - (b) In the reasonable opinion of MoPF, breaches a material aspect of the RFP;
 - (c) Seeks to modify or modifies its Proposal after the Closing Date; or
 - (d) Fails to do any other thing required of the Successful Applicants under the RFP.
- 3.5.8 The Applicants and Foreign JV Partners acknowledge and agree that the forfeiture of the full amount of the Proposal Bond in accordance with this section reflects payment of MoPF's genuine pre-estimate of the damages and/or loss that will be suffered by MoPF as a result of the Successful Applicant's acts or omissions as described in Section 3.5.7 and that the forfeiture will not be construed as a penalty against the Successful Applicant.
- 3.5.9 If a Successful Applicant fails to provide the Proposal Bond in accordance with the requirements set out in this section, the Successful Applicant will be deemed to have withdrawn its Proposal.

3.6 Proposal Bond commitment letter

- 3.6.1 Each Applicant and Foreign JV Partner must jointly obtain from a recognised bank or insurer a commitment letter for the provision of the Proposal Bond.
- 3.6.2 Each Applicant must submit this commitment letter with its Proposal before the Closing Date.
- 3.6.3 MoPF recommends that Applicants check with MoPF in advance of the Closing Date as to the acceptability of the proposed issuing bank or insurer of the Proposal Bond.

3.7 Alteration, erasures, or illegibility

- 3.7.1 Proposals bearing alterations or erasures and /or any other items not legibly stated are liable to rejection. Any error in the Proposal must not be erased but shall be neatly cancelled, corrected and initialled by the authorised representative(s) of the Applicant and/or Foreign JV Partner.

3.8 Intellectual property rights

- 3.8.1 All intellectual property rights in the RFP Documents and the information contained or referred to in the RFP Documents shall remain the property of MoPF and no Applicant or Foreign JV Partner shall obtain any right, title or interest therein.

3.8.2 MoPF shall be entitled to retain the Proposals and all supporting documents submitted by the Applicant and Foreign JV Partner in response to this RFP, and shall be entitled to make copies of the same as they deem fit, and disclose the contents of the same to such of its employees, officers, agents, contractors and advisers as it deems fit.

3.8.3 Intellectual property or proprietary information contained in the Proposal submitted by the Applicant and Foreign JV Partner shall remain the property of the Applicant and Foreign JV Partner.

3.9 Expense of the Applicant and Foreign JV Partner

3.9.1 Each Applicant and Foreign JV Partner will bear all the expenses they incur in connection with the preparation and submission of its Proposal as well as all costs and expenses associated with its compliance and participation in the RFP process outlined in this RFP.

3.9.2 MoPF will not be responsible for reimbursing any costs incurred by any Applicant or Foreign JV Partner, regardless of, without limitation, the outcome or conduct of the RFP evaluation and selection process.

3.10 Notification

3.10.1 Both the successful and unsuccessful Applicants and Foreign JV Partners will receive a written notification from the MoPF.

3.11 Applicable law

3.11.1 This RFP, the RFP process and subsequent documentation, correspondence, undertakings and licence applications arising therefrom will be governed by and construed according to the laws of Myanmar.

3.11.2 Any dispute, controversy or claim arising out of or relating to this RFP, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules for the time being in force. The seat of arbitration shall be Singapore and the venue of the arbitration shall be Yangon, Myanmar. The arbitration shall be administered by the Singapore International Arbitration Centre ("SIAC") in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of the SIAC Court of Arbitration. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English.

4.0 RFP PROCESS

4.1 Stages of RFP

4.1.1 The RFP process will include the following stages:

- Stage 1: Issuance of RFP Documents
- Stage 2: Applicant and Foreign JV Partner clarifications
- Stage 3: Submission of Proposals
- Stage 4: Clarifications, presentations and interviews
- Stage 5: Selection of the Successful Applicants
- Stage 6: Documentation finalisation
- Stage 7: Approval of JV

4.2 Stage 1: Issuance of RFP Documents

4.2.1 The RFP Documents will be made available on the website (www.frd.gov.mm/?q=en/content/insurance-market-liberalization-foreign-entities-myanmar) on the day of release of the RFP Documents.

4.3 Stage 2: Applicant and Foreign JV Partner Clarifications

4.3.1 Applicants and Foreign JV Partners may seek clarification on the RFP Documents according to the protocol described in Section 4.10. The structured format is designed to facilitate the processing of Applicants' and Foreign JV Partners' requests for clarification and ensure a robust audit trail.

4.3.2 Only clarification questions raised in accordance with the protocol mentioned above will be addressed. MoPF is not obligated to respond to each and every clarification question. All formal responses by MoPF shall be made in writing.

4.3.3 All clarification questions are to be submitted before the clarification cut-off date of 24 May 2019, before 1730 hours local time.

4.4 Stage 3: Submission of Proposals

4.4.1 Applicants and Foreign JV Partners are required to deliver their Proposals in accordance with the requirements set out in Section 7.2 and in the format set out in Section 7.7.

4.5 Stage 4: Clarifications, presentations and interviews

4.5.1 Following the submission of Proposals, the MoPF will evaluate the Proposals in accordance with the evaluation procedure and evaluation criteria set out in Section 6.0.

4.5.2 In the event that the MoPF requires clarification on any aspect of the Proposal, the matters in question will be notified to the Applicant and Foreign JV Partner in writing by the MoPF's Point of Contact ("POC"). The Applicant shall provide a full and comprehensive written response within the timeline to be stipulated by MoPF.

4.5.3 Applicants and Foreign JV Partners shall, at the request of MoPF and at their own expense, present an overview of their Proposals to MoPF at a venue and date to be stipulated by MoPF. Further details of the presentations will be provided closer to the date of such presentations.

4.6 Stage 5: Selection of the Successful Applicants

4.6.1 Once the Proposals have been evaluated in accordance with Section 6.0, MoPF will appoint Successful Applicants.

4.6.2 The MoPF may, in its absolute discretion, appoint the Successful Applicants on the basis that such appointment is subject to the resolution of outstanding minor issues.

4.7 Stage 6: Documentation finalisation

4.7.1 Following appointment of the Successful Applicants, MoPF and the Successful Applicants will work together to resolve any outstanding issues as required by Section 4.6.2 above.

4.7.2 If the documentation finalisation is not achieved to MoPF's satisfaction, MoPF may, in its sole and absolute discretion, cancel the appointment of the Successful Applicants.

4.8 Stage 7: Approval of JV

4.8.1 The Approval will be conditional on the satisfaction of any conditions precedent stipulated unless otherwise waived by MoPF.

4.9 Addenda to the RFP

4.9.1 MoPF may amend or modify the RFP documents in any respect through the issuance of one or more addenda. Addenda may be issued by MoPF at any time up to at least ten (10) Business Days prior to the Closing Date. Addenda will be published on the website (www.frd.gov.mm/?q=en/content/insurance-market-liberalization-foreign-entities-myanmar). All addenda issued by MoPF shall form part of the RFP documents ("RFP Documents").

4.10 Request for clarification

4.10.1 MoPF requires a structured format to facilitate the processing of Applicant and Foreign JV Partner clarifications and ensure a robust audit trail.

4.10.2 If Applicants or Foreign JV Partners have any questions as to the meaning or intent of any part of the RFP, the Applicant may consolidate all relevant questions before submitting a single request for clarification ("RFC") by the deadline stated in Section 4.10.9 below.

- 4.10.3 Applicants are requested to submit any RFC in the form set out in Schedule 3 to MoPF's POC as identified in Section 4.10.6 below. At its discretion but subject to the principle that equality of information will be applied to all Applicants, MoPF may answer or decline to answer any question raised by an Applicant. RFCs received from other sources will not be considered.
- 4.10.4 Where an Applicant or Foreign JV Partner believes that the matter being raised should be treated in confidence as being specific to the proposal they are submitting, they must clearly state this in their request. If MoPF, in its sole discretion, considers that the question can properly be regarded as confidential or commercially sensitive, then the question and its response shall be kept confidential. If, however, MoPF, in its sole discretion, considers that it would be inappropriate to answer the question on a confidential basis, MoPF shall notify the Applicant and afford the Applicant with an opportunity to withdraw the question. If the Applicant, within five (5) Business Days of such notification, does not withdraw the question, the question and response may be released to all Applicants and Foreign JV Partners.
- 4.10.5 Each Applicant is required to appoint one person to act as the Applicant POC, and each Foreign JV Partner is required to appoint one person to act as the Foreign JV Partner POC.
- 4.10.6 MoPF shall have a POC to interface between Applicants, Foreign JV Partners and the MoPF during the RFP period. MoPF's preferred method of communication is for its POC to mainly interface with the Applicant POC while keeping the Foreign JV Partner POC in copy.
- 4.10.7 Contact details for MoPF's POC are as set out below:
Email: frd34.sg@sg.pwc.com
- 4.10.8 RFCs should be submitted electronically by e-mail. Confidentiality requirements are to be observed for all information. MoPF will undertake to process RFCs as soon as reasonably possible.
- 4.10.9 All RFCs are to be submitted before the clarification cut-off date of 24 May 2019, before 1730 hours local time.

4.11 Applicant and Foreign JV Partner presentations and interviews

- 4.11.1 Applicants and their Foreign JV Partners may be required to present a joint overview of their Proposals to the evaluation committee, and should plan appropriate resources and arrangements in advance to meet this requirement. Further details on the Applicant and Foreign JV Partner presentations will be notified closer to the date set for the presentations.

5.0 APPROVAL TIMELINE

5.1 Key milestones for the Approval Timeline

5.1.1 The Approval Timeline is set out in the table below:

Milestone	Target date
RFP Issue Date	17 May 2019
Cut-off Date for clarifications	24 May 2019, 1730 hours local time
Closing Date	21 June 2019, 1200 hours local time
Interviews and Presentation of Proposals	Week of 15 July 2019
Formal announcement of Successful Applicants	On or before 31 July 2019

6.0 RFP EVALUATION

6.1 Introduction

6.1.1 After the submission of the Proposals by the Closing Date, MoPF together with an established approval committee and MoPF's appointed consultants will conduct evaluation of the Proposals in private.

6.2 RFP evaluation process

6.2.1 The RFP evaluation process consists of the following parts:

- (a) Step 1: Opening of Proposal – Completeness and conformance check;
- (b) Step 2: Minimum Criteria check; and
- (c) Step 3: Detailed evaluation of Proposal.

6.3 Completeness and conformance check

6.3.1 The completeness and conformance check will take into consideration the Applicant's and Foreign JV Partner's compliance with submission requirements in the RFP as per Completeness and Conformance Checklist in Schedule 5.

6.4 Minimum Criteria Check

6.4.1 Applicants and Foreign JV Partners who pass the completeness and conformance check will be evaluated based on the Minimum Criteria as per Schedule 8.

6.5 Detailed evaluation of Proposal

6.5.1 Applicants and Foreign JV Partners who pass both the completeness and conformance check and the Minimum Criteria check will be evaluated based on the Evaluation Criteria as per Schedule 4.

7.0 REQUIREMENT OF RESPONSE

7.1 Introduction

7.1.1 This section explains the way in which Applicants and Foreign JV Partners are to respond to the RFP Documents. The Proposal shall be structured into a set of documents as set out below to aid MoPF in evaluating the Proposals as efficiently as possible.

7.2 Delivery of Proposals

7.2.1 Applicants shall submit three (3) sets of the Proposals. One set is to be marked "Original" and the other two (2) sets are to be marked "Copy". In addition, a softcopy of the full submission shall be provided in a CD-ROM. Proposals must be submitted in sealed envelopes. Proposals sent by e-mail are not acceptable and will be rejected by MoPF.

7.2.2 Each Proposal shall consist of an envelope containing the following:

- One duly signed and completed Application Form;
- One completed Business Plan;
- One completed Application Form in Microsoft Word format (to be provided in a CD-ROM);
- One completed Business Plan in Microsoft Word format (to be provided in a CD-ROM);

7.2.3 Proposals must be submitted to the following address:

Director General
Financial Regulatory Department
Ministry of Planning and Finance
Building No. 34, Level 2
Special Zone
Nay Pyi Taw, Myanmar

Subject line to be labelled on the submission envelope: "Submission of RFP for Non-Life Insurance JV". It will be the responsibility of Applicants to ensure delivery to the proper address. Postage must be pre-paid on all proposals sent by post.

7.2.4 Proposals shall be received at the given address no later than 1200 hours local time (the "Closing Time") on 21 June 2019 (the "Closing Date").

7.2.5 No Proposal received after the Closing Time on the Closing Date (a "Late Proposal") will be accepted. A Late Proposal will not be considered by MoPF under any circumstances, including circumstances beyond the Applicant's control.

7.3 Proposal opening

7.3.1 All Proposals received by MoPF will remain sealed in MoPF's possession until after the Closing Time on the Closing Date. Except as may be required by law or by a court or governmental agency of appropriate jurisdiction, no information contained in or relating to the Proposals will be disclosed to any Applicant or Foreign JV

Partner or other persons not officially involved in the process of examination, clarification, determination, evaluation, comparison and recommendation of the Proposals.

7.3.2 Applicants and Foreign JV Partners acknowledge that it is MoPF's policy not to disclose any information relating to the clarification, determination, evaluation and comparison of Proposals and recommendations concerning the approval of the Proposals to any other person not officially involved in the examination, clarification, determination, evaluation, comparison and recommendation of the Proposals.

7.3.3 Any effort by an Applicant or Foreign JV Partner (or any local agent or representative) to influence MoPF during the process of examination, clarification, determination, evaluation, comparison and recommendation of Proposals or in decisions concerning the approval of the Proposal may result in the rejection the relevant Applicant's Proposal.

7.3.4 Original or copies of the Proposal submitted by Applicants will not be returned.

7.4 Undertaking of Compliance and Statement of Non-Compliance and Deviation

7.4.1 The Applicant shall be required to complete Schedule 6 (Statement of Non-Compliance and Deviation), if it proposes any non-compliance or deviation with any of the requirements stipulated in this RFP. Failure to do so may render its Proposal liable to be rejected.

7.4.2 In this regard, MoPF may in its discretion, conduct an initial review of the Proposals for completeness and conformance with the RFP, to determine whether a Proposal should be considered further. MoPF will evaluate only those Proposals determined by MoPF in its discretion to be substantially conforming to the requirements of this RFP. A substantially conforming Proposal will be a Proposal that conforms to all terms, conditions and requirements of the RFP without material deviation.

7.4.3 MoPF may waive any minor non-conformity or irregularity in a proposal which does not constitute a material deviation. MoPF may determine in its absolute discretion what constitutes a material deviation for these purposes.

7.4.4 A Proposal may, in the absolute discretion of MoPF, be rejected if the Applicant:

- Fails to submit the Application Form set out in the form contained in Schedule 7 (Application Form) and in accordance with the requirements set out in the RFP;
- Fails to comply with the procedures outlined in this RFP for preparation and submission of the Proposal; or
- Submits a Proposal otherwise than in the format required under Section 7.7.

7.5 Language

7.5.1 The Proposal and all supporting documentation to be supplied by the Applicant and Foreign JV Partner shall be written in the English language. Documents in any other languages should be accompanied with a certified translated copy.

7.6 Identification of Applicant POC and Foreign JV Partner POC

7.6.1 Applicants and Foreign JV Partners are requested to clearly identify in their submission of Schedule 7 (Application Form) the Applicant POC and Foreign JV Partner POC for all correspondence and contact.

7.7 Format of Proposal

7.7.1 The Proposal is to be contained in an envelope and two (2) volumes as follows:

(a) Volume 1 - Application Form

- i) Section I – Basic information
- ii) Section II – Documents to be submitted

(b) Volume 2 – Business plan

- i) Section I – Fit of partners
- ii) Section II – Information on global operations of the Foreign JV Partner
- iii) Section III – Information on proposed Myanmar operations of the Non-Life Insurance JV

7.7.2 Applicants shall ensure that all documents required for the submission of the Proposals are completed and that their proposals are duly signed and submitted in accordance with the requirements of this RFP.

7.8 Volume 1 – Application Form

7.8.1 The Application Form shall consist of the following:

Section I – Basic information

7.8.2 The Applicant shall complete an original copy of the Application Form as set out in Schedule 7 without exception or alteration, which shall be signed by an individual duly authorised to bind the Applicant and the Foreign JV Partner to the Proposal and any resulting approval. A power of attorney, duly notarised and legalised in the case of the Foreign JV Partner, must be provided, authorising the said individual to sign the Application Form and bind the persons constituting the Applicant and the Foreign JV Partner to the Proposal and any resulting approval.

Section II – Documents to be submitted

7.8.3 The Applicant shall submit the following documents:

- (a) A certified true copy of the document issued by any regulatory authorities/ government agencies in the jurisdiction where the Foreign JV Partner is carrying out insurance business that provides approval for the Foreign JV Partner to enter into JV insurance operations in Myanmar, if such approval is required;
- (b) All proposed key executives (i.e. Chief Executive, Chief Financial Officer and Certifying Actuary) of the Non-Life Insurance JV are to individually complete their particulars specified in Schedule 9;
- (c) Finalised draft of the JV Agreement or Shareholders Agreement between the Applicant and the Foreign JV Partner or any equivalent agreement between the parties;

- (d) Finalised draft of any Share Subscription Agreement and Bancassurance Agreement (if available);
- (e) Completeness and Conformance Checklist (as per Schedule 5);
- (f) Statement of Non-Compliance or Deviation (as per Schedule 6);
- (g) Applicant and Foreign JV Partner’s Power of Attorney;
- (h) Other documents as may be required by MoPF (if any); and
- (i) Other documents Applicants choose to submit (if any).

7.9 Volume II – Business Plan

7.9.1 The Business Plan shall consist of the following:

Section I – Fit of Partners

- 7.9.1.1 Articulate the objectives of the venture, including any synergies that will potentially be created as a result.

Section II – Information on global operations of Foreign JV Partner

- 7.9.1.2 Provide information of the connected parties of the Foreign JV Partner using the tables in Schedule 12.
- 7.9.1.3 If the Foreign JV Partner has exited any JVs in the past, provide details using the table below.

JV Name	Counterparty’s Name	Country of JV	Year formed & Year exited	Non-life/Life	Capital contribution by Foreign JV Partner (Currency)	Shareholding (%)	Reason for exit

- 7.9.1.4 In relation to the Foreign JV Partner and its Group, provide the following ratios for the last 3 years: (a) actual solvency ratio; and (b) minimum solvency ratio per regulations in home country.
- 7.9.1.5 In relation to the responses for Section III Questions 3 and 10 of the submitted EOI, please provide the updated responses (if any).

Section III – Information on proposed Myanmar operations of the Non-Life Insurance JV

- 7.9.1.6 Provide a business plan for the proposed Non-Life Insurance JV, comprising:
 - (a) A detailed plan for improving local business operations in terms of the following areas. The Applicant is expected to illustrate the “to-be” state of the Non-Life Insurance JV and the actions to be taken to achieve this state.

People

Provide staffing and training roadmap for the proposed Non-Life Insurance JV, including plans to develop insurance expertise (e.g. training program customised to individual functions) and other labour skills (e.g. proficiency in use of IT productivity tools) of Myanmar staff.

Process

Provide a business process improvement roadmap/blueprint. Compared to the current state, illustrate how the Foreign JV Partner will enhance key business functions. As a guidance, you may consider the following key functions:

- (i) Underwriting
- (ii) Claims
- (iii) Risk Management (including Business Continuity Management)
- (iv) Compliance
- (v) Finance & Accounting
- (vi) Information Technology
- (vii) Actuarial

Where relevant, this should be aligned with the objectives stated in Section 7.9.1.1.

(b) Business strategy, including details on:

- (i) Proposed product offering, including:
 - Product summary or specifications; and
 - Target marketplace(s) where the products will be sold (based on the proposed areas of operations indicated in the EOI submission)
- (ii) Percentage of business expected from each distribution channel (per the EOI submission); and
- (iii) Description of methodology used in setting policy reserves. The reserving methodology used should be similar to the chain ladder method, Bornhuetter-Ferguson method or expected loss ratio method.

(c) 5-year business projections with clearly stated assumption, including:

- (i) Projected business volume, using the format given in Schedule 10;
- (ii) Manpower projections, using the format given in Schedule 10; and
- (iii) Financial projections, using the format provided in Schedule 11.

7.9.1.7 Describe the proposed arrangement for managing and conducting business, including the roles and responsibilities of key management personnel and the decision-making process for the proposed Non-Life Insurance JV.

7.9.1.8 Describe the proposed procedures for resolution of deadlocks or disputes between the Applicant and Foreign JV Partner.

7.9.1.9 State the challenges that the proposed Non-Life Insurance JV may encounter in the short (i.e. 1 to 3 years) and long term (i.e more than 3 years). Explain how these challenges can be overcome, drawing references from past/existing JV experiences of the Foreign JV Partner where applicable.

PART B – OBJECTIVES AND CONDITIONS PRECEDENT

8.0 OBJECTIVES

8.1 Objectives of GOM

- 8.1.1 In accordance with the Myanmar Insurance Sector Liberalization Roadmap which was approved by the GOM, the objectives for the insurance liberalization include:
- i. Strengthening the insurance sector and achieving a well-structured competitive insurance sector where quality and competitively priced products from established and reliable insurers are available to the individual citizens and corporates;
 - ii. Attracting investment and support for Myanmar's greater integration with the global economy; and
 - iii. Building up the capacity and capabilities in Myanmar's insurance sector.

9.0 CONDITIONS PRECEDENT

9.1 Introduction

9.1.1 Successful Applicants will be furnished a set of conditions which have to be fulfilled prior to the approval of the Non-Life Insurance JV to carry out non-life insurance business in Myanmar. Some examples have been listed below.

- a) The Successful Applicant shall provide certified true copy of the finalised and executed JV agreement, duly signed by authorised representatives.
- b) The Successful Applicant shall provide certified true copy of the updated register of Directors.
- c) The Successful Applicant shall furnish an auditor's certificate certifying the amount of issued and paid up share capital of the proposed Non-Life Insurance JV, and the list of shareholders and their respective shareholdings.

PART C – SCHEDULES

SCHEDULE 1 APPLICANT AND FOREIGN JV PARTNER'S RESPONSE TO EXTENSION NOTICE

[*insert date*]

**Director General
Financial Regulatory Department
Ministry of Planning and Finance
Building No. 34, Level 2
Special Zone
Nay Pyi Taw, Myanmar**

**Letter Responding to Extension Notice
Request For Proposal (RFP)
Non-Life Insurance Business In Myanmar To Be Operated By A Joint Venture Between
A Myanmar Insurer And A Foreign Insurer**

Dear Sirs

1. We refer to your Extension Notice dated [*insert date*], issued in accordance with Section 3.2 of the RFP issued by Ministry of Planning and Finance ("MoPF"). Words and expressions defined in the RFP have the same meaning in this letter.
2. This letter is submitted on behalf of the Applicant, [*name of Applicant*], and the Foreign JV Partner, [*name of Foreign JV Partner*].
3. We agree to the extension of the Validity Period by the Extension Period as set out in the Extension Notice.

Dated:

Signed by

Signature

Signature

Name:

Applicant:

Name:

Foreign JV Partner:

SCHEDULE 2 PROPOSAL BOND

[Letterhead of Issuing Bank]

[insert name and address of Beneficiary]

IRREVOCABLE AND UNCONDITIONAL ON-DEMAND BANK GUARANTEE NO. _____ (“GUARANTEE”)

WHEREAS:

- A. [insert name of Applicant] (“**Applicant**”) has been invited to submit its proposal in response to the Request for Proposal dated (“**RFP**”) issued by or on behalf of the Government of the Republic of the Union of Myanmar (“**Authority**”) to undertake [insert description of joint venture with a foreign insurer to carry out non-life insurance business in Myanmar] (“**Non-Life Insurance JV**”).
- B. It is a term of the RFP that the Applicant shall furnish to the Authority a proposal bond in favour of the Authority as security for the performance by the Applicant of its obligations and liabilities under the RFP.

In consideration of you accepting our obligations herein contained in discharge of the Applicant’s obligation to provide the proposal bond under the RFP, we[insert Full name] having its registered office at[insert address of bank] (hereinafter called “**Guarantor**”) hereby covenant with you and agree as follows:

1. We [insert name and address of Bank] irrevocably and unconditionally undertake, covenant and firmly bind ourselves to pay to you in accordance with Clause 7 hereof, upon receiving your first written demand made pursuant to Clause 6 hereof, without you having to assign any reason whatsoever for such demand and without any further proof, condition or inquiry, the sum or sums specified in such demand not exceeding the aggregate sum of USD..... (“**Guaranteed Sum**”).
2. We shall not be discharged or released from our obligations and liabilities under this Guarantee by any arrangement between yourself and the Applicant, or by any alteration or amendment to the RFP or to the obligations undertaken by the Applicant therein, or by any invalidity or enforceability of the RFP (or any part thereof), or by any waiver, compromise, indulgence or forbearance by any party whether as to payment, time, performance or otherwise, irrespective of whether the same is made or occurs with or without our knowledge or consent.
3. Our obligation and liability to make payment to you upon your written demand shall apply notwithstanding any contest or protest by the Applicant or any third party, the existence of any dispute or difference which may have arisen in relation to the

Applicant any amount payable under the Applicant any defence or reason which the Applicant may have and irrespective of whether or not any such dispute or difference has been settled, litigated or adjudicated or otherwise. No action, omission, event or condition which by any applicable law should operate to discharge or release us from our obligations and liabilities hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our obligations and liabilities hereunder shall be irrevocable and unconditional in all aspects.

4. We agree and confirm that our obligations and liabilities under this Guarantee:
 - (a) are as principal and not merely as surety, and a separate action or actions may be brought against us to enforce this Guarantee, irrespective of whether any action is brought against the Applicant or whether the Applicant or any third party is joined in any such action or actions; and
 - (b) may be enforced against us without you first being required to exhaust any remedy you may have against the Applicant or to enforce any security you may hold with respect to the Applicant's obligations and liabilities under the RFP.

5. This Guarantee shall be and shall remain in full force and effect from the date of its issue until [*insert expiry date*] ("**Expiry Date**"), provided always that the Expiry Date shall be automatically extended for successive period(s) of 180 days (the last day of which shall be referred to as the "**Extended Expiry Date**") unless we have given you at least 90 days' written notice prior to the Expiry Date of our intention not to extend the validity of this Guarantee whereupon this Guarantee shall expire on the Expiry Date (or the Extended Expiry Date) and provided further that you shall be entitled, within 90 days from receipt of such notice of our intention, either to:
 - (a) make a demand under this Guarantee in the manner as set out in Clause 6 hereof; or
 - (b) direct us to extend the validity of this Guarantee for a further period not exceeding 180 days from the Expiry Date (or the Extended Expiry Date) and this Guarantee shall then expire on the last day of such extended period(s).

6. All demands made by you under this Guarantee shall be in writing addressed to us at [*insert address of Bank's notification office*] (or such other address as may be notified by us in writing to you) and received by us not later than the Expiry Date or the Extended Expiry Date.

7. We shall be obliged to effect the payment required under any demand made pursuant to Clause 6 hereof within 5 days of our receipt thereof. All payments made by us under this Guarantee shall be made:
 - (a) by transfer to your account at such bank in such place as you shall direct, any bank charges being for account of payor;

- (b) free and clear of all deductions for or on account of any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed. If any deduction or withholding is payable in respect of any payment under this Guarantee we shall increase the amount payable to you so that the net amount received by you after such deduction or withholding is at least equal to the amount claimed by you; and if any taxes, duties, charges or fees are payable in respect of any payment under this Guarantee, we shall bear all such taxes, duties charges or fees; and
- (c) in full and without any set-off or counterclaim whatsoever.

We shall not inquire into the reasons or circumstances relating to any demand made by you under this Guarantee, into the respective rights, obligations and/or liabilities between you and the Applicant, nor into the authenticity of your demand or the authority of the persons signing your demand but shall accept your demand as conclusive evidence of the claimed amount or amounts being due and payable by us under this Guarantee and immediately pay to you the sum or sums specified in your demand within the period specified in this Clause.

- 8. You may make more than one demand under this Guarantee so long as the demands are made pursuant to Clause 6 hereof and within the period specified therein and the aggregate amount specified in all such demands does not exceed the Guaranteed Sum. Your right to make demands on us under this Guarantee shall be an independent right and shall be without prejudice to any other rights that you may have under this Guarantee and/or under the RFP.
- 9. Our rights and obligations under this Guarantee are personal to us and may not be assigned or transferred without your prior written consent.
- 10. The provisions of this Guarantee shall be binding on the Guarantor and its permitted assigns and successors and shall ensure to the benefit of the Guarantor and its permitted assigns and successors.
- 12. This Guarantee shall be governed by and construed in accordance with the laws of Myanmar.
- 13. Any dispute, controversy or claim arising out of or in connection with this Guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules for the time being in force. The seat of the arbitration shall be Singapore and the venue of the arbitration shall be Yangon, Myanmar. The arbitration shall be administered by the Singapore International Arbitration Centre ("SIAC") in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of the SIAC Court of Arbitration. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English.

Dated this _____ day of _____

SCHEDULE 3 CLARIFICATION QUESTION(S)

- A. All clarification questions must be properly identified by the Applicant's Name and date of clarification question(s) as follows:

Application Type:	RFP for Non-Life Insurance JV
Date:	[Insert date of submission of clarification question(s) and comment(s)]
Applicant Name:	[Insert name of Applicant]

- B. For clarification question(s) and comment(s) on the RFP Sections and its Appendices:

Sr. No.	Topic	RFP Document reference no.	Clarification question / Comment
1.		[Indicate Section No./Schedule No.]	
2.		[Indicate Section No./Schedule No.]	

- C. List the serial number of clarification question(s) and comment(s) that should be treated in confidence.

SCHEDULE 4 EVALUATION CRITERIA

Note: The evaluation descriptions listed are meant to be indicative and are not to be taken as an exhaustive list of evaluation criteria.

S/N	Category	Sub-category	Description
1	Fit of Partners	N/A	Review the objectives for entering into the joint venture.
2	Capability of Foreign JV Partner	Track record	Review the business activities and JV experience of the Foreign JV Partner's insurance business.
		Financial	<p><u>Performance Ratings</u></p> <p>Review of the credit ratings by international rating agencies including Standard and Poor's, A.M Best, Moody's and Fitch.</p> <p><u>Financial Strength</u></p> <p>Review of financial indicators.</p>
3	JV Business Plan	Development roadmap	Review how the Foreign JV Partner plans to work with the Applicant to improve local operations.
		Business Strategy	Review the strategy proposed in the business plan.
		Business Projections	Review the business projections stated in the business plan.
4	Legal and compliance	Legal and compliance issues	Review changes to the legal and compliance related declarations and submissions from the EOI (if any) and whether there are any other legal and/or compliance issues in relation to the Proposal.

SCHEDULE 5 COMPLETENESS AND CONFORMANCE CHECKLIST

INFORMATION TO BE PROVIDED	CHECK	COMMENTS
Introduction – General Information		
1. One (1) Original, two (2) hard copies and one (1) CD-ROM submitted by the Applicants and correctly presented	YES / NO	
RFP Submission		
2. RFP Submission in accordance with Format of Proposal described in Section 7.7 of the RFP and correctly presented	YES / NO	
Additional Appendices		
3. Completed Schedule 6 (Statement of Non-Compliance or Deviation)	YES / NO	
4. Completed Schedule 7 (Application Form)	YES / NO	
5. Confirmation slip from bank for payment of the Application Fee	YES / NO	

SCHEDULE 6 STATEMENT OF NON-COMPLIANCE OR DEVIATION

The Applicant and Foreign JV Partner are deemed to have read and fully understood the RFP Documents. The Applicant shall indicate any deviation with any of the requirements stipulated in the RFP as indicated in the table below; and give accompanying reasons for such deviation in the Remarks column or in a separate sheet to be attached to this Schedule. Where the Applicant and Foreign JV Partner fail to satisfy the Ministry of Planning and Finance ("MoPF") that the deviation is for the benefit of MoPF, its Proposal may be deemed non-compliant and liable to be rejected.

Sr. No.	Terms and Conditions in RFP	Remarks
1		
2		
3		
4		
5		

Name & Signature: _____

Date: _____

Designation in Office: _____

Company Name & Stamp:

SCHEDULE 7 APPLICATION FORM

[*insert date*]

**Director General
Financial Regulatory Department
Ministry of Planning and Finance
Building No. 34, Level 2
Special Zone
Nay Pyi Taw, Myanmar**

Application Form

Request For Proposal (“RFP”)

**Non-Life Insurance Business In Myanmar To Be Operated By A Joint Venture Between
A Myanmar Insurer And A Foreign Insurer**

Dear Sirs,

We, the undersigned, whose information appears in the Schedule to this Application Form, acting as the authorised representatives of [*insert name of Applicant*] and [*insert name of Foreign JV Partner*] respectively, pursuant to the [*powers of attorney*] attached hereto as Enclosure (1), hereby certify, warrant and agree, on behalf of [*insert name of Applicant*] and [*insert name of Foreign JV Partner*] that:

1. This Application Form together with all attachments and Enclosures is submitted in accordance with the above Request for Proposal issued by or on behalf of the Government of the Republic of the Union of Myanmar ("**GOM**") (as amended, modified, supplemented or varied from time to time, the "**RFP**") and accompanies our proposal in response to the RFP. All capitalised terms used, but not otherwise defined, herein shall have the meanings accorded to such terms in the RFP.
2. Having examined and being fully familiar with all the provisions of the RFP, and any and all addenda thereto and the nature and scope of the contractual obligations to be undertaken by us, we hereby acknowledge and offer to undertake the Approval,
 - (a) in compliance with all terms and conditions of the RFP;
 - (b) in accordance with the Business Plan enclosed in our Proposal; and
 - (c) otherwise in accordance with all terms and conditions of the RFP.
3. We agree to be bound by the terms and conditions of the RFP.
4. We certify that the information submitted by us in our Proposal, including all the attachments and Enclosures, is complete and accurate in all respects.
5. We hereby agree that our Proposal constitutes our firm, irrevocable offer that is binding upon us and will remain valid up during the Validity Period and that the Validity Period may be extended in accordance with Section 3.2.2 of the RFP.

6. We understand that the Ministry of Planning and Finance (“MoPF”) is not obliged to accept our Proposal and may at any time reject our Proposal or terminate the RFP process at its sole discretion without providing reasons.
7. We undertake that we will remain bound by our Proposal during the Validity Period and will not seek to alter any details forming part of the Proposal. We understand that any alteration proposed by us may be considered and treated by MoPF to be a withdrawal of our Proposal.
8. We understand the evaluation criteria established by MoPF in Section 6.5 of the RFP and acknowledge that MoPF may reject our Proposal at any time and for any reason.
9. In the event we are invited by MoPF to do so, we agree to attend detailed clarification meetings at our own costs with MoPF on commercial, financial and legal issues of our Proposal and to do so in good faith.
10. We undertake to use our best endeavours to pursue discussions with you diligently and in good faith to resolve any outstanding issues in respect of our Proposal. We acknowledge that you may pursue discussions with any other Applicants concurrently with our discussions and that at any time our discussions may be terminated.
11. In the event we are selected as a Successful Applicant, we will do everything required of a Successful Applicant under the RFP, including but not limited to carrying out our obligations set out in the Approval in accordance with the requirements contained in this RFP.
12. All correspondence related to the Proposal should be sent to the address set out in the Schedule to this Proposal Form.

Note:

This Form should be submitted by the CEO or a representative of the Board of Directors of the Applicant and of the Foreign JV Partner’s Group, who should attest that the information submitted is true to the best of his knowledge.

Declaration by the Applicant

I hereby declare that all information given in this Form (including any appendices attached) is true and complete to the best of my knowledge and belief. I understand that any misrepresentation or omission of material facts may be grounds for the rejection of this Form and further applications for the insurance licence. I understand that I may be required to furnish additional information relating to this application upon request by the MoPF.

Signature:

Name:

Designation:

Date (DD/MM/YY):

Declaration by the Foreign JV Partner

I hereby declare that all information given in this Form (including any appendices attached) is true and complete to the best of my knowledge and belief. I understand that any misrepresentation or omission of material facts may be grounds for the rejection of this Form and further applications for the insurance licence. I understand that I may be required to furnish additional information relating to this application upon request by the MoPF.

Signature:

Name:

Designation:

Date (DD/MM/YY):

Particulars of the Applicant POC and Foreign JV Partner POC

1. Provide the name, designation and contact details of the authorised contact person who can act on behalf of the Applicant on all matters relating to the application. The Applicant accepts responsibility for all the submissions and representations that will be made by this authorised contact person.

Name: (in Block Letters and underline surname)	
Designation:	
Telephone:	
Email:	

2. Provide the name, designation and contact details of the authorised contact person who can act on behalf of the Foreign JV Partner on all matters relating to the application. The Foreign JV Partner accepts responsibility for all the submissions and representations that will be made by this authorised contact person.

Name: (in Block Letters and underline surname)	
Designation:	
Telephone:	
Email:	

SCHEDULE 8 MINIMUM CRITERIA

Applicants and their intended Foreign JV Partners should fulfil all of the following Minimum Criteria.

Sr. no.	Minimum Criteria
1	Has the Foreign JV Partner obtained the relevant approvals from their home jurisdiction to form a foreign joint venture, if such approval is required?
2	Will the Non-Life Insurance JV have a proposed certifying actuary who is a Fellow of any association recognised by the International Actuarial Association?

SCHEDULE 9 FIT AND PROPER FORM

1. Personal Particulars

Full name of proposed key executive, including any alias and other names. (Please underline family name)	
Appointment (Please delete accordingly)	Chief Executive / Chief Financial Officer / Certifying Actuary
Personnel provided by (Please delete accordingly)	Applicant / Foreign JV Partner

Provide the personal particulars of the proposed key executive in the following table.

Residential Address	
Telephone No.	Home: Office: Mobile:
Email Address	
Date of Birth (DD/MM/YYYY)	
Gender (Please delete accordingly)	Male / Female
Place of Birth	
Nationality	
Identity Card No.	
Passport No.	
Whether a permanent resident in another country and if so, which country	

2. Academic And Professional Qualifications

- (i) Provide details of highest academic and professional qualifications attained by the proposed key executive.

Period (DD/MM/YYYY)		Name and location of school/ college/ university	Qualification awarded
From	To		

Period (DD/MM/YYYY)		Institution	Professional qualifications (including any membership with professional bodies)
From	To		

Note: Relevant internationally recognised professional certifications or qualifications should be provided alongside the appendix. A Certifying Actuary must be a Fellow of an association recognised by the International Actuarial Association.

3. Employment History

- (i) Provide the employment history of the proposed key executive. Attach supporting documents separately if necessary.

Period (DD/MM/YYYY)		Name and address of employer (indicate if self-employed)	Nature of business of employer	Designation and Department	Description of duties
From	To				

- (ii) Provide the details of any achievements and special positions held presently or previously (please state date of achievement and period of special positions held). Include a separate attachment if necessary.

4. Directorships/ Positions And Shareholdings Held

- (i) Set out details of any directorship, partnership, sole-proprietorship, or other position (that is, as an employee) currently held, by the proposed key executive in any corporation.

Date of appointment	Name of corporation and place of incorporation	Nature of business	Position held	Percentage shareholding in corporation

- (ii) Set out any substantial shareholdings held by the proposed key executive in any corporation.

Date of acquisition (MM/YYYY)	Name of corporation and place of incorporation	Nature of business	Percentage shareholding in corporation

- (iii) Describe the reporting structure of the proposed key executive within the Non-Life Insurance JV, where applicable. Please also describe any reporting lines, where applicable, that the proposed key executive would have in relation to individuals at the immediate/ultimate parent company, or any related corporation, as the case may be.

- (iv) Where the proposed key executive for actuary is an employee of an external consultancy firm or is directly employed by the Non-Life Insurance JV's immediate/ultimate parent company or any related corporation, as the case may be, please set out in the table below the appointments equivalent to that of the actuary which the proposed key executive is currently holding, at other insurers.

Date of appointment (DD/MM/YYYY)	Name of insurer and country where it is registered/licensed	Type of appointment (e.g. appointed actuary or certifying actuary)	Type of insurer ^a	Level of actuarial support ^b

Notes:

^a Please include information such as whether the insurer is (a) a direct life/general/composite insurer or life/general/composite reinsurer; (b) a going concern or in run-off; and (c) the market share (for overseas insurers).

^b For example, whether the actuarial support comes from the Non-Life Insurance JV's own actuarial team, the consultancy firm, or the Non-Life Insurance JV's immediate/ultimate parent company or any other related corporation, as the case may be.

- (v) Based on details set out provided in (i) to (iv) above and any additional appointment(s) which the proposed key executive is expected to assume or has already undertaken, the board of directors of the Applicant is expected to have considered the following:
- a) Actual or potential conflict of interest; and
 - b) Actual or potential hindrance to discharging of duties by the proposed key executive.

In the event that the board of directors has determined that an actual and potential conflict of interest or hindrance to discharging of duties of by the proposed key executive exists, please provide an explanation and describe the measures that have been or will be implemented to mitigate risks arising from the above concerns.

5. Reputation And Character

If the answer to any of the following questions is "Yes", please attach annexes and supporting documents, where appropriate, to provide all relevant particulars.

In the last 10 years, has the proposed key executive -		<u>Yes</u>	<u>No</u>
(a)	been refused the right or restricted in its or his right to carry on any trade, business or profession for which a specific licence, registration or other authorisation is required by law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>
(b)	been issued a prohibition order under any law administered by any Myanmar government bodies or has been prohibited from operating in any jurisdiction by any financial services regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>
(c)	been censured, disciplined, suspended or refused membership or registration by any Myanmar government bodies, any other regulatory authority, an operator of a market or clearing facility, any professional body or government agency, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(d)	been convicted of any offence, or is being subject to any pending proceedings which may lead to such a conviction, under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>

(e)	been the subject of any proceedings of a disciplinary or criminal nature or has been notified of any potential proceedings or of any investigation which might lead to those proceedings, under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>
(f)	been the subject of any complaint made reasonably and in good faith, relating to activities that are regulated by any Myanmar government bodies or under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>
(g)	had any judgment (in particular, one associated with a finding of fraud, misrepresentation or dishonesty) entered against the relevant person in any civil proceedings or is a party to any pending proceedings which may lead to such a judgment, under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>

In the last 10 years, has the proposed key executive been a substantial shareholder or held a position of ownership, control or management in a company or business that has -		<u>Yes</u>	<u>No</u>
(h)	been censured, disciplined, or prosecuted or convicted of a criminal offence, or been the subject of any disciplinary or criminal investigation or proceeding, in Myanmar or elsewhere, in relation to any matter that took place while the key executive was a director, partner, substantial shareholder or concerned in the management of the business?	<input type="checkbox"/>	<input type="checkbox"/>
(i)	been suspended or refused membership or registration by any Myanmar government bodies, any other regulatory authority, operator or market or clearing facility, professional body or government agency, in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(j)	gone into insolvency, liquidation or administration during the period when, or within a period of one year after, the key executive was a director, partner or concerned in the management of the business, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>

6. Legal Offences And Civil Liabilities

If the answer to any of the following questions is “Yes”, please attach annexes and supporting documents, where appropriate, to provide all relevant particulars.

In the last 10 years, has the proposed key executive -		<u>Yes</u>	<u>No</u>
(a)	contravened or abetted another person in breach of any laws or regulations, business rules or codes of conduct, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(b)	been the subject of any investigations or disciplinary proceedings or been issued a warning or reprimand by any governmental or regulatory authority, an operator of a market or clearing facility, or any professional body or any government agency, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(c)	accepted civil liability for fraud or misrepresentation under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>
(d)	had any civil penalty enforcement action taken against it or him by any Myanmar government bodies or any other regulatory authority under any law in any jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>
(e)	been dismissed or asked to resign from — <ul style="list-style-type: none"> • office; • employment; • a position of trust; or • a fiduciary appointment or similar position, whether in Myanmar or elsewhere? 	<input type="checkbox"/>	<input type="checkbox"/>
(f)	been subject to disciplinary proceedings by his current or former employer(s), whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(g)	been disqualified from acting as a director or disqualified from acting in any managerial capacity, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(h)	been an officer found liable for an offence committed by a body corporate as a result of the offence having proved to have been committed with the consent or connivance of, or neglect attributable to, the officer, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(i)	been refused a fidelity or surety bond, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>

7. Financial Soundness

If the answer to any of the following questions is “Yes”, please attach annexes and supporting documents, where appropriate, to provide all relevant particulars.

In the last 10 years, has the proposed key executive -		<u>Yes</u>	<u>No</u>
(a)	been unable to fulfill any of its or his financial obligations, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(b)	entered into a compromise or scheme of arrangement with its or his creditors, being a compromise or scheme of arrangement that is still in operation, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(c)	been subject to a judgment debt which is unsatisfied, either in whole or in part, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(d)	been the subject of a bankruptcy petition or has been adjudicated a bankrupt and the bankruptcy is undischarged, whether in Myanmar or elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>
(e)	been subject to any other process outside Myanmar that is similar to those referred to in (d).	<input type="checkbox"/>	<input type="checkbox"/>

8 Other Information

Provide any additional information that the proposed key executive considers to be relevant or material to this application.

9 Declaration

I declare that:

- To the best of my knowledge, all the information I have given in this application is correct; and
- I agree that the Ministry of Planning and Finance may make such enquiries as it thinks fit to consider my application.

Signature of Proposed Key Executive:	
Date:	

SCHEDULE 10 BUSINESS VOLUME AND MANPOWER PROJECTIONS

Business volume, i.e. Gross Written Premium (USD '000):

Type of Business	Year 1	Year 2	Year 3	Year 4	Year 5
Total					

Manpower:

Type of Staff	Year 1		Year 2		Year 3		Year 4		Year 5	
	Local	Non-local	Local	Non-local	Local	Non-local	Local	Non-local	Local	Non-local
Professional										
Supporting										
Total										

SCHEDULE 11 FINANCIAL PROJECTIONS OF THE NON-LIFE INSURANCE JV

Year	2020	2021	2022	2023	2024
Currency	USD ('000)	USD ('000)	USD ('000)	USD ('000)	USD ('000)
<u>Assets</u>					
Paid up capital					
Shareholders' funds					
Total assets					
<u>Liabilities</u>					
Policy liabilities					
Other liabilities					
Total liabilities					
<u>Income</u>					
Gross premiums written					
Net premiums written					
<u>Expenses</u>					
Total claims settled					
Distribution expenses					
Tax expenses					
Staff salaries and expenses					
Office rent					
Related party expenses					
Directors' fees					
Audit and other professional					
Repairs and maintenance					
Public utilities					
Office equipment					
Licence and Association					
Advertising and marketing					
Total expenses					
Net investment income					
Net income/ (loss) after tax					

SCHEDULE 12 INFORMATION OF CONNECTED PARTY OF THE FOREIGN JV PARTNER

A “connected party”, means:

In relation to a legal person (other than a partnership), means any director or any natural person having executive authority (eg: Chief Executive Officers etc.) in the legal person;

S/N	Name of Directors

S/N	Name of Natural Persons with Executive Authority (i.e. Chairman, CEO etc.)

APPENDICES

APPENDIX A: GLOSSARY OF TERMS

Applicants should note that this Glossary of Terms is intended to facilitate understanding of this RFP.

Proposal means the documents, security and other information submitted by Applicants in response to the RFP, as required by Section 7.0;

Applicant means a local Myanmar non-life insurer who have registered their interest by submitting the RFP;

Application Form means the original Proposal form provided to interested parties with this RFP, to be completed by Applicants as part of their Proposal as referred to in Section 7.7 and as set out in Schedule 7;

Business Day means any day excluding a Saturday, Sunday and any other day which is a legal holiday in the Union of Republic of Myanmar or on a day on which banking institutions are authorised or required by law or other governmental action to be closed in Myanmar;

Closing Date means the date specified in Section 7.2.4;

Closing Time means the time specified in Section 7.2.4;

Authority or **GOM** means the Government of the Republic of the Union of Myanmar;

Foreign JV Partner means the foreign insurer who is a partner in the proposed Non-Life Insurance JV and has completed payment of the Application Fee. The Foreign JV Partner is required to have a local representative office registered for the non-life/composite insurance business in Myanmar as on 31 December 2018 in order to be eligible to form a JV with local Myanmar insurers;

Non-Life Insurance JV means a joint venture between a local non-life Myanmar insurer and foreign non-life/composite insurer for carrying out the non-life insurance business in Myanmar;

MoPF means the Ministry of Planning and Finance;

Successful Applicant means the Applicant and Foreign JV Partner who have been selected under the RFP process for the conditional approval of Non-Life Insurance JV;

POC means point of contact;

RFC means the request for clarification by the Applicants;

RFP or **Request for Proposal** means this Information for Applicants and Conditions of Proposal, including all of its Schedules and Appendices, and such other documents as MoPF may from time to time advise the Applicants;

RFP Issue Date means the date specified in Section 5.1.1;

RFP Period means the period from RFP Issue Date to the Closing Date.