



Mekong River Commission

P.O. Box 6101, 184 Fa Ngoum Road, Unit 18,
Ban Sithane Neua, Sikhottabong District, Vientiane 01000, Lao PDR
Telephone: (856-21) 263 263. Facsimile: (856-21) 263 264

No. RFQ17-038

23 March 2017

Request for Quotations

Dear Sir/Madam,

The Mekong River Commission (MRC) has applied for financing from the World Bank toward the cost of the Mekong Integrated Water Resources Management (IWRM) Project. It intends to apply part of the proceeds of the Grant to eligible payments under the Contract for which this Request for Quotation is issued by The Mekong River Commission Secretariat (MRCS) as Implementing Agency.

The Mekong River Commission Secretariat (MRCS) is now inviting your company/printing house to submit the sealed Quotation (Unit Price) for the **Printing Materials and Publications**. Technical requirement of supplies to be provided are in the Section 4 attached.

The quotation shall be quoted for a fixed unit price in KIP excluded all taxes and remaining valid at least for 1 year after the deadline for submission of quotations;

The quotation shall be submitted to MRCS Procurement Unit not later than **7 April 2017, 3:30 PM** a sealed envelope clearly marked “RFQ17-038 Printing Materials and Publications - DO NOT OPEN BEFORE SUBMISSION DEADLINE”. The sealed envelope shall be addressed to the Mekong River Commission Secretariat at the following address:

Mekong River Commission Secretariat
Administration Division
Procurement Unit
P.O. Box 6101, Unit 18 Ban Sithane Neua
Sikhottabong District, Vientiane 01000, Lao PDR
Tel: (856) 21 263 263; Fax: (856) 21 263 264

Alternatively, bidders have the option of submitting their Quotation electronically by email to the Procurement Unit account: procurement@mrcmekong.org or saichanh@mrcmekong.org. The subject of the email should be clearly marked “Quotation for the RFQ17-038 Printing material and publications”.

E-mails will be opened only by the authorized officer with password to access to the account and at the time of the opening session.

Please be aware that bids not emailed to the Procurement Unit account: procurement@mrcmekong.org or saichanh@mrcmekong.org will be rejected. Bids received after the deadline for bid submission will also be rejected. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.

MRCS may annul the bidding process and reject all quotations at any time prior to contract award, without thereby incurring any liability to the bidders, according to the revised Procurement Manual posted in MRC website: <http://www.mrcmekong.org/working-with-mrc/tenders/>.

The Framework Contract will be awarded to the supplier whose quotation is the substantially technical compliant and lowest offer for the Lot. A template of the Framework Contract is provided in the Annex I for your information.

The supplies shall be delivered within **the time set by MRCS** after issuance of the Framework Contract. Failure to respect the **completion** date gives MRCS the right to cancel the Contract.

Full payment will be done to the Supplier's bank account upon the basis of an original invoice and after acceptance of receipt and commissioning reports by MRCS Offices.

We appreciate receiving your quotation.

Sincerely yours,

Signed

Pham Tuan Phan
Chief Executive Officer
Mekong River Commission Secretariat

Section 1: Instruction to the Bidders

1. The Mekong River Commission Secretariat will apply the Grant from the World Bank to payments under the contract for supply of Printing Materials and Publications under this request for quotations. The successful bidder is expected to deliver the **publications** within the time allowed under paragraph 5 of the condition of the contract.
2. Eligible Bidders:
The bidder shall provide information specified in Section 2: (Not Applicable)
3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
 - 3.1 The Government requires that Purchasers, as well as Bidders and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
 - 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Bidder from participation in the procurement proceedings concerned or reject a quotation for award; and
 - (b) declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;
if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.
 - 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
 - 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “*collusive practice*” means a scheme or arrangement among two or more Bidders, without the knowledge of the Purchaser (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
 - (e) “obstructive practice” is
 - (1) 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
- (2) acts intended to materially impede the exercise of the Bank's inspection and audit rights.

4. Content of the request for quotations:
Invitation for Quotations
Section 1: Instruction to bidders
Section 2: Conditions of contract
Section 3: Quotation Form
Section 4: Technical Requirement and Schedule of Items
Section 5: Evaluation Criteria
Form 1: **Draft contract form**
5. Documents comprising the Quotation: Quotation submitted by the bidders shall comprise the following documents:
- Quotation Form
 - Schedule of Items and Prices
 - Technical Specification of the Goods to be supplied
6. Quotation and Evaluation criteria: The bidder's quotation shall be for all items required and specified in Section 4: Schedule of Items and Prices. The Purchaser has the right to reject quotations that (1) do not respond to all the items specified in the Schedule of Items and Prices, or (2) The proposed technical specifications do not meet the requirements in a substantial way. The contract will be awarded to the bidder offering the lowest evaluated Quotation.
7. Validity of Quotation: The Quotation shall remain valid for the period of 1 year after the deadline for submission of quotations specified in Paragraph 13 of the Instruction to the Bidder i.e. until **31 March 2018** included.
8. Currency of Quotation: All prices shall be quoted in Lao Kip.
9. Price: The quoted price shall include taxes, duty, inland transportation, insurance and costs incidental to delivery of the goods to their final destination. The quoted price shall be fixed for the duration of contract.
10. Alternative Quotation will not be permitted.
11. Products: Warranty is per specified in Section 4 for each item.
12. Preparation and Sealing of Quotation: The Bidder shall prepare one original of the documents comprising the quotation as described in paragraph 4 of these instructions and marked "Original". In addition, the bidder shall also submit 1 copy. In the event of any discrepancy between the original and the copies, the original shall prevail. The original and each copy of the Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The name and position held by each person signing the authorisation must be typed or printed below the signature.
Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Quotation.

Each Bidder shall submit only one Quotation.

13. Place and deadline of submission of Quotation:

The quotation shall be submitted to MRC Procurement Unit not later than **7 April 2017, 3:30 PM** (local time) a sealed envelope clearly marked “RFQ17-038- DO NOT OPEN BEFORE SUBMISSION DEADLINE”. The sealed envelope shall be addressed to the Mekong River Commission Secretariat at the following address:

Mekong River Commission Secretariat
Finance and Administration Section
Procurement Unit
P.O. Box 6101,
Unit 18 Ban SithaneNeua, Sikhottabong District,
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Any Quotation received after the deadline prescribed in this paragraph will be rejected and returned unopened to the bidder.

14. Modification and withdrawal of Quotations: The bidder may withdraw its Quotation after submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline for submission. No Quotations shall be modified after the deadline for submission of Quotations specified above in paragraph 13 of these instructions. Withdrawal of a quotation between the deadline for submission of quotation and expiration of the validity may result in ineligibility of the bidder.

15. Opening of Quotations will be held at the same time and date as the submission deadline in the presence of the Bidding Committee. The bidder name, bid modification or withdrawals, quotation price, discounts will be announced at the opening. No bid shall be rejected at the bid opening, except for late quotations.

Immediately after completion of the opening proceedings, a copy of the opening record shall be posted at a prominent location, accessible to the public, outside the office of the Purchaser and shall be retained at the same location until the award of contract has been notified. A copy of the bid opening record shall be provided to all bidders who submitted quotations. If the contract is subject to prior review, a copy of the opening record shall be sent to the financing institution as soon as the opening is completed.

16. Confidential: After the opening of Quotations, information relating to the examination, clarification, and evaluation of Quotations and recommendations for award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

17. **Evaluation and Comparison of Quotation:** The **Frame work contract** will award to the bidder whose quotation has been determined to be substantially responsive to the Quotation Document and who has offered the lowest evaluated quotation. In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price by adjusting the quotation by marking any correction for any arithmetic errors as follows:

- (a) Where there is a discrepancy between amount in figures and in words, the amount in word will govern;
- (b) Where there 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.

18. The Purchaser's right: Depending on the final requirement, the Purchaser may increase or decrease the quantity by fifteen per cent (15%) and this shall be reflected in the Purchase Order. The Purchaser reserves the right to accept or reject any quotations, and to cancel the process of the competition and reject all quotations, at any time prior to the award of the contract, without thereby incurring any liability to affected bidders or any obligation to inform the affected bidders of grounds.
19. Notification of Award and signing of contract: Prior to the expiration of the period of validity of quotation, the Purchaser will send the successful bidder the purchase order including the draft contract. The supplier shall also sign the contract within a period of 15 days from the date of issue of this Purchase Order.
20. Advising unsuccessful bidders: Upon signing the contract, the Purchaser shall notify all other bidders that their quotations have been unsuccessful. The bidder has the right to request a debriefing to ascertain why its quotation was unsuccessful and the Purchaser has the obligation to provide it.

Section 2: Conditions of Purchase Order (PO)/Contract

1. The following documents forming the contract shall be interpreted in the following order of priority:
 - (a) The conditions of PO/contract
 - (b) The completed Quotation submission sheet as submitted by the Bidder.
 - (c) Schedule of Items and Prices
 - (d) Technical Specification of the Goods Required
2. This PO/Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. Price adjustment and variation: Price adjustment and variation are not applicable to this PO/contract.
4. Payment under this PO/contract: The payment for the Supplier shall be made in Lao Kip within 28 days of delivery of goods to the final destination and acceptance as specified in Clause 8, the contract price shall be paid against submission of the Certificate of Acceptance/Delivery Note and invoice for the completion item (one original and two copies). Payment of VAT/Taxes and other impositions shown in the Supplier's invoice shall be made in accordance with the current regulations, at the time of settlement of the invoice.
5. Delivery time: The publications/goods shall be delivered to the Purchaser base on the timeline requirements and available artwork for each item.
6. Delivery late: If the Supplier delivers the specified goods later than the delivery period specified in paragraph 5, the Purchaser has the right to reduce the payment to the supplier by 0.05% of the total price of PO/contract for each day of delay beyond the delivery time. The reduction is up to a maximum of the 10%, and then the Purchaser may terminate the PO/contract.
7. Packaging of goods: The supplier shall warrant that goods are contained or packaged adequately to protect the goods from loss or damage when transporting to the final destination of delivery.
8. Inspection: Within 3 days of delivery, the Purchaser or inspectional Committee shall inspect the goods delivered to ensure compliance with the requirement of PO/contract. If no fault is found, a certificate of acceptance should be issued to the Supplier.
9. Intellectual Property infringement: The supplier warrants the use by the Procuring Entity of the goods sold under this PO/contract does not infringe any patent, design, trade name or trade mark. In addition, the supplier shall, pursuant to this warranty, indemnify, defend and hold the Purchaser harmless from any action or claim pertaining to the alleged infringement of patent, design, trade name or trade mark arising in connection with the goods sold under this PO/contract.

10. Termination of PO/contract: the Purchaser may, by written notice sent to the Supplier, terminate the PO/contract in whole or in part at any time for its convenience:
- (i) if the Supplier fails to deliver any or all the goods within the time period(s) specified in this PO/contract, or
 - (ii) if the Supplier fails to perform any other obligation(s) under this PO/contract, or
 - (iii) if the Supplier, in either of the above circumstances does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - (iv) if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this PO/contract.

11. Settlement of disputes:

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator to be appointed by a mutually agreed institution and the decision by this arbitrator shall be binding on both parties.

Section 3: Quotation Form

Logo of the Company

Address:

Date:

To:

[Name and address of the Purchaser]

Having examined the Request for Quotations, the receipt of which is here by duly acknowledged, We, the undersigned, offer to supply (Name of Goods) for [the Lot](#) in conformity with the said Request for Quotation in total Price:

- (Insert Value in figures) in Kip
- (Insert Value in words) in Kip

We undertake, if our Quotation is accepted, to deliver the goods in (days/weeks / months) from the date of the signed PO/contract, in accordance with the delivery time specified in paragraph 5 of the Conditions of PO/contract.

We are not participating as Bidders in more than one Quotation in this Quotation process. Our Quotation shall be valid fordays after the deadline for submission of Quotations.

We declare that ourselves and any Subcontractors or Contractors for any part of the PO/contract have not been declared ineligible by the MRCS, World Bank and/or Government on charges of engagement in corrupt, fraudulent, collusive, coercive or obstructive practices. We furthermore, pledge not to indulge such practices in the duration of the PO/contract.

We understand that your written Purchase Order shall constitute the acceptance of our Quotation and shall become a binding contract between us, until a formal PO/contract is prepared and executed.

We understand that you are not bound to accept the lowest or any Bid that you may receive.

Signature of Supplier and Stamp

Name of Supplier

Section 4: Technical Requirements and Schedule of Items

Lot 1 – Publications

No	Item	Specifications	Quantity (up to)	Unit Price	Time of Order
1	Media Handbook	A4, 88 - 104 pages (EN), full-color, cover 300g w/ PVC coated, inside 110g, spiral binding	500		April
		A4, 120 - 144 pages each (Khmer, Lao, Thai, Vietnamese), binding, full-color, cover 300g w/ PVC coated, inside 110g, spiral binding	200 x 4 500 x 4		April
2	TB brochure	A5, 8 pages or 16 pages (EN), booklet style, full color, cover 210g w/PVC coated, inside 160g, saddle-stitching binding	500 1,000		April
		A5, 12 pages or 24 pages each (Khmer, Lao, Thai, Vietnamese), booklet style, full color, cover 210 g w/PVC coated, inside 160 g, saddle-stitching binding	200 x 4 500 x 4		April
3	TB leaflets	5 leaflets Each: A4, double-sided (EN), full color, 160g w/ PVC coated	500 x 5 1,000 x 5		May
		5 leaflets Each: A4, 4 pages each (Khmer, Lao, Thai, Vietnamese), full color, 160g w/ PVC coated	500 x 5 x 4 1,000 x 5 x 4		May
4	MRC knowledge brochures	5 brochures Each: A5, 8 pages (EN), booklet style, full color, cover 210g w/PVC coated, inside 160g, saddle-stitching binding	500 x 5 1,000 x 5		May - December
		5 brochures Each: A5, 12 pages each (Khmer, Lao, Thai, Vietnamese), booklet style, full color, cover 210 g w/PVC coated, inside 160 g, saddle-stitching binding	200 x 5 x 4 500 x 5 x 4		May - December
5	MRC knowledge leaflets	5 leaflets Each: A4, double-sided (EN), full color, 160g w/ PVC coated	500 x 5 1,000 x 5		May - December
		5 leaflets Each: A4, 4 pages each (Khmer, Lao, Thai, Vietnamese), full color, 160g w/ PVC coated	500 x 5 x 4 1,000 x 5 x 4		May - December
6	MRC posters	30 panel posters Photo frame: H 105cm W 75cm, including photo cover by glass	30		October
		12 sticker posters for windows, H 80cm, W 133cm	12		
7	MRC stickers	Blue color (Cyan 100 and Magenta 80) Small 4 inch	150		October
		Blue color (Cyan 100 and Magenta 80) Medium 6 inch	50		
		Blue color (Cyan 100 and Magenta 80) Large 8 inch	50		
8	Poster calendar (contest winners')	A3 size (landscape), wire O, 14 printed pages	1,000 2,500 5,000		December
9	TB visual magazine	A4, 48 pages (EN), magazine style, full color, cover 230g w/ PVC coated, inside 100g, perfect binding	300 600		January 2018

		A4, 64-80 pages (Khmer, Lao, Thai, Vietnamese), magazine style, full color, cover 230g w/ PVC coated, inside 110 g, perfect binding	200 x 4 500 x 4		
10	TB issues papers	3 papers Each: A4, 40-56 pages (EN), book style, full color, cover 260g w/ PVC coated, inside 120 g, perfect binding	200 x 3		April
		3 papers Each: A4, 64-72 pages each (2 riparian languages), book style, full color, cover 260g w/ PVC coated, inside 120 g, perfect binding	200 x 3 x 2		April
11	TB final papers	5 papers Each: A4, 56 - 64 pages (EN), book style, full color, cover 260g w/ PVC coated, inside 120 g, perfect binding	200 x 5		January 2018
		5 papers Each: A4, 72 - 88 pages each (2 languages of Khmer, Lao, Thai, Vietnamese), book style, full color, cover 260g w/ PVC coated, inside 120 g, perfect binding	200 x 5 x 2		February 2018
12	MRC Newsletter <i>Catch and Culture</i>	A4, 48 - 64 pages, magazine style, full color, cover 230g w/ PVC coated, inside 100g, perfect biding 4 times of production	500 (x 4 times) 1,000 (x 4 times)		March, May, September and December

Lot 2 – T-shirts

No	Item	Specifications	Quantity	Unit Price	Time of Order
1	IWRM T-shirts	Cotton, blue background, green & white screen, S-M-L-XL	1,000		March
2	MRC polo shirts	Cotton, color background, 2-color images, S-M-L-XL	400		March

Section 5: Evaluation Criteria

PRE-QUALIFICATION CRITERIA

Ref	Evaluation criteria	Supplier A	Supplier B
		Y/N	Y/N
1	Submission form duly signed by authorized person		
2	Quotation validity: at least 1 year		
	Prequalification	Y/N	Y/N



Mekong River Commission

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Telephone: (856-21) 263 263. Facsimile: (856-21) 263 264

Date: [CONTRACT DATE]

MEKONG RIVER COMMISSION CONTRACT

No. [CONTRACT NUMBER]

[SUBJECT OF THE CONTRACT]

The Mekong River Commission Secretariat (hereinafter referred to as "the Employer"), wishes to engage your company,

[COMPANY NAME]

[ADDRESS]

Tel: [TELEPHONE NUMBER]

Mobile: [MOBILE PHONE NUMBER]

Fax: [FACIMILE NUMBER]

Email: [EMAIL ADDRESS OF THE RESPONSIBLE PERSON]

Duly incorporated under the Laws of **Lao PDR** (hereinafter referred to as the "Supplier") in order to perform supplies in respect of **[SUBJECT OF THE CONTRACT]** (hereinafter referred to as the "Services"), in accordance with the following conditions:

1. Scope of Services

- 1.1. The Supplier shall perform the Services (herein refer to as "Services") specified in the Detail of Services, Annex I.
- 1.2. The Services shall be commenced on the **[STARTING DATE]** and shall be completed on the **[ENDING DATE]** or any other period as may be subsequently agreed by the parties in writing, or unless sooner terminated under the terms of this Contract.
- 1.3. This Contract is subject to the Employer General Conditions as stipulated in clause 3 below.

2. The Total Contract Price and Payment

2.1. Contract Price

For Services rendered pursuant to Annex I under the terms of this Contract, the Employer and supplier have agreed on the unit price per line item as per quotation from supplier dated [DATE], Annex II. The firm price will valid as per clause 1.2 above. This amount has been established based on the specific requirements and outputs as specified in Annex I, Detail of Services.

2.2. Schedule of Payments

The schedule of payments is as follows:

The payment shall be effected by the Employer to the Supplier after the completion of each services and the acceptance of the original and signed invoices submitted by the Supplier to the MRC's Procurement Unit.

2.3. Payment Conditions

Payment shall be made in [CURRENCY] within thirty days upon the Employer's acceptance of an original invoice confirming the deliverables as specified in Clause 2.2.

Invoices submitted by fax or copies of invoices will not be accepted.

The Employer shall make all payments to the following Bank account of the Consultant, all bank charges shall be borne by the Consultant.

[BANK DETAILS]

Bank Name:
Bank Address:
Account Number:
Account Name:
SWIFT Code:

3. General Conditions

3.1. The Employer Representative

The Employer shall appoint its authorized representative who will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Employer and for receiving and approving the payment.

3.2. The Supplier Representative

Not applicable.

3.3. Legal Status

The Supplier shall be considered as having the legal status of an independent Supplier vis-à-vis the Employer. The Consultant's personnel and sub Consultants shall not be considered in any respect as being the employees or agents of the Employer.

3.4. Performance Standard

The Supplier undertakes to perform the Services with the highest standards of professional and ethical competence and integrity and ensure that the Services will be carried out according to the schedule specified in Annex I.

3.5. Confidentiality

The Supplier shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Employer's business and operations without the prior written consent of the Employer.

3.6. Ownership of Material

Any reports or other material, graphic or otherwise, prepared by the Supplier for the Employer under the Contract shall belong to and remain the property of the Employer.

3.7. Insurance

The Supplier shall be responsible for taking out all risks insurance in respect of its property, equipment, workmen's compensation to cover claims for personal injury or death or any appropriate insurance coverage in connection with this Contract.

3.8. Language

The Language of the Contract shall be English.

3.9. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by direct negotiation, be settled by arbitration in Vientiane accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The appointing authority shall be the Chairman or Deputy Chairman of the Singapore International Arbitration Centre ("SIAC"). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such disputes controversy or claim.

3.10. Modification of Contract

Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Supplier and Jeremy Bird, Chief Executive Officer, the Employer.

3.11. Termination of Contract

MRCS shall be entitled to terminate the performance of the Services prior to the completion of the Contract by notice in writing which shall be given not less than fifteen (15) days in advance (the date on which the Services are terminated is herein referred to as "Date of Termination"). Upon receipt of such notice, the

Supplier shall take immediate steps to terminate the Services and to reduce the expenditure to a minimum.

In the event that the Employer serves a notice of termination as aforesaid, the Employer shall pay the Supplier all amounts for the Services up to the Date of Termination.

3.12. Observation of the Law

The Factory shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the terms of this Contract. The Governing Law of this contract is the law of Lao PDR

3.13. Entry into force

The Supplier shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the terms of this Contract. The Governing Law of this contract is the law of Lao PDR.

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office the original of this Contract, duly signed and dated, and make one copy for your future reference.

Mekong River Commission Secretariat

For [COMPANY NAME]

Agreed and Accepted

Pham Tuan Phan
Chief Executive Officer

[NAME]

[POSITION]

Date:

Date:

Clearance by:

Somsanith Inthavong
Chief Finance Officer
Administration Division
Date:

Funds are available and obligated:

Naruepon Sukumasavin
Director
Administration Division
Date:

Budget Codes: [BKF BUDGET DIMENSIONS]

An Pich Hatda
Director
Planning Division
Date:

Budget Codes: [WB BUDGET DIMENSION]

ANNEX I

Detail of Services

Under this contract the supplier shall provide following services and warrantee:

1. Delivery

The supplier shall deliver all ordered goods to MRC within [NUMBER] working days after received of order.

2. Replacement

If the Employer does not satisfy with the delivered printing products in term of quality, quantity, condition or want to change with another item which included in the quotation (DATE) the supplier must replace within [NUMBER] working days. After this replacement period, a penalty of 0.01% of the order's total amount will be charged for each day of delay.

3. Warrantee

The Supplier warrants that all the supplies are new and, unused. The Supplier further warrants that the supplies shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in MRC.

ANNEX II

Quotation from the Supplier

[DATE]