



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. RFQ17-118

25 August 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 (M-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 to submit the sealed Quotation for the supply of **IT equipment** for M-IWRM/MRCS. Technical requirement of supplies to be provided are in the Section 4 attached.

The quotation shall be quoted for a fixed price excluded all taxes and remaining valid at least for 60 days after the deadline for submission of quotations;

The quotation shall be submitted to MRC Procurement Unit not later than **08 September 2017, 3:00 PM (local time)** a sealed envelope clearly marked “**RFQ17-118 - 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 SithaneNeua
Sikhottabong District, Vientiane 01000, Lao PDR
Tel: (856) 21 263 263; Fax: (856) 21 263 264

Quotations received will be evaluated on item basis and Purchase Order/Contract will be awarded to the supplier whose quotation is the lowest substantially technical compliant offer for the item. **The maximum budget for Item No 2 is US\$1,500.**

The supplies shall be delivered within **4-6 weeks** after issuance of the Purchase Order/Contract. Failure to respect the completion date gives MRCS the right to cancel the Purchase Order/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

Naruepon Sukumasavin
Director of Administration Division

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 **IT equipment for M-IWRM Project** under this request for quotations. The successful bidder is expected to deliver the goods 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: Manufacturer/Dealer's Authorisation
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
 - Manufacturer/Dealer's Authorisation
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 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 60 days after the deadline for submission of quotations specified in Paragraph 13 of the Instruction to the Bidder.
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 **08 September 2017, 3:00 PM** (local time) a sealed envelope clearly marked “RFQ17-118- 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
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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 Purchaser will award the contract 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, 100% of the contract price shall be paid against submission of the Certificate of Acceptance/Delivery Note and invoice (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: All goods shall be delivered to the Purchaser within 4 – 6 weeks from date of PO/contract.
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. Warranty: The Supplier shall provide the warranty of at least 12 months, and if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods within **14 days**.
11. 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.

12. 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 items** 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 for days after then 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

Ref	Minimum Technical Specifications	Qty	Proposed equipment
1	Laptop	2	
	CPU: core i7		
	OS: Windows 10 Pro (64bit) OEM		
	HDD: 1TB SSD		
	RAM: 16 GB (2 slots) DDR4		
	Display: 12.5" FHD(1920x1080)		
	Ports: USB3.0		
	Connectivity: WiFi 802.11ac/Wireless networking		
	Battery: 4-cell		
	Warranty: 2-3 years		
2	Laptop	1	
	CPU: core i7		
	OS: Windows 10 Pro 64 bit OEM		
	HDD: 500GB SATA		
	RAM: 16GB		
	Display: 14" FHD		
	Connectivity: Dual band Wireless		
	Ports: HDMI, VGA, RJ-45 and SD card reader		
	Battery: 56Whr		
	Warranty: 2-3 years		
3	Multi-Function color Printer	1	
	Functions: Print, copy, scan		
	Print speed color: up to 18ppm		
	Print speed black: up to 18ppm		
	Resolution: (black) 600x600dpi		
	Resolution (color): 600x600dpi		
	Print speed: up to 24 ppm		
	Processor speed: 800MHz		
	Display: 3.0"		
	Connectivity: USB 2.0 built-in fast Ethernet 10/100		
	Scan type: Flatbed, ADF		
	Resolution: 300x300dpi		
	Copy speed: up to 19cpm		
	Memory: 256MB		
	Warranty: 1 year		
3.1	Color Cartridge (large quantity) for above printer	2 sets	

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 60 days		
3	Valid certificate of the authorized dealer in the region (for the offered equipment branch if available)		
	Prequalification	Y/N	Y/N

TECHNICAL EVALUATION CRITERIA

Ref	Evaluation criteria	Supplier A	Supplier B
		Y/N	Y/N
1	Technical Requirement		
1.1	<i>Minimum requirement 1</i>		
1.2	<i>Minimum requirement 2</i>		
1.3	<i>Minimum requirement 3</i>		
1.n	<i>Minimum requirement n</i>		
2	Delivery period		
3	Warrantee period		
	Technical Compliance	Y/N	Y/N

Form 1:

Manufacturer/Dealer's Authorization Letter

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

RFQ No:

Date:

To:

Name and address of Purchaser]

WHEREAS, we *[name and address of manufacturer]* are reputable manufacturers having factories at *[list of places of factories]*.

THEREFORE, we do hereby:

1. Authorise *[name of Bidder]* to submit a Bid in response to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, *[description of goods]*, manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and,
2. Extend our full guarantee and warranty in accordance with ITB paragraph 10, with respect to the Goods offered in the Bid.

Signed

In the capacity of:

Duly authorised to sign the authorisation for
and on behalf of

[name of manufacturer]

Date: