



**Mekong River Commission
Secretariat
(MRCs)**

Request for Proposal

**Procurement of Office
Equipment for IKMP
(RFP10-009)**

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Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Request for Proposal (RFP) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds** Not applicable
- 3. Fraud and Corruption**
- 3.1 The bidders, suppliers, contractors, and consultants under MRC-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the MRC:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the MRC, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to

harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the MRC or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a MRC-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MRC-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a MRC, requiring bidders, suppliers, contractors and consultants to permit the MRC to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the MRC.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13.

However, this does not limit the participation of subcontractors in more than one bid;

- 4.2 A Bidder that is under a declaration of ineligibility by the MRC in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.3 Not applicable
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5. Eligible Goods and Related Services**
- 5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.2 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have indicated their interest in participating in the bidding process. The purchaser shall equally post a description of the inquiry but without identifying its source and answers on its website. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of

bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) Not applicable;
 - (e) Not applicable;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS.**
- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using

the forms furnished in Section IV, Bidding Forms

- 13. Alternative Bids** 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) Not applicable;
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i)

above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

- (c) Not applicable
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in US Dollar currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

- 17. Documents**
Establishing the Eligibility of the Goods and Related Services
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents**
Establishing the Conformity of the Goods and Related Services
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents**
Establishing the Qualifications of the Bidder
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it

has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of
Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in US Dollars, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a bank institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder

and located in any eligible country.

- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

22. Format and

22.1 The Bidder shall prepare one original of the documents

Signing of Bid

comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the BDS.**
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and

read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be

made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
 - 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
 - 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- Not applicable
- 35. Domestic Preference**
- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 36. Evaluation of Bids**
- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
 - 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
 - 36.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
- 38. Postqualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**39. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

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

**41. Purchaser's
Right to Vary
Quantities at
Time of Award**

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**42. Notification of
Award**

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Purchaser shall publish in MRC website and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful

Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Mekong River Commission (MRC)
ITB 1.1	<p>The name and identification number of the RFP are: Procurement of Office Equipment for IKMP (RFP10-009).</p> <p>The number, identification and names of the lot comprising this RFP single lot:</p> <p>- Lot 1: Computer</p> <p>The bid evaluation will be carried out by lot-wise</p>
	B. Contents of Bidding Documents
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Mekong River Commission</p> <p>Finance and Administration Section (FAS)</p> <p>Attention: Kiettisack Senephansiri</p> <p>P.O.Box 6101</p> <p>Unit 18 Ban Sithane Neua, Sikhottabong District</p> <p>City: Vientiane Capital</p> <p>Country: Lao PDR</p> <p>Telephone: (856-21) 263 263</p> <p>Facsimile number: (856-21) 263 264</p> <p>Electronic mail address: kiettisack@mrcmekong.org</p>

C. Preparation of Bids	
ITB 10.1	The language of the bid is: English language
ITB 13.1	Alternative Bids are not allowed.
ITB 14.5	The Incoterms edition is: Incoterms 2000
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: specified in section VI Schedule of requirement, List of Goods and Delivery Schedule <u>(for prices to be quoted on DDU basis)</u> .
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	Final destination (Project Site) as specified in the Schedule of Requirements - The Price of inland transportation, insurance, and other local services required to convey the Goods from the Place of Destination (for Goods to be quoted on CIP basis as per ITB 14.6(b)(i) and ITB 14.6(c)(iii)) or from the factory, warehouse or show-room (for goods to be quoted on EXW basis as per ITB 14.6(a)(i)) to the final destination specified in the Schedule of Requirements should be quoted separately for all items under each lot.
ITB 14.6 (b) (iii)	Not applicable
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at 100 % of the items specified for each Lot. Prices quoted for each item of a Lot shall correspond at 100% of the quantities specified for this item of a Lot. Bidders must bid for all items within a lot. A bid which does not offer all items within a lot shall be regarded as non-responsive and shall be rejected. Bids will be evaluated and award recommendations made on lot basis.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts) 5 years
ITB 19.1 (a)	Not applicable
ITB 19.1 (b)	After sales service is required.
ITB 20.1	The bid validity period shall be 90 days after the bid opening date

ITB 21.1	Bid shall include a Bank Guarantee (issued by bank) included in Section IV Bidding Forms
ITB 21.2	The amount of the Bank Guarantee shall be for an amount of not less than two (2) percent of bid price, denominated in the currency of the bid or in a freely convertible currency and remain valid for a period at least 28 days beyond the validity of the bid.
ITB 22.1	In addition to the original of the bid, the number of copies is 3 copies
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	Not applicable
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks is Procurement of Office Equipment for IKMP (RFP10-009). Do not open before public bid opening meeting, 10 March 2010, 15:00 pm.
ITB 24.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Mekong River Commission</p> <p>Finance and Administration Section (FAS)</p> <p>Procurement Unit</p> <p>Attention: Kiettisack Senephansiri</p> <p>P.O.Box 6101</p> <p>Unit 18 Ban Sithane Neua, Sikhottabong District</p> <p>City: Vientiane Capital</p> <p>Country: Lao PDR</p> <p>The deadline for the submission of bids is:</p> <p>Date: 10 March 2010</p> <p>Time: 15:00 pm (local time)</p>
ITB 27.1	The bid opening shall take place at:

	<p>Street Address:</p> <p>Mekong River Commission</p> <p>Finance and Administration Section (FAS)</p> <p>Unit 18 Ban Sithane Neua, Sikhottabong District</p> <p>Floor/ Room number: 310, FAS meeting room</p> <p>City: Vientiane Capital</p> <p>Country: Lao PDR</p> <p>Date: 10 march 2010</p> <p>Time: 15:00 pm (local time)</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Not applicable
ITB 35.1	Domestic preference shall not be a bid evaluation factor.
ITB 36.3(a)	Bids will be evaluated and contract award will be made by lot-wise.
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Yes, 0.5% of bid price per week</p> <p>(b) Deviation in payment schedule: Not allow</p> <p>(c) Not applicable</p> <p>(d) Not applicable</p> <p>(e) Not applicable</p> <p>(f) Not applicable</p>
ITB 36.6	Bidders shall be allowed to quote separate prices for one or more completed Lots.
	F. Award of Contract
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post-qualification Requirements (ITB 38.2)

1. Domestic Preference (ITB 35.1)

Not applicable

2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI , Delivery Schedule.

- (b) Deviation in payment schedule.

Not allowed

- (c) Cost of major replacement components, mandatory spare parts, and service.

Not applicable

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

Not applicable

- (e) Projected operating and maintenance costs.

Not applicable

- (f) Performance and productivity of the equipment. *[insert one of the following]*

Not applicable

3. Multiple Contracts (ITB 36.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only packages or contracts that include at least the percentages of items per package and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each package and
 - (ii) the price reduction per package and the methodology for its application as offered by the Bidder in its bid”

4. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

ITB 19 (c):

(a) Financial Capability

The Bidder shall furnish documentary evidence to demonstrate that it meets the following financial requirements:

- (i) Bank account statement or line of credit from a reputable Bank for an amount not less than 70% of the bid price, as evidenced by a letter from a reputable Bank in any country confirming that the required amount is available for this particular contract if awarded to the bidder. For a Bidder to be awarded contracts for multiple lots, the qualification criteria for the respective lots will need to be cumulatively met.
- (ii) The total amount of financial turn-over of the bidder in the last 12 months prior to the bid submission deadline date (converted in to the currency of the bid, and defined as the total payments received by the Bidder for contracts completed or under execution during the last 12 months preceding the bid submission deadline) should be greater than the bid price.

(b) Experience and Technical Capacity

- (i) Not applicable
- (ii) In case the bidder is an agent of the manufacturer, it should have at least 3 years of experience in supply of similar goods. Bidder shall provide documentary evidence to demonstrate that this requirement is met.

- (iii) The bidder shall demonstrate its ability to perform and complete the supply and delivery of the equipment that it is bidding for. In this respect, this condition will be deemed as being met if the bidder can submit evidence that it has successfully bid for, won, and completed as a main supplier at least one contract of scope of supply and value comparable to this proposed contract over the three-years period prior to the closing date of this bid.

- (iv) The bidder has established arrangements for local logistic and technical support in the event the bidder is successful in the bid. In this respect it will be deemed this requirement has been met if the bidder can submit along with its bid a list of name(s) of its existing local agents and service representative along with their address and contacts. Alternatively, the bidder shall submit a letter of undertaking from an established local firm indicating its consent to act as the bidder's local agent and service representative and equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications, in the event the bidder is successful in its bid.

Section IV. Bidding Forms

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Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
RFP09-127 No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

RFP No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.: *[insert No of RFP]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) Not applicable
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

- (i) Not applicable
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)						Date: _____		
						ICB No: _____		
Currencies in accordance with ITB Sub-Clause 15						Alternative No: _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price DDU <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	DDU Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price DDU per unit]</i>	<i>[insert total DDU price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Bid Security (Bank Guarantee)

[The bank shall fill in this bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Request for Proposal No. *[RFP number]* ("the RFP").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Section V. Eligible Countries

Not applicable

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date (after contract signed)	Latest Delivery Date (after contract signed)	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]

Lot 1: Discharge measurement equipment

OE-01	Storages, capacity 300GB	7	Pcs	MRCS	30 days	45 days	
OE-02	Storages, capacity 500GB	7	Pcs	MRCS	30 days	45 days	
OE-03	External Data Storage Backup Unit	1	Pcs	MRCS	30 days	45 days	
OE-04	Rack Mount Server (2 Chassis)	2	Unit	MRCS	30 days	45 days	
OE-05	Rack Mount Server (2 Chassis)	1	Unit	MRCS	30 days	45 days	
OE-06	UPS (Rack Mount)	2	Unit	MRCS	30 days	45 days	
OE-07	NAS Storage Server, Tower Base with 4TB	1	Set	MRCS	30 days	45 days	
OE-08	Desktop PC	2	Set	MRCS	30 days	45 days	
OE-09	Desktop PC	1	Set	MRCS	30 days	45 days	
OE-10	Color LaserJet Printer	1	Set	MRCS	30 days	45 days	
OE-11	MS Windows Server 2003 Standard	2	Set	MRCS	30 days	45 days	

Detail of final destination

Mekong River Commission Secretariat

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

2. List of Related Services and Completion Schedule

Not applicable

3. Technical Specifications

GENERAL:

1. Model of equipment:

- 1.1. The year the model or equipment offered was first introduced/produced shall be stated.
- 1.2. The model of equipment offered shall be current and not one where the manufacturer intends to phase out of production.

2. Standards & safety:

- 2.1. All equipment supplied shall in all relevant respects conform to the current editions of all relevant **ISO** or other approved National Standards with regards to the design, construction, and performance and tests. A copy of such standards in the English Language shall be submitted with the bid.
- 2.2. Where applicable, the bidder shall submit copies of all relevant and pertinent approvals from recognized authorities to indicate conformity with internationally accepted standards on safety and efficacy.
- 2.3. Unless otherwise indicated, all units of measurement shall be System International Units.

3. Tropicalization & vermin proofing:

- 3.1. All equipment shall be fully tropicalized to make them suitable for continuous operation in the extremely humid and tropical climatic condition experienced in this country.
- 3.2. The equipment shall normally be operating under the following environment:
 - 8.2.1. Air conditioned temperature: Between 28 – 37 °C
 - 8.2.2. Humidity: 60 – 100%
- 3.3. The equipment shall also be designed to prevent accidental contact with life parts, ingress of vermin, and minimize the ingress of dust and dirt. Materials that may be liable to attack by termites and other insects shall not be used.

4. Software:

- 4.1. All software delivered shall be upgraded and maintained in current status at no additional cost to the Purchaser during the warranty support and any subsequent maintenance period.
- 4.2. The bidder agrees to guarantee the ability to provide, if required by the Purchaser, all software supplies including any future upgrades after the completion of the contract period. The response to the bidding document shall include certification of the agreement to this condition from all sub-contractors providing software.

5. Checklist:

- 5.1. The bidder shall prepare a checklist of all the pertinent equipment features stated in the above specifications with columns denoting their offer(s) conformance with the requirements. Where the checklist denotes non-conformance with the stated requirements, bidders are advised to append notes and comments explaining why such an offer may be deemed equivalent or superior to those in the requirements.
- 5.2. Alternatively, bidders are requested to complete the accompanying performance summary. Where no information or response is provided, it shall be treated as not available. Bids may be rejected if this summary is not duly completed and submitted.

6. Installation, operating & maintenance manuals & instructions:

Unless otherwise stated, equipment to each specified location shall be supplied with two (2) complete sets of detailed installation, operation and maintenance instructions in respect of the equipment offered.

- 6.1. The instruction shall cover the main as well as any associated equipment.
- 6.2. The instruction shall include essential details, drawings and sketches of the equipment installation, operation and maintenance techniques, mention of specific materials where utilized and include schedules of recommended lubricants, etc.

Lot 1: Computer

Lot no.	I
Item Code	OE-01
Item Name	Storages, capacity 300GB
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
01	Capacity: 300GB 3.5 inch		
02	5K RPM SAS Hard drive		
03	Workable with Dell PowerVault™ MD1000		

Lot no.	I
Item Code	OE-02
Item Name	Storages, capacity 500GB
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Capacity: 500GB 3.5 inch		
2	7.2K RPM SATA II Hard drive		
3	Workable with Dell PowerVault™ MD1000		

Lot no.	I
Item Code	OE-03
Item Name	External Data Storage Backup Unit
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Direct attached disk storage enclosure PERC6E RAID controller with dual ports		
2	256MB Cache Memory		
3	3U, 10 x 1TB		
4	7.2K RPM SATA II Hard Drive w/ interposer		
5	Up to fifteen 1-inch-by-3.5-inch SATA II hot-pluggable 3.0 Gbps hard drives at speeds of 7,200 RPM		
6	PERC RAID Controller enables expansion to 6 enclosures.		

Lot no.	I
Item Code	OE-04
Item Name	Rack Mount Server (2 Chassis)
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Quad-Core Intel Xeon 3.16Ghz		
2	2x6 MB Cache 1333Mhz FSB		
3	Integrated Dual Broadcom Gigabit Network card		
4	RAID 5 PERC 6/i Integrated Controller Card for 3.5" x 6 Hard Drive		
5	6 x 300GB 3.5" 15K RPM SAS Hard Drive		
6	Intel Pro/1000 PTx4 PCIe Dual Port Copper Gigabit Ethernet NIC		
7	8GB (4x2048) DDR-2 667Mhz Fully-Buffered Memory		
8	USB 104Key Standard Black Keyboard (English)		
9	Optical USB Black Mouse		
10	CDRW/DVD Combo Drive 24x Max Speed		
11	Redundant High Efficient Power Supply (750W)		
12	2x Power Cable		

Lot no.	I
Item Code	OE-05
Item Name	Rack Mount Server (2 Chassis)
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Quad-Core Intel Xeon 3.0Ghz		
2	2x4 MB Cache 1333Mhz FSB		
3	8GB (4x2048) DDR-2 667Mhz Fully-Buffered Memory		
4	3 x 300GB 3.5" 15K RPM SAS Hard Drive		
5	Integrated SAS 6/i(base)		
6	4 port SAS controller (support RAID 0/1)		
7	Dual embedded Broadcom® NetXtreme IITM 5708 Gigabit2 Ethernet NIC with fail-over and load balancing		
8	USB 104Key Standard Black Keyboard (English)		
9	Optical USB Black Mouse		
10	CDRW/DVD Combo Drive 24x Max Speed		

Lot no.	I
Item Code	OE-06
Item Name	UPS (Rack Mount)
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Capacity 3KVA UPS		
2	2U Rack Mount		
3	Outlet Connectors: IEC C13, IEC C19 or equivalent		
4	Output: 9 Outlets with Surge Suppression		

Lot no.	I
Item Code	OE-07
Item Name	NAS (2U Rack Mount) Network Storage, 4 TB
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
0	Intel Core 2 Duo Technology		
1	SATA/SAS device: 8 x SATA/SAS for internal		
2	1 x eSATA for external		
3	System Memory: 4GB DDR2 SDRAM		
4	LAN Interface (PCI-e): RJ-45x2 - 10/100/1000 BASE-TX Auto MDI/MDI-X WOL supported		
5	USB Interface: USB 2.0 host port x4 (Front x2, Back x2) (A Type)		
6	Disk interface: SATA/SAS x8 via backplane		
7	System Fan: 4 x Hot Swappable		
8	Power supply 450W Redundant Power Supply		
9	RAID modes: RAID 0, 1, 5, 6,10,JBOD; Hot-swap & Hot spare supported; Multiple RAID Supported		
10	Network configuration: Fixed / Dynamic IP Address		
11	Link Aggregation: 802.3ad, load balance and fail over		
12	Capacity: 16TB (XFS,ZFS) / 8TB (ext3) per volume; Up to eight SAS (Serial Attached SCSI) hard disks		
13	Client OS support: Windows 7/2000/XP/2003/Vista, UNIX/Linux, Mac OS 9 / X		
14	WebDisk: Web-based file access		
15	Multi-Lingual Web-based administration		

Lot no.	I
Item Code	OE-08
Item Name	Desktop PC
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Intel® Core™2 Duo processor E8600 3.33 GHz		
2	6 MB L2 cache, 1333 MHz front side bus		
3	Cache External 6 MB L2 cache		
4	Chipset Intel® Q45 Express		
5	Memory 2 x 2 GB PC2-6400 DDR2 800 SDRAM		
6	250GB 7200 rpm SATA 3.0 Gb/s NCQ		
7	Optical drives Slim 8X SATA SuperMulti LightScribe Drive		
8	Graphic Video: 512 MB, Intel® Graphics Media		
9	Accelerator 4500 integrated graphics, 75 Hz at 2048x1536		
10	Network interface: Integrated Intel® 82567LM Gigabit Network Connection		
11	I/O ports: Rear: 6 USB 2.0, 2 PS/2, 1 RJ-45, 1 VGA and 1		
12	Display Port, audio in/out; Front: 2 USB 2.0, headphone and microphone		
13	Integrated HD audio with ADI1884 codec, internal PC speaker		
14	Keyboard: USB Standard Keyboard		
15	Mouse: HP USB 2-Button Optical Scroll Mouse		
16	Monitor: 19" Widescreen LCD Monitor, Integrated speakers		
17	Genuine Windows Vista® Business 32-bit with downgrade to Windows XP Professional SP3		

Lot no.	I
Item Code	OE-09
Item Name	Desktop PC
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Intel® Core™2 Duo processor E8600 3.33 GHz, 12 MB		
2	L2 cache, 1333 MHz front side bus		
3	Cache External 6 MB L2 cache		
4	Chipset Intel® Q45 Express		
5	Memory 2 x 4 GB DDR2-Synch DRAM with 2 SODIMM slots		
6	500GB 7200 rpm SATA 3.0 Gb/s NCQ		
7	Optical drives Slim 8X SATA SuperMulti LightScribe Drive		
8	Graphic Video: 1024 MB, Intel® Graphics Media		
9	Accelerator 4500 integrated graphics, 75 Hz at 2048x1536		
10	Network interface: Integrated Intel® 82567LM Gigabit Network Connection		
12	I/O ports: Rear: 6 USB 2.0, 2 PS/2, 1 RJ-45, 1 VGA and 1		
13	Display Port, audio in/out; Front: 2 USB 2.0, headphone and microphone		
14	Integrated HD audio with ADI1884 codec, internal PC speaker		
15	Keyboard: PS/2 Standard Keyboard		
16	Mouse: HP PS/2 2-Button Optical Scroll Mouse		
17	Monitor: 20-inch Widescreen LCD Monitor 1680 x 1050, Integrated speakers		
18	Genuine Windows Vista® Business 32-bit with downgrade to Windows XP Professional SP3		

Lot no.	I
Item Code	OE-10
Item Name	Color LaserJet Printer
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Processor: 515 MHz		
2	Print resolution: 1200 x 600 dpi		
3	Color print speed: 30 ppm		
4	Duplex printing: Automatic (standard) two-sided printing		
5	Paper handling: 100-sheet multipurpose tray, 250-sheet input tray		
6	Supported paper sizes: Letter, legal, 8.5 x 13 in, executive, envelopes (No. 10, Monarch (7 3/4))		
7	Network Connectivity: 1 USB-B, 1 10/100/1000 Base-T Ethernet		
8	Print languages: PCL 6, PCL 5c, postscript level 3 emulation, direct PDF printing v 1.4		
9	Supported OS: Windows 2000; Windows XP Professional; Windows Vista(R); Windows Server 2003; Windows Server 2008; Mac OS X v 10.3; Mac OS X v 10.4; Mac OS X v 10.5; Linux Red Hat		
10	To be supplied with one set of tonner		

Lot no.	I
Item Code	OE-11
Item Name	MS Windows Server 2003 Standard
Manufacturer	
Model	
Country of Origin	

No	Technical Requirement	Yes/No	Bidder' Spec
1	Windows Svr Std 2003 R2 32-bit/ x64 Sngl OLP NL Incl. User & Device CAL; Disk Kit English		

4. Drawings

Not applicable

5. Inspections and Tests

The following inspections and tests shall be performed: SCC 25.1 is applicable

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “MRC” refers to the Mekong River Commission
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to

whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The MRC requires Bidders, Suppliers, Contractors, and Consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the MRC:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the MRC, designed to establish bid prices at artificial, non competitive levels; and;
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the MRC or of a beneficiary of the fund engaged in corrupt,

fraudulent, collusive or coercive practices during the procurement or the execution of that contract;

- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing.
- (d) will have the right to require that Suppliers to permit the MRC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the MRC.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract

or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All Goods and Related Services to be supplied under the MRC Contract shall be complied or better quality of required specification

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Lao PDR, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 15. Terms of Payment** 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 16. Taxes and Duties** 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17. Performance** 17.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award,

Security

provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the

Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the MRC or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a

notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

23. Insurance

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

24. Transportation

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25. Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance,

including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails

Damages

to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods 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 the country of final destination.
- 27.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any

nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the

result of an event of Force Majeure.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders
and Contract
Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any

additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Lao People Democratic Republic
GCC 1.1(k)	The Purchaser is: Mekong River Commission (MRC)
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2000
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Mekong River Commission</p> <p>Finance and Administration Section (FAS)</p> <p>Procurement Unit</p> <p>Attention: Kiettisack Senephansiri</p> <p>Street Address: Unit 18 Ban Sithane Neua, Sikhottabong District</p> <p>Floor/ Room number: 313</p> <p>City: Vientiane Capital</p> <p>Country: Lao PDR</p> <p>Telephone: (856-21) 263 263</p> <p>Facsimile number: (856-21) 263 264</p> <p>Electronic mail address: kiettisack@mrcmekong.org</p>
GCC 9.1	The governing law shall be the law of Lao People's Democratic Republic
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>Dispute Resolution</p> <p>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</p>

	<p>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.</p> <p>Entry into force The Contractor 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</p>
<p>GCC 12.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><u>For Goods supplied from abroad as per Incoterms DDU:</u></p> <p>Upon shipment, the supplier shall notify the purchaser and the insurance Company by telex or fax the full details of the shipment, including the contract number, description of the goods, quantities, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The supplier shall send the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> I. Original and six (6) copies of the supplier's Invoice showing the description of the goods, quantity, unit price and total amount; II. Original and six (6) copies of the negotiable clean on-board Bill of Lading marked "Freight Prepaid" and four (4) copies negotiable Bill of Lading III. Six (6) copies of the Packing List identifying the contents of each Lot; IV. Insurance certificate; V. Manufacturer's or supplier's warrantee certificate; VI. Inspection certificate, issue by the nominated inspection agency, and the supplier's factory inspection report; VII. Certificate of origin. <p>The above documents shall be received by the Purchaser at least 10 days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier shall be responsible for any consequent</p>

	<p>expenses.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.</p>
GCC 15.1	<p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(I). On Shipment: Seventy (70) percent of the Contract Price of the Goods shipped shall be paid to the supplier upon submission of documents specified in GCC Clause 12 and SCC12.1.</p> <p>(II). On Acceptance: Thirty (30) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>All original and signed invoices shall be submitted by the consultant for the payment under the contract to MRC's Procurement Unit, address as mentioned in GCC 8.1</p> <p>Invoices submitted by fax or copies of invoice shall not be accepted by the MRC.</p>
GCC 17.1	<p>A Performance Security shall be required</p> <p>Performance Security shall be 10% of the total contract amount</p>
GCC 17.3	<p>The Performance Security shall be in the form of a Bank Guarantee</p> <p>The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place in accordance with GCC sub-clause 17.4 and</p> <p>After delivery and acceptance of the Goods, the performance security shall be two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 27.3</p>

GCC 22.2	<p>The packing, marking and documentation within and outside the Lots shall be:</p> <p>i. Packing shall be appropriate for equipment concerned and in accordance with GCC 22.1</p> <p>ii. Shipping mark, including the gross weight in kilograms, the Lot number, and following particulars shall be stenciled on each Lot:</p> <p style="padding-left: 40px;">Gross Wt:.....Kg</p> <p style="padding-left: 40px;">Lot No.:.....</p> <p style="padding-left: 40px;">Lao PDR</p> <p style="padding-left: 40px;">Local Order No.:.....</p> <p style="padding-left: 40px;">Identification Mark: Equipment for MRC (Name of final destination)</p>
GCC 23.1	<p>The insurance coverage shall be in accordance with GCC 23.1. The supplier shall insure the goods in amount equal to 110 percent of the CIP or EXW price of the goods from “warehouse to warehouse” on “all Risks” basis, including war risks and strikes.</p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be in accordance with Incoterms specified in Section VI: Schedule of requirement.</p>
GCC 25.1	<p>The purchaser at its own expense has the right to do prior shipment inspection</p>
GCC 25.2	<p>The Inspections and tests shall be conducted at final destination after on-site delivery.</p> <p>Results of tests: The supplier’s factory inspection report shall be provided to the purchaser. The purchaser’s representative shall inspect the goods after delivery at the place/s specified and will issue a Certificate of Acceptance for goods that pass inspection. Certificate of Acceptance will be required before final payment may proceed.</p> <p>Time or milestone: On Delivery.</p> <p>Place/s: The final point or destinations of delivery specified in Section VI: Schedule of requirement. The full address/es shall be provide to the successful bidder.</p>
GCC 26.1	<p>The liquidated damage shall be: 0.5% (one-half percent) per week</p>
GCC 26.1	<p>The maximum amount of liquidated damages shall be: 2%</p>

GCC 27.3	The period of validity of the Warranty shall be at least twelve (12) months from the effective date of Certificate of Acceptance issue in accordance with the provisions of the contract.
GCC 27.5	The supplier shall correct any defects covered by the warrantee within seven (07) days of being notified by the purchaser of the occurrence of such defects
GCC 27.6	After 21 days of purchaser notification and if the supplier do not correct the problem. The purchaser would use outsourcing to repair which using 2% of security for any fees until the machine could perform well functioning.

Section IX. Contract Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
RFP No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the MRC and the Supplier]

¹ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Request for Proposal (RFP)

Mekong River Commission (MRC)

Procurement of Office Equipment for IKMP

IFB Number: RFP10-009

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in MRC website dated 13 April 2009.
3. The MRC now invites sealed bids from qualified bidders for *supply Office Equipment for IKMP*.
4. Interested eligible bidders may obtain further information from MRC and inspect the Bidding Documents at the www.mrcmekong.org at Tender box.
5. A complete set of Bidding Documents in English language free of charge maybe downloaded from the tender section in MRC webpage www.mrcmekong.org.
6. Bids must be delivered to the address below at or before *10 March 2010, 15:00 (local time)*. Electronic bidding will *not* be permitted. Late bids will be rejected and return unopened. Bids will be opened at 15:00 in the presence of the bidders' representatives who choose to attend in person. All bids must be accompanied by a *Bank Guarantee of 2% of the total bid price*.
7. The address referred to above is:

Mekong River Commission Secretariat

Finance and Administration Section

Procurement Unit (RFP 10-009)

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

Email: kiettisack@mrcmekong.org