



Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
No. RFP2021-005

Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Roofing, External Building Painting and Upgrade conference's Rest Room

Vientiane, Lao PDR. August 05, 2021

SECTION I

INVITATION FOR PROPOSALS

Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Roofing, External Building Painting and Upgrade conference's Rest Room.

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed Proposals from eligible Consultants for the consultancy services called “**Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Roofing, External Building Painting and Upgrade conference's Rest Room.**

in Vientiane Capital, Lao PDR” in accordance with the terms and conditions mentioned in the Request for Proposal.

This Request for Proposal (RFP) includes the following documents:

Section I	Invitation for Proposals
Section II	Instructions to Bidders
Section III	Terms of Reference
Section IV	Evaluation Criteria
Section V	Technical Proposal Forms
Section VI	Financial Proposal Forms
Section VII	Scope of Works
Section VIII	Draft Contract

The tender (1 original and 5 copies in case of submission in sealed envelopes) shall be submitted to MRC Procurement Unit not later than **03 September 2021 at 15:00 PM local (Lao PDR) time** by courier or e-mail to:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

P.O. Box 6101, Unit 18 Ban Sithane Neua,

Sikhottabong District, Vientiane 01000, Lao PDR.

Tel: (856) 21 263 263; Fax: (856) 21 263 264

Email: procurement@mrckmekong.org

SECTION II

INSTRUCTION TO BIDDERS

1. Proposal to be considered

- a. **Eligibility:** Proposals which comply with the conditions and terms as stipulated in the Request for Proposal documents will be considered.
- b. **Conflict of Interest:** MRC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- c. **Amendment of RFP:** At any time before the submission of Proposals, MRC may amend the RFP by issuing an addendum in writing or by standard electronic means. Consultants having informed MRC about their intention to submit a proposal will be informed directly. Any changes will be posted on MRC's website. MRC reserves the right to extend the submission deadline if the amendment is substantial.

2. Procurement package

The RFP consists of **(Six Lots) single package**

- 3. All bidders are invited for Pre-bid Meeting and clarify on the Bid documents and site survey

Location: MRCS

Time: 14:00-16:30PM

Date: August 18, 2021

4. Clarification

Request for clarifications should be made in writing and sent to the above mentioned contact details.

Requests for clarifications should be 15 days before the deadline for submission of the tender bids.

All MRCS replies will be in writing and posted on the MRC's website: www.mrcmekong.org under the section "Tenders".

5. Language of the Proposal

The Proposals prepared by the bidders and all correspondence and documents relating to the Proposal exchanged by the bidders and the MRCS shall be written in English. Any printed literature furnished by the bidders may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

6. Proposal Currency

All prices shall be quoted in US dollars.

7. Period of Validity of Proposals

Proposals shall remain valid for 120 days after the date of Proposal submission prescribed by the MRC.

8. Submission of Proposals

8.1 Sealing and Marking of Proposals

The proposals shall be submitted in one outer sealed envelope containing two separate sealed envelopes, one envelope containing the Technical Proposal(s) and one envelope containing the Financial Proposal(s). The outer envelope shall be clearly marked **“Proposal: RFP No.2021-005 “Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Roofing, External Building Painting and Upgrade conference’s Rest Room in Vientiane, Lao PDR - DO NOT OPEN BEFORE THE SUBMISSION DEADLINE”**. The two sealed inner envelopes shall be marked “Technical Proposal(s)” and “Financial Proposal(s)” respectively. The sealed envelope shall be addressed to the Mekong River Commission Secretariat at the following address:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

P.O. Box 6101, Unit 18 Ban Sithane Neua,

Sikhottabong District, Vientiane 01000, Lao PDR.

Tel: (856) 21 263 263; Fax: (856) 21 263 264

Email: procurement@mrckmekong.org

Alternatively, bidders are allowed to submit their proposal by email. Bidders who intend to submit electronic proposals must follow the following submission instructions:

- Bidders can submit a proposal by email. The proposal shall be separated in two files: one for technical proposal and one for financial proposal.
- The file for the financial proposal shall be protected by a password which shall be kept with the bidders. If the company passed the technical requirement threshold MRC would then request the password to open the financial proposal file. However, if the company loses the password or in case the file could not be opened the MRC would not assume responsibility.
- The file shall be in the form of MS word or MS excel (MS Office 2007 at least) or PDF version 7.
- Please send the electronic proposal to procurement@mrckmekong.org
- Please be aware that bids or proposals emailed to the MRCS will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially

if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.

- Maximum size for electronic submission: The maximum size per email that MRC can receive is 5MB. Bidders may need to split proposals into parts to fit this limit.

Please note that the proposal must be arrive in the aforementioned mail box before the submission deadline

8.2 Deadline for Submission of Proposals

The deadline for submission of the bids is **03 September 2021 15:00 PM** local (Lao PDR) time.

Proposals should contain details of the criteria for the selection mentioned below. The bid shall be prepared in English and one (1) original and five (5) copies must be submitted. The sealed bid envelope must be received by the Mekong River Commission Secretariat on or before the hour and date fixed for receipt of bids, in accordance with the invitation for bids.

8.3 Confirmation of participation

The company who is willing to submit their proposal should confirm by fax/email to MRCS procurement unit at least 14 days before the deadline for submission of proposals.

9. Late Proposals

Any proposal received by MRCS's procurement unit after the deadline for submission of Proposals will be rejected.

10. Criteria for Selection.

The Method of Selection is QCBS (Quality and Costs Based Selection).

a) Evaluation of Technical Proposal:

The evaluation panel will fully evaluate the Technical Proposals. The panel will determine which of the Technical Proposals pass the minimum agreed technical score specified in the Section IV.

After the evaluation of Technical Proposals has been completed, the MRCS will notify those Consultants whose proposals did not pass the minimum technical score or were considered to be non-responsive to the TOR.

b) Evaluation of Financial Proposal:

The financial evaluation shall be based on the lowest price of those bidding firms which submitted responsive Technical Proposals. The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F is the lowest price and F the price of the proposal under consideration.

c) Final evaluation and negotiations:

The final ranking of the proposals will be based on the quality of technical proposals and lowest cost. The total score will be calculated as the weighted sum of the technical and financial scores, with the weights given to the technical and financial scores being:

70/30 where the technical proposal = 70 and the financial proposal = 30.

With regard to contract negotiations the MRCS reserves the right to invite the next-ranked firm to negotiate, if negotiations with the first-ranked firm do not result in a contract.

Bidders who pass the minimum score, but are unsuccessful based on the calculation of the technical and financial scores, will be notified after the contract with the winner has become effective.

11. Association

Proposals submitted by an association of two or more firms as partners shall comply with the stipulations:

- (i) The Proposal shall be signed so as to be legally binding on all partners.
- (ii) One firm shall be nominated as the lead firm of the association.
- (iii) The lead firm shall be liable for the execution of the Contract in accordance with the Contract terms.
- (iv) The lead firm shall receive instructions for and on behalf of any and all partners.

12. Rejection of proposals

Should any Proposal fail to comply with the terms and conditions stipulated in this Request for Proposals, or be incomplete, conditional or obscure, or contain additions not called for or irregularities of any kind, or does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in Section II-9 (a) above, it may be rejected as non-responsive.

MRCS reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the bidders.

SECTION III

TERMS OF REFERENCE

SUMMARY

Title:	The Renovation Work for MRCS Roofing, External Building Painting and Upgrade conference's Rest Room.
Firm Type:	National or International Firm
Division:	Administration Division
Duration:	July 2021 to December 2021
Duty Station:	MRC Secretariat, Vientiane, Lao PDR
Total No. of months:	5 Months
Warranty period:	1 Year

BRIEF DESCRIPTION:

The Contractor shall provide the following services: General Contractor for the Renovation Work for MRCS Roofing, External Building Painting and Upgrade conference's Rest Room.

SCOPE OF WORK

1. Demolition and Re-instate Interior Fit-out works as indicated on the scope of works.
2. This construction project shall be inclusive of all works including architectural, structural, mechanical, electrical, plumbing and fire protection.
3. The renovation work will be implemented as lot. The contractor shall submit proposal as one lot for approval and will be implemented within 6 months.
4. The contractor must install site barricade and protection around all work areas to prevent unauthorized access to the Job site and provide site safety.
5. Any works that may affect interruptions of services will have to be scheduled during the hours that would minimize the disruption of ongoing services.
6. This project does not include any final landscaping, however, all areas that do not have a concrete surface or paved surface shall be left clean and tidy, levelled to receive top soil.

1. Scope of Works;

Lot No.	Description	Tasks	Remark
Lot 1	Renovate the roof, roof gutter, wooden ceiling, and drainage pipe	1) Remove out all of current roof tiles, re-check the condition of roof frame, change roof gutter and replace with new roof tiles with SCG cpac monier	* Safety * After renovation, all cleaning is needed all times
		2) Clean up the gutter, and epoxy paint to protect water leaking to the wall.	
		3) Change all drainage pipe and spray with white color	
		4) Remove out all of old wooden ceiling under the roof, change the frame of the ceiling from wooden frame to steel frame and replaced by new SCG Shera wooden.	
Lot 2	External building painting + Related works	1) Remove out current color outside of the building and re-painting 1 st coated by TOA Quick primer, and 2 nd , 3 rd , 4 th , coated by TOA 4 SEASONS AG-1000 White color.	
		2) Remove out the current balcony ceiling, front elevator and rest room of each floor and replace by new SCG gypsum and repainting white color with 3 coated	
		3) Install new lamps, circuit breakers, power plugs and switches at the balcony of each floor	
		4) Rearrange the housekeeping cable and drainage pipe of air conditioner of in the right places of each floor	
		5) Repaint the balcony steel bars, side stair, balcony of main conference room with black color	
Lot 3	External floor tiles renovation	1) Remove out the current floor tiles at the balcony, side stair, main stair, in front of elevator area of each floor, at the side and in front of main conference room, stair in front of the building and replace with new floor tiles with size 40X40cm and in front of the lobby by size 60X60cm	

Lot 4	Upgrade conference's rest room	1) Remove out the old flush toilets and replace with new one including water spray (5 sets)	
		2) Remove out the old toilet for urine and replace with new one (3sets)	
		3) Install new sink+ faucet and related accessories 4sets	
		4) Install new stainless sink + Faucet +related accessories in front of rest room 1set	
		5) Remove out and replace new ceiling by SCG gypsum board including repainting white color with 3 coated	
		6) Install new LED light 18W, Cool white, 10sets	
		7) Install new exhaust fans (2units)	
		8) Repaint internal and external wall of the rest room by TOA Quick primer for the 1 st coated and TOA 4 SEASONS AG-1000 White with 3 coated	
		9) Remove out current floor tiles & wall tiles and replaced by new one	
		10) Change new doorknobs (internal 5sets and external door 2sets)	
		11) Repainting doors	
		12) Re-check the water supply to the restroom (the current is low pressure)	
Lot 5	Renovate the decoration tiles Infront of the building and the big poles Infront of the lobby	1) Remove the decoration tiles in front of the building and big pole in front of lobby and re-putting by normal cement and repaint with same color as current decorative tile.	
Lot 6	Renovate 2 sides and at the back of the canteen	1) Pouring cement 2 sides and at the back of the canteen to make that area more space and smoothly	
Remarks:		All the above-mentioned tasks, the safety issues are bring into attention. All of the dismantling must be cleaned every time. Anything that cannot be used is to be thrown outside and anything that can be used should be kept for MRC.	

3. Liquidated damages:

if the contractor fails to deliver the goods or completed the services by the date specified in the contract may contractor without notice, in addition to levy of liquidated damages at rate of 3% of the value of non-deliver goods and services per months

4. Qualification Requirements

The successful bidder shall meet the following minimum qualification requirements:

- 4.1 The minimum period of general experience of the bidder in construction works shall be 10 years.
- 4.2 The Required a copy of two (2) similar contracts on the construction project that have been completed during the last five (5) years
- 4.3 The required average annual turnover of construction works shall be **USD 200,000** over the last five (5) years.
- 4.4 The minimum amount of free funds (liquid assets) and/or credit facilities net of other contractual commitments of the successful bidder shall be **USD 100,000**.
- 4.5 The supplied materials should be of recognized brands with high quality based on the requirement.
- 4.6 The bidder is required to provide a copy of business registration for reference
- 4.7 Pe

5. Duration

- 5.1 The Renovation work should be carried out over 5 months period.
- 5.2 Warranty on all material and workmanship to be free of defects for at least 1 year from the date the Certificate of Occupancy is issued.
- 5.3 The retention or Bank guarantee fee of **10%** will be paid at the end of 12 months.

6. Payment:

The payment term will be based on the completion and deliverable of the works.

SECTION IV

TECHNICAL EVALUATION CRITERIA

No	Criteria	Max. Score	Company			
			A	B	C	D
1	Methodology and Workplan	30				
1.1	Organization, clarity, conciseness and thoroughness	15				
1.2	Approach to the Scope of Services and statement of works	10				
1.3	Proposed Project schedule/work plan	5				
2	Experience and overall, of the quality material	70				
2.1	At the minimum, the bidder should have a ten-year general experience in construction projects and three years particular experience on workplace or residential architecture.	10				
2.2	Required at least two (2) copies of similar contracts on the construction or renovation projects that have been completed during the last five (5) years	10				
2.3	The required average annual turnover of construction works shall be USD 200,000 over the last five (5) years	10				
2.4	The minimum amount of free funds (liquid assets) and/or credit facilities net of other contractual commitments of the successful bidder shall be USD 100,000 .	10				
2.5	The supplied materials should be of recognized brands with high quality as specified in our requirement. Brochure and catalogue are required.	20				
2.6	The bidder should provide a copy of business registration and/or Tax payment for reference	10				
TOTAL TECHNICAL SCORE (*)		100				

Warranty: 1 year

Note:

(*) The acceptable threshold for technical proposals is set at a minimum score of 70 points out of 100 points. Technical proposals which do not reach this minimum score will not be considered for financial evaluation.

SECTION V

TECHNICAL PROPOSAL FORMS

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Mekong River Commission Secretariat P.O. Box 6101, 184 Fa Ngoum Road, Unit 18, Ban Sithane Neua, Sikhottabong District, Vientiane 010000, Lao PDR.

Ladies and gentlemen,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Insert Date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 STATEMENT OF AVAILABILITY

[Insert Supplier logo and paper heading]

STATEMENT OF AVAILABILITY

To: Mekong River Commission Secretariat
Administration Division

Date: _____

Ref. No.: _____

Dear Mr. Tran Minh Khoi, Director

Subject: RFP No. 005-2021

I (We), the undersigned

State that the proposed named expert(s) listed below is/are available to carry out the services relating to the Request for Proposal mentioned above as from, for the period initially envisaged in the proposal submitted.

No	Expert's Name	Title/Position	Duration
1			
2			
3			
4			
5			
...			

I (We) understand that failure to make the named expert(s) listed above available for the performance of the services may lead to the cancellation of the Contract if the justification provided for the personnel change is not accepted by the Mekong River Commission Secretariat in advance

Signature and stamp: _____

Name on behalf of the Bidder: _____

Title: _____

Date: _____

List of Material and Equipment Offer

No	Description	Model	Brand	Manufacture	Remark
01					Brochure/Catalogue Provided
02					
03					
05					
06					

SECTION VI

FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Mekong River Commission Secretariat P.O. Box 6101, 184 Fa Ngoum Road, Unit 18, Ban Sithane Neua, Sikhottabong District, Vientiane 010000, Lao PDR

Ladies and gentlemen,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures1]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

Summary of Financial Proposal

Project: Renovation " Roofing, External Building Painting and Upgrade conference's Rest Room "

Project Owner: MRCS

No	Description	Unit	Quantity	Unit Price	Amount In (USD)	Remark
1	Renovation the roof, roof gutter, wooden ceiling, and drainage pipes	Lot 1	1		-	
2	External building painting + Related works	Lot 2	1		-	
3	External floor tiles renovation	Lot 3	1		-	
4	Upgrade conference's rest room	Lot 4	1		-	
5	Renovate the decoration tiles Infront of the building and the big poles Infront of the lobby	Lot 5	1			
6	Renovate 2 sides and at the back of the canteen	Lot 6	1			
Grand Total all inclusive (Excluded TAX)					-	

In words: ()

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

SECTION VII
Scope of Works:

Lot No.	Description	Tasks	Remark
Lot 1	Renovate the roof, roof gutter, wooden ceiling and drainage pipe	1) Remove out all of current roof tiles, re-check the condition of roof frame, change roof gutter and replace with new roof tiles with SCG cpac monier	* Safety * After renovation, all cleaning is needed all times
		2) Clean up the gutter, and epoxy paint to protect water leaking to the wall.	
		3) Change all drainage pipe and spray with white color	
		4) Remove out all of old wooden ceiling under the roof, change the frame of the ceiling from wooden frame to steel frame and replaced by new SCG Shera wooden.	
Lot 2	External building painting + Related works	1) Remove out current color outside of the building and re-painting 1 st coated by TOA Quick primer, and 2 nd , 3 rd , 4 th , coated by TOA 4 SEASONS AG-1000 White color.	
		2) Remove out the current balcony ceiling, front elevator and rest room of each floor and replace by new SCG gypsum and repainting white color with 3 coated	
		3) Install new lamps, circuit breakers, power plugs and switches at the balcony of each floor	
		4) Rearrange the housekeeping cable and drainage pipe of air conditioner of in the right places of each floor	
		5) Repaint the balcony steel bars, side stair, balcony of main conference room with black color	
Lot 3	External floor tiles renovation	1) Remove out the current floor tiles at the balcony, side stair, main stair, in front of elevator area of each floor, at the side and in front of main conference room, stair in front of the building and replace with new floor tiles with size 40X40cm and in front of the lobby by size 60X60cm	

Lot 4	Upgrade conference's rest room	1) Remove out the old flush toilets and replace with new one including water spray (5 sets)	
		2) Remove out the old toilet for urine and replace with new one (3sets)	
		3) Install new sink+ faucet and related accessories 4sets	
		4) Install new stainless sink + Faucet +related accessories in front of rest room 1set	
		5) Remove out and replace new ceiling by SCG gypsum board including repainting white color with 3 coated	
		6) Install new LED light 18W, Cool white, 10sets	
		7) Install new exhaust fans (2units)	
		8) Repaint internal and external wall of the rest room by TOA Quick primer for the 1 st coated and TOA 4 SEASONS AG-1000 White with 3 coated	
		9) Remove out current floor tiles & wall tiles and replaced by new one	
		10) Change new doorknobs (internal 5sets and external door 2sets)	
		11) Repainting door	
		12) Re-check the water supply to the restroom (the current is low pressure)	
Lot 5	Renovate the decoration tiles Infront of the building and the big poles Infront of the lobby	1) Remove the decoration tiles in front of the building and big pole in front of lobby and re-putting by normal cement and repaint with same color as current decorative tile.	
Lot 6	Renovate 2 sides and at the back of the canteen	1) Pouring cement 2 sides and at the back of the canteen to make that area more space and smoothly	
Remarks:		All the above-mentioned tasks, the safety issues are bring into attention. All of the dismantling must be cleaned every time. Anything that cannot be used is to be thrown outside and anything that can be used should be kept for MRC.	

SECTION VIII

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT (Lump sum contract)

[*Insert Contract Number/Current Year*]

Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Lobby, Conference Room, Meeting Room and Training Room

The Mekong River Commission Secretariat (hereinafter referred to as “the Employer”), wishes to engage [*Insert company/organization/institution*], duly incorporated under the Laws of [*Insert the name of the country*] (hereinafter referred to as the "Contractor") in order to perform services in respect of the **Consultancy Services Firm for Renovation and Maintenance MRC Secretarial Lobby, Conference Room, Meeting Room and Training Room** (hereinafter referred to as the “Services”), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to General Conditions of contract for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled “Special Conditions”.
- 1.2 The Consultant and the Employer also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter including Annex I;
 - b) the Terms of Reference for the Service, attached hereto as Annex II.
 - c) the breakdown of costs as Annex III.
 - d) the proposal from the Consultant, attached hereto as Annex IV.
- 1.3 All the above shall form the Contract between the Consultant and the Employer, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Consultant

2.1 The Consultant shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Consultant shall provide the services of the following key personnel:

Name	Area of Expertise	Position Assigned

2.3 Any changes in the above key personnel shall require prior written approval of the Chief Executive Officer of the MRCS, and the Employer.

2.4 The Consultant shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Consultant has to submit to the Employer the deliverables specified hereunder according to the following schedule:

List of Deliverables	Delivery Dates
[Insert e.g. Progress Report]	[Insert Date]
[Insert e.g. Final Report]	[Insert Date]

2.6 All reports shall be written in the English language and shall follow the technical specifications provided in the Guideline for the preparation of Sub-area Profiles. All reports shall be transmitted by the Consultant by courier to the address of the Employer specified in 9.1 below.

2.7 The Consultant represents and warrants the accuracy of any information or data provided to the Employer for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, the Employer shall pay the Consultant a fixed contract price of **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Consultant in the performance of the Contract.

- 3.3 Payments effected by the Employer to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by the Employer of the Consultant's performance of the Services.
- 3.4 Payments effected by the Employer to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by the Employer of the Consultant's performance of the Services.
- 3.5 The Employer shall effect payments to the Consultant after acceptance by the Employer of the original invoices and receipt submitted by the Consultant to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE ¹	AMOUNT	TARGET DATE
[Insert milestone]	[Insert amount]	[Insert date]

4. Special Conditions

- 4.1 No special conditions shall apply.

5. Submission of Invoices

- 5.1 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 clause 9.
- 5.2 Invoices submitted by fax or copies of invoice shall not be accepted by the Employer.

6. Time and Manner of Payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by the Employer. The Employer shall make every effort to accept an invoice or so advise the Consultant of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by the Employer to the following bank account of the Consultant:

Bank name:
Bank address:
Account name:
Account number:
Swift code:

7. Entry into Force, Time Limits

¹ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with the Employer policies and procedures.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than **[INSERT DATE]** and shall complete the Services by **[INSERT DATE]**.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

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

9. Notifications

- 9.1 For the purpose of notifications under the Contract, the addresses of the Employer and the Consultant are as follows:

For the Employer:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

P.O. Box 6101, 184 Fa Ngoum Road, Unit 18,

Ban Sithane Neua, Sikhottabong District, Vientiane 01000, Lao PDR

Telephone: +856 21 263 263, Facsimile: +856 21 263 264

Email: procurement@mrcmekong.org

For the Consultant:

[INSERT COMPANY NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

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

Mekong River Commission Secretariat

Consultant

Chief Executive Officer

Date:

Date:

Clearance by:

Administration Division

Funds are available and obligated by:

ANNEX I

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 TOR
 - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the TOR.
 - (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,” MRCS Vientiane, Lao PDR.

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 Borrower, 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 loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during

the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the MRC to remedy the situation;

- (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 Purchaser's Country, 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 TOR.
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 sixty (60) 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 Security

- 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, 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.

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| 22. Packing and Documents | <p>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.</p> <p>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.</p> |
| 23. Insurance | <p>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.</p> |
| 24. Transportation | <p>24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> |
| 25. Inspections and Tests | <p>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.</p> <p>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.</p> |

- 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
Damages

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

2. Performance Security

[The MRC, 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]*
ICB No. and title: *[insert no. and title of bidding process]*

MRC'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)² 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]*,³ and any demand for payment under it must be received by us at this office on or before that date.

² The MRC 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.

³ 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 MRC.

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]

3. MRC Guarantee for Advance Payment

[The MRC, 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]*
ICB No. and title: *[insert number and title of bidding process]*

[MRC's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of MRC]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁴ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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."

⁴ The MRC 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.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵]*.

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

[signature(s) of authorized representative(s) of the MRC]

ANNEX III

TERMS OF REFERENCE (TOR)

ANNEX IV

FINANCIAL PROPOSAL

⁵ *Insert the Delivery date stipulated in the Contract Delivery Schedule. 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 MRC. 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."*