



Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
No. RFP2026-002

Consulting Firm for the MRCS Office Renovation

Vientiane, Lao PDR. July, 2026

SECTION I

INVITATION FOR PROPOSAL

Consultancy Services for the MRCS Office Renovation

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed proposals from eligible companies to **MRCS Office Renovation**, in accordance with the terms and conditions mentioned in the Request for Proposal (RFP).

A firm will be selected under the Quality and Costs Based Selection (QCBS) procedures described in this RFP, following the MRC regulations detailed in its Procurement Manual.¹

This 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	Bid security and Performance security
Section VIII	Supplier Declaration Form
Section IX	Verification Matrix
Section X	Draft Contract

The tender (1 original and 5 copies in case of submission in sealed envelopes) shall be submitted to the Employer’s Procurement Unit not later than **27 August 2026 at 15:00** local time by courier 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@mrcmekong.org

Upon receipt of this invitation letter or announcement please inform us of your intention to bid and submit the detailed proposals to the above-mentioned address by the deadline.

Yours sincerely,

Phetsamone Khanopphet
Director of Administration Division
Mekong River Commission Secretariat

¹ The manual is available here: <http://www.mrcmekong.org/working-with-mrc/tenders/>
P2024-008RFP2024-001 The MRC Educational Visitor Center and Situation Room

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 **(Twelve Lots) in a single package.**

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

Location: MRCS
Time: 14:00 - 16:30 PM
Date: 4 - 5 August 2026

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.

7.1. Bid Security and Performance Security Form (Section VII)

1. Bid Security (**5% required** of the expected contract amount)
2. Performance Security (10% required) before signing contract
3. 5% Retention or Bank guarantee will be paid by the end of 12 months warranty period.

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.26-002 “Consultancy Services Firm for the MRCS Office Renovation” in Vientiane Capital, 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@mrcmekong.org

Alternatively, bidders are allowed to submit their proposals 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@mrcmekong.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 arrive in the aforementioned mailbox before the submission deadline.

8.2 Deadline for Submission of Proposals

The deadline for submission of the bids is **27 August 2026, at 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 the 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 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 is 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.

SECTION III

TERMS OF REFERENCE

1. CONSULTANCY SUMMARY

Title:	MRC Office Renovations
Consultancy Type:	Service Firm
Division:	Administration Division (AD)
Budget Dimension:	F.1.14-2026-101-AD-BF-F.1.14-F.1-41010/41011
Duration:	Initial period from 01 August to 30 November 2026)
Duty Station:	MRC Secretariat, Vientiane, Lao PDR
Reporting to:	AD Director
Expected Results:	Refer to section 4
Expected Deliverables:	Refer to section 5

2. INTRODUCTION AND BACKGROUND

The Mekong River Commission (MRC) was established by the 1995 *Agreement on Cooperation for the Sustainable Development of the Mekong River Basin*, between the governments of Cambodia, Lao PDR, Thailand and Viet Nam. In accordance with this Agreement, the **Mission** of MRC is: “To promote and coordinate sustainable management and development of water and related resources for the countries’ mutual benefit and the people’s well-being by implementing strategic programmes and activities and providing scientific information and policy advice.” The Governance bodies of the MRC are (a) the MRC Council, (b) the MRC Joint Committee and (c) the MRC Secretariat.

The MRC Secretariat consists of four Divisions: 1) Administration Division; 2) Environment Management Division; 3) Planning Division; and 4) Technical Support Division, which includes the Regional Flood and Drought Management Centre. Besides, it has the Office of the CEO which supports the work on strategic planning, monitoring and evaluation, partnership development and communication. Each Division is led by a Director, appointed by each Member Country (MC) who provides managerial and technical lead in the work areas of their respective Divisions, at the same time to manage technical teams to implement the Multi-year Work Plans and related operational routines and functions.

The Secretariat staff consists of riparian professionals, general-support staff, and a number of international, regional and national consultants who work to implement different activities and tasks as set out in Work Plans, and the MRC Strategic Plans. The MRC Secretariat (MRCS) Headquarters is in Vientiane Capital, Lao PDR and benefits from privileges and immunities granted by the Government of Lao PDR, and the Royal Government of Cambodia where the Regional Flood and Drought Management Centre is located.

The MRC operates under the Agreement Concerning the Operations of the Mekong River Commission (2000), and the Agreement between the MRC and the Government of the Lao PDR relating to the Headquarters of the MRC (2003), that were prepared and ratified by the four Mekong Governments i.e. the Government of the Kingdom of Cambodia, the Government of the Lao PDR, the Government of the Kingdom of Thailand and the Government of Viet Nam. These Agreements stipulated the safety and protection principles

for the MRC Headquarter's under which, the MRC Secretariat shall follow. The MRCS will obtain support from the Lao MOFA as a focal Government agency for the protection of the MRCS premises.

3. OBJECTIVES OF THE CONSULTANCY

This consultancy is to provide the supply of technical, labor, and goods for office renovations in the MRC Secretariat to ensure the renovation works meet the MRC requirements.

4. EXPECTED RESULTS

4.1 Office Restroom Renovation (Male and Female, all Floors):

- **Complete Removal of Existing Floor Tiles**
All existing floor tiles in every male and female restroom on all floors have been fully removed, covering 100% of the floor area.
- **Concrete Base Preparation**
The existing concrete screed/base has been demolished and removed from all restroom floors to prepare a clean, sound substrate for new tiling.
- **Removal of Sanitary Fixtures**
All existing sanitary fixtures have been disconnected and removed, including:
 - 33 water closets (flush toilets) from combined male and female restrooms.
 - 16 urinals from male restrooms only.
- **Removal of Basin Strainers**
The old strainer sets have been taken out of all wash basins.
- **New Floor Tile Installation**
New ceramic floor tiles (30cm x 30cm) have been supplied and installed throughout all restrooms. The color and finish will be as determined by the project owner (MRC).
- **New Skirting/Baseboards**
Skirting/baseboards made from the same tile material have been installed in a single layer around the perimeter of each restroom.
- **Substrate Preparation**
The floor base has been screeded and leveled to ensure a smooth, even surface prior to tile installation.
- **New Water Closets**
33 new flush toilet sets (model to be provided by MRC) have been supplied and installed in the appropriate restrooms.
- **New Urinals**
16 new urinal pots (model to be provided by MRC) have been supplied and installed in the male restrooms.
- **New Basin Strainers**
New strainer sets have been supplied and installed for all existing wash basins.

➤ **Installation of All Necessary Accessories**

The contractor has provided and installed all required accessories not furnished by the owner, including:

- Cement, sand, and adhesives for tiling
- Water supply pipes/hoses for toilets and bidets
- Drainage pipes for urinals
- Control valves for urinals
- Bidet sprayers and hoses for toilets
- Basin strainer sets (as part of the new installation)

All work has been carried out on every floor, both male and female restrooms, ensuring a fully renovated and functional facility.

4.2 Renovate the Office of the CEO and the OCEO Meeting Room.

➤ **Demolition & Site Preparation**

- **Existing Flooring Removed:** All existing floorboards and floor tiles within the designated areas shall be completely demolished and removed from the site.
- **Subfloor Prepared:** The existing concrete screed/base shall be removed down to the structural subfloor, leaving a clean, level, and debris-free surface ready for new tiling.
- **Existing Partition Removed:** The partition wall separating the main office and the meeting room shall be fully demolished and removed, including all framing, finishes, and associated debris.

➤ **Flooring & Finishes**

- **New Floor Tiles Installed:** New 60cm x 60cm ceramic floor tiles shall be supplied and installed. The finish must be level, even, and grouted neatly.
- **Tile Color Approved:** The color of the new floor tiles shall be as directed by the MRC prior to installation.
- **New Baseboards (Skirting) Installed:** New 15cm high baseboards/skirting shall be supplied and installed along all relevant walls, matching the finish and color of the new flooring.
- **New Ceiling Coving Installed:** New 8cm high ceiling baseboards (coving) shall be supplied and installed at the junction of the walls and ceiling for a seamless finish.

➤ **Wall Construction & Finishes**

- **New Partition Constructed:** A new partition wall shall be constructed and installed in the location and to the dimensions of the previously removed wall, ensuring a clean separation between the CEO's office and the meeting room.
- **Internal Walls Painted:** All internal walls, including the newly constructed partition wall, shall be prepared (filled, sanded) and painted with a new coat of white paint, providing a clean and uniform finish.
- **Feature Wall Installed (Meeting Room):** The designated walls and ceiling area of the meeting room shall be decorated with PVC lath wood (slat wall paneling). The color and pattern shall be as directed by the MRC.
- Check and fix the glass panels that caused water leaks during the rain

➤ **Doors & Glazing**

- **New Meeting Room Door Installed:** A new swing door shall be supplied and installed.
- **Glass Door Specifications Met:** The door shall be constructed of 12mm thick tempered glass and measure exactly 214cm (H) x 90cm (W).
- **Privacy Film Applied:** A half-height blurred (translucent) privacy film shall be professionally applied to the glass door as specified.

➤ **Electrical & Lighting**

- **Existing Lights Removed:** All existing light fixtures in the affected areas shall be carefully removed and disposed of.
- **New LED Downlights Installed:** New 24W, 12-inch diameter LED downlights shall be supplied and installed in the ceiling.
- **Warm White Lighting Achieved:** The new downlights shall provide a Warm White color temperature, creating the desired ambiance in the office and meeting room.

4.3 CSPO's Office renovation

❖ **Flooring Works**

➤ **Demolition and Preparation:**

- The existing floor tiles and the underlying concrete screed/base have been completely removed without causing structural damage to the sub-floor.
- The area is cleared of all demolition debris, leaving a clean, level, and sound substrate ready for new tiling.

➤ **New Tiling:**

- New 60cm x 60cm ceramic floor tiles are installed in the color and shade specified by the Management Representative Committee (MRC).

- The finished floor surface is perfectly level across the entire room, with no raised edges or "lippage" between tiles.
- Grout lines are consistently spaced

❖ **Wall and Ceiling Finishes**

➤ **PVC Cladding:**

- PVC lath wood panels are securely installed on all designated walls and the entire designated ceiling area.
- All panels are fitted plumb (vertically straight) and level. The joins between panels are tight and seamless.
- Cut-outs around electrical fixtures, conduits, or other penetrations are precise and neat, with no rough edges or gaps.
- The panels are firmly fixed to the underlying framework, with no loose sections, warping, or visible fasteners (unless they are part of the design).

➤ **Wall Painting:**

- All designated wall surfaces have been properly prepared (filled, sanded, and primed) before painting.
- The final paint finish is smooth, even in color and texture, with no drips, roller marks, or missed spots.
- The specific shade of blue is exactly as confirmed and directed by the MRC.

❖ **Glass Partitions and Door**

➤ **Fixed Glass Panels:**

- Three fixed glass panels are supplied and installed as per the given specifications:
 - Two panels: 1.10m (W) x 2.94m (H)
 - One panel: 1.10m (W) x 3.10m (H)
- The glass is confirmed to be 3mm thick, clear glass with a consistent, opaque white back-paint/background.
- Panels are vertically aligned, secure within their framework, and sealed neatly at all edges with transparent or color-matched sealant.

➤ **Swing Glass Door:**

- A swing door (214cm H x 90cm W) made of 12mm thick tempered glass is installed.
- The door hangs perfectly level within the frame, swings freely without binding, and closes securely with the latch/magnetic catch.

- High-quality, sturdy hinges and a door handle are fitted and aligned correctly.
- A blurred (translucent/frosted) privacy film is applied to the lower half of the glass door. The application is smooth, bubble-free, and cut precisely to the door's edges.

❖ **Electrical and Lighting**

➤ **Linear Lighting:**

- LED linear lighting is supplied and installed in the locations specified in the design/layout.

➤ **Downlights:**

- Ceiling-mounted LED downlights (18 watts each) are installed in the designated positions.

➤ **Wiring and Installation:**

- All electrical wiring for lights and switches is concealed within the walls, ceiling, or partitions, leaving no exposed cables.
- All switches, sockets, and connections are neatly terminated and properly fitted to flush-mounted back boxes.
- All lighting circuits are fully functional and tested.

❖ **Window Film Application**

➤ **Application to Existing Glazing:**

- A window film with 80% darkness (VLT - Visible Light Transmission of approx. 20%) is applied to all existing window glazing as specified.
- The film is applied smoothly with no bubbles, creases, or peeling at the edges.
- The edges of the film are trimmed precisely to the edges of the glass pane for a clean, professional look.

4.4 TD Meeting Room Renovation

❖ **Flooring Works**

➤ **Existing Flooring Removal:**

- All existing floorboards and floor tiles will be completely demolished and removed from the site.
- The area will be left clean, clear of all debris, and ready for the next stage of work.

➤ **Subfloor Preparation:**

- The existing concrete screed will be removed to expose a stable subfloor.

- The new concrete base will be leveled, smoothed, and allowed to cure properly to provide a perfect, stable foundation for the new tiles, ensuring they do not crack or become uneven over time.

➤ **New Floor Tiles:**

- **Finish:** Apply new tiles, even, and level the ceramic tile flooring surface.
- **Aesthetic:** The floor will feature 60cm x 60cm ceramic tiles in the color specified by the MRC.
- **Quality:** Tiles will be laid with consistent, narrow grout lines, free from cracks or chips. The surface will be clean and polished upon completion.

❖ **Wall and Ceiling Finishing (PVC Cladding)**

➤ **Designated Walls:**

- The specified walls will be fully covered with PVC lath wood cladding, providing a durable, stylish, and easy-to-clean surface that mimics the look of wood.
- The installation will result in a smooth, uniform surface with panels tightly joined.

➤ **Ceiling:**

- The ceiling will be finished with matching PVC lath wood cladding, creating a cohesive and modern "wrapped" effect in the room.

❖ **New Glass Door Installation**

➤ **The Door:**

- A new, custom-sized swing glass door (214cm H x 90cm W) will be installed.
- The door will be made of 12mm thick tempered glass, ensuring safety, strength, and a sleek, modern appearance.

➤ **Privacy Finish:**

- A half-height, blurred (translucent) film will be professionally applied to the glass. This will provide the required privacy for meeting room occupants while still allowing natural light to pass through.
- The door will be fitted with all necessary high-quality hardware (handle, hinges, latch) and will swing open and closed smoothly and securely within its frame.

❖ **Electrical and Lighting**

➤ **New LED Downlights:**

- New, ceiling-mounted LED downlights will be installed as per the plan.

➤ **Lighting Quality:**

- Each downlight will be 18 watts, providing ample brightness for a meeting room.
- The light color will be a consistent "Warm White" (typically 2700K-3000K), creating a comfortable and inviting atmosphere suitable for meetings and presentations.

➤ **Electrical Workmanship:**

- All wiring will be concealed within the ceiling cavity or wall as much as possible, resulting in a clean, clutter-free appearance with no visible cables.
- All wiring terminations at switches and light fittings will be neat, secure, and compliant with electrical safety standards. The light switch(es) will be installed and functional.

4.5 PD and ED Office Renovation

❖ **Painting of Designated Internal Walls (PDs' and EDs' Rooms)**

➤ **Surface Preparation:**

- Move and protect furniture away from walls (or cover with dust sheets).
- Remove wall fixtures (e.g., frames, whiteboards) if applicable.
- Clean walls to remove dust and grease.
- Sand down rough areas to create a smooth base.
- Apply masking tape to skirting boards, door frames, and light switches.
- Apply crack filler/putty to any hairline cracks or nail holes.

➤ **Painting Execution:**

- Apply one coat of quality primer/sealer
- Apply two (2) coats of high-quality emulsion paint (washable/anti-bacterial grade is recommended for offices).
- Ensure even coverage with no streaks, drips, or patchiness.

➤ **Finishing:**

- Remove masking tape carefully.
- Touch up any minor imperfections.
- Clean up and reinstate furniture.

➤ **Specific Repairs (Water Leakage & Mold)**

• **Room 401 & Room 201:**

- **Source Identification:** visual inspection to locate the exact source of the leak (roof, adjacent bathroom, or pipe).
- **Repair:** Fix the root cause (e.g., sealant application, pipe repair).
- **Demo/Removal:** Chop out or scrape off damaged, bubbling, or loose plaster.
- **Mold Remediation:** Apply a fungicidal wash or anti-mold chemical to the affected area to kill spores.
- **Re-plastering:** Apply new plaster to the damaged sections and allow to dry completely.
- **Repainting:** Repaint the repaired section to match the existing wall finish (may require painting the entire wall to avoid patchy color).

➤ **Repair of Faulty Drainage Pipe**

- **Inspection:** Identify the exact location of the blockage, leak, or physical damage in the drainage system.
- **Dismantling:** Carefully dismantle the affected section of the pipe (including any boxing or concealing if the pipe is hidden).
- **Clearing/Repair:**
 - If blocked: Clear the blockage using mechanical rods or chemical drain openers.
 - If leaking: Replace the damaged pipe section or seal the joint.

- **Reassembly:** Install new pipe sections/fittings to match the existing system.

➤ **Installation of PVC Lath Wood (Slat Panel)**

- **Location:** Designated walls in the Coffee Break Area (PD and ED sides).
- **Preparation:**
 - Ensure the wall surface is completely clean, dry, and even.
 - If the wall is uneven, apply a layer of plywood backing or level the wall with plaster first.
- **Layout Planning:**
 - Measure the wall and plan the slat layout to avoid having thin/skinny cuts at the ends.

- **Installation:**
 - Apply high-strength adhesive. Install the PVC slats vertically (standard) or as per design, ensuring they are level.
 - Cut slats neatly to fit around electrical outlets or obstacles.
- **Finishing:**
 - Install edge trims/caps
 - Ensure all slats are securely fixed with no warping or gaps.

4.6 Renovate and decorate the rooms of the ED's director

➤ Flooring Works

- **Screed Application:** Lay a new, level concrete screed base to prepare the subfloor for tiling.
- **Tile Supply:** Supply new ceramic floor tiles.
 - Size: 60cm x 60cm.
 - Color/Finish: To be directed by the MRC
- **Tile Installation:** Install the new floor tiles with grouting and clean finishes throughout the offices.

➤ Wall and Ceiling Finishes

- **Material Supply:** Supply PVC lath wood (PVC cladding) for specific designated walls and the ceiling area.
- **Installation:** Install the PVC panels securely to the framework.
 - Detail: Ensure all panels are cut neatly around electrical fixtures, switch boxes, and other protrusions.
 - Fit: Panels must be fitted securely to the framework to ensure a smooth, finished appearance.

➤ Door Installation

- **Supply:** Supply and deliver tempered glass swing doors.
 - Dimensions: 214cm in Height x 90cm in Width.
 - Material: 12mm thick tempered glass for safety and durability.
- **Hardware:** Supply and install necessary swinging hardware, hinges, and door handles.
- **Privacy Finish:** Apply a half-height blurred (translucent) film to the glass to ensure visual privacy while allowing light transmission.

➤ Electrical and Lighting

- **Lighting Supply:** Supply ceiling-mounted LED downlights.
 - Power: 18 watts per unit.
 - Color Temperature: Warm White.
- **Wiring and Installation:** Install the downlights in the ceiling.
 - Finish: All wiring must be concealed within the ceiling void or walls where possible.
 - Terminations: All cabling must be terminated neatly into junction boxes or fixtures to ensure safety and a tidy finish.

➤ **General Execution Notes**

- **Coordination:** All work to be carried out in coordination with the MRC for color and material selection.
- **Quality:** Ensure all finishes are clean, level, and free from defects upon completion.

➤ **Curtain installation**

Install the wooden blind curtain on the glass wall and window, type as directed by the MRC.

4.7 Renovate and decorate the rooms of the PD's director

➤ **Flooring Works**

- **Screed Application:** Lay a new, level concrete screed base to prepare the subfloor for tiling.
- **Tile Supply:** Supply new ceramic floor tiles.
 - Size: 60cm x 60cm.
 - Color/Finish: To be selected and directed by the MRC
- **Tile Installation:** Install the new floor tiles with grouting and clean finishes throughout the offices.

➤ **Wall and Ceiling Finishes**

- **Material Supply:** Supply PVC lath wood (PVC cladding) for specific designated walls and the ceiling area.
- **Installation:** Install the PVC panels securely to the framework.
 - Detail: Ensure all panels are cut neatly around electrical fixtures, switch boxes, and other protrusions.
 - Fit: Panels must be fitted securely to the framework to ensure a smooth, finished appearance.

➤ **Door Installation**

- **Supply:** Supply and deliver tempered glass swing doors.

- Dimensions: 214cm in Height x 90cm in Width.
- Material: 12mm thick tempered glass for safety and durability.
- **Hardware:** Supply and install necessary swinging hardware, hinges, and door handles.
- **Privacy Finish:** Apply a half-height blurred (translucent) film to the glass to ensure visual privacy while allowing light transmission.
- **Electrical and Lighting**
 - **Lighting Supply:** Supply ceiling-mounted LED downlights.
 - Power: 18 watts per unit.
 - Color Temperature: Warm White.
 - **Wiring and Installation:** Install the downlights in the ceiling.
 - Finish: All wiring must be concealed within the ceiling void or walls where possible.
 - Terminations: All cabling must be terminated neatly into junction boxes or fixtures to ensure safety and a tidy finish.
- **General Execution Notes**
 - **Coordination:** All work to be carried out in coordination with the MRC for color and material selection.
 - **Quality:** Ensure all finishes are clean, level, and free from defects upon completion.

4.8 Renovate and decorate the rooms of the AD's director

- **Flooring Works**
 - **Screed Application:** Lay a new, level concrete screed base to prepare the subfloor for tiling.
 - **Tile Supply:** Supply new ceramic floor tiles.
 - Size: 60cm x 60cm.
 - Color/Finish: To be selected and directed by the MRC
 - **Tile Installation:** Install the new floor tiles with grouting and clean finishes throughout the offices.
- **Wall and Ceiling Finishes**
 - **Material Supply:** Supply PVC lath wood (PVC cladding) for specific designated walls and the ceiling area.
 - **Installation:** Install the PVC panels securely to the framework.
 - Detail: Ensure all panels are cut neatly around electrical fixtures, switch boxes, and other protrusions.

- Fit: Panels must be fitted securely to the framework to ensure a smooth, finished appearance.

➤ **Door Installation**

- **Supply:** Supply and deliver tempered glass swing doors.
 - Dimensions: 214cm in Height x 90cm in Width.
 - Material: 12mm thick tempered glass for safety and durability.
- **Hardware:** Supply and install necessary swinging hardware, hinges, and door handles.
- **Privacy Finish:** Apply a half-height blurred (translucent) film to the glass to ensure visual privacy while allowing light transmission.

➤ **Electrical and Lighting**

- **Lighting Supply:** Supply ceiling-mounted LED downlights.
 - Power: 18 watts per unit.
 - Color Temperature: Warm White.
- **Wiring and Installation:** Install the downlights in the ceiling.
 - Finish: All wiring must be concealed within the ceiling void or walls where possible.
 - Terminations: All cabling must be terminated neatly into junction boxes or fixtures to ensure safety and a tidy finish.

➤ **General Execution Notes**

- **Coordination:** All work to be carried out in coordination with the MRC for color and material selection.
- **Quality:** Ensure all finishes are clean, level, and free from defects upon completion.

➤ **Curtain installation**

Install the wooden blind curtain on the glass wall and window, type as directed by the MRC.

4.9 Waterproof coating of the roof gutters

❖ **Preparation and Cleaning Works**

Objective: To create a clean, sound, and contamination-free substrate to ensure maximum adhesion of the new waterproofing coating.

- **Initial Debris Removal:**
 - Manually remove all large debris, including leaves, twigs, silt, and stones, from the gutters of both the Main Building and the Conference Hall.

- Place debris into heavy-duty bags for immediate disposal to prevent it from being washed into downpipes during subsequent cleaning.
- **High-Pressure Water Jetting:**
 - Employ industrial-grade pressure washing equipment to thoroughly clean all gutter surfaces.
 - The jetting process must be aggressive enough to remove:
 - Embedded dirt and silt.
 - Organic growth (moss and lichen).
 - Algae stains and fungal growth.
- **Post-Cleaning Inspection:**
 - Inspect the gutters for any structural defects revealed by the cleaning process, such as cracks, holes, or joint separations

➤ **Waterproof Coating Application**

Objective: To apply a seamless, high-performance waterproof membrane to protect the substrate.

- **Surface Drying:**
 - Allow the gutters to dry completely following the high-pressure wash. This is a critical step, as Polyurethane coatings cannot be applied to damp surfaces.
 - Utilize natural drying (weather permitting) or assist with cloths, squeegees, and forced air (leaf blowers) to expedite the process and ensure all residual water is removed from laps and joints.
- **Application of Polyurethane Coating:**
 - Prepare the high-performance Polyurethane waterproof coating according to the manufacturer's instructions (mixing ratios, pot life).
 - Apply the coating evenly using appropriate tools (medium-pile rollers, brushes for edges, or spray equipment).
 - Ensure a uniform thickness is achieved to create a seamless, durable, and waterproof membrane.
 - Pay special attention to sealing:
 - Joints and overlaps in the gutter lining.
 - Upstands at roof-to-gutter interfaces.
 - Outlets and sumps.
- **Curing:**

- Protect the freshly applied coating from rain, foot traffic, and debris for the duration of the curing period as specified by the manufacturer.

4.10 Renovate the Cracked Floor Tiles

➤ Demolition and Removal

- **Tile Demolition:** Carefully demolish and break up the existing cracked ceramic floor tiles in the office, balcony, and security guard forts using appropriate power tools (e.g., electric jackhammer for large areas, chisel for small repairs). The objective is to remove only the specified tiles without damaging the underlying substrate.
- **Adhesive/Thin-set Removal:** Grind or chip away the old tile adhesive (thin-set) from the concrete substrate to leave a smooth, clean surface for the new installation.
- **Debris Removal:** Collect all demolished tiles, adhesive, and debris into heavy-duty rubble bags.
- **Waste Disposal:** Remove all debris from the site and dispose of it responsibly at a licensed waste facility.

➤ Subfloor Preparation

- **Surface Cleaning:** Thoroughly vacuum and clean the exposed subfloor to remove all dust, dirt, and loose particles.
- **Priming:** Apply a primer to the clean subfloor to ensure proper adhesion of the new tile adhesive.

➤ New Tile Installation

- **Material Layout:** Lay out the new 30cm x 30cm white ceramic tiles on the floor to determine the best starting point and to ensure a balanced layout with minimal small cuts at the edges.
- **Adhesive Application:** Spread a suitable, high-quality tile adhesive onto the prepared subfloor using a notched trowel to create an even bed.
- **Leveling:** Continuously check the tiles with a spirit level to ensure they are perfectly flat and even. Make adjustments as necessary before the adhesive sets.

➤ Grouting and Finishing

- **Adhesive Curing:** Allow the tile adhesive to cure completely as per the manufacturer's instructions (usually 24 hours) before walking on the tiles or grouting.

➤ Clean-Up and Completion

- **Final Site Clean:** Remove all protective coverings. Thoroughly sweep and mop the new floor to remove any residual dust or grime.
- **Fixture Reinstallation:** Carefully return all furniture, appliances, and fixtures to their original positions.

4.11 Fix the Garden Edge

- **Demolition and Site Clearance**
 - Remove the existing damaged garden edge/kerb.
 - Re-elevation of the garden by brick(levelling/raising) of the garden edge, same as existing.
- **Reinforced Concrete Works**
 - Remove the existing garden edge/kerb, specifically at the mini garden located by the MRC Signboard.
 - Construct a new, elevated garden edge using reinforced concrete.
- **Decorative Elements**
 - Supply and install decorative pole posts in the small garden in front of the MRC Signboard.
 - Ensure new posts match the design and finish of the existing posts.
- **Electrical & Lighting Works**

Supply and install LED spot lighting to illuminate the MRC signboard.

Specifications:

 - Wattage: 18 watts
 - Feature: Water resistant
 - Color Temperature: Warm White

4.12 Exterior Wall Painting

- **Surface Preparation (Critical for Stain/Fungus Removal)**

Initial Dry Cleaning: Use stiff-bristle brushes or brooms to remove loose dirt, cobwebs, and dust from the walls.

- **Surface Repairs:**

Scraping: Remove all loose, flaking, or peeling existing paint using scrapers or wire brushes.

Patching: Fill any cracks, holes, or spalled (crumbling) concrete with a suitable exterior-grade filler or repair mortar.

Smoothing: Sand down the patched areas to create a smooth, even surface flush with the surrounding wall.

- **Priming**

Apply Stabilizing Primer: Once the surface is clean, dry, and repaired, apply a coat of exterior-grade alkali-resistant primer or a fungicidal primer.

Purpose: This seals the surface, prevents "alkali burn" from the cement, provides adhesion for the topcoat, and acts as an extra barrier against future fungus growth.

- **Painting Application**

Mixing: Ensure all paint cans of the specified white color are mixed thoroughly to maintain color consistency.

First Coat of Paint: Apply the first coat of high-quality exterior emulsion paint (white)

Touch-Up: Inspect the first coat for missed spots or thin areas and touch them up.

4.13 Cleanliness

- The contractor shall maintain a clean and safe worksite throughout the project. Upon completion, all work areas shall be thoroughly cleaned.
- The contractor is responsible for protecting adjacent areas from dust and damage during demolition and construction.
- Waste Disposal: All demolition debris and construction waste generated by these works are to be removed from the site by the Contractor and disposed of it properly in accordance with local regulations.

5. DELIVERABLES AND TIMELINES

(Refer to the table attached, Annex II)

6. REQUIRED TASKS AND RESPONSIBILITIES

➤ Schedule

The contractor should be scheduled and detailed enough to manage expectations but flexible enough to accommodate unforeseen delays.

- Overall Project Duration: Specify the total number of days or weeks from the start date (mobilization) to the final handover
- Key Phases & Milestones: Break the project into logical phases with clear start and end dates (e.g., Phase1, Phase2...)

➤ Provide the engineer/worker team

- Project Manager (PM) : Name the single point of contact responsible for overall coordination.
- Site Supervisor / Foreman: Name the person who will be on-site daily to direct the trades, manage the schedule, and ensure quality.
 - o General Laborers/Carpenters: The core team performing demolition, framing, and finish work.

➤ Work method/safety

This is a critical section outlining how the work will be done and how the site will be kept safe for workers and occupants.

- Site Protection:
 - o Containment: Use of plastic sheeting or temporary walls to seal off work areas from living areas.
- o Dust Control: Use of vacuum cleaners, dust barriers on-site constructions
- Safety Protocols:
 - o Protective Equipment: Mandate that all workers wear hard hats, safety glasses, steel-toed boots, and gloves as required.

- o Fall Protection: Specific procedures for working on ladders, scaffolds, or near stairwells.
- Demolition Method: Specification of whether demolition is manual (hand tools) or mechanical (heavy equipment), and the process for debris removal and cleaning immediately or weekly.

➤ **Quality of work**

This defines the standard to which the work must be performed, preventing ambiguity and ensuring the final product meets expectations.

- Industry Standards: State that all work will comply with industry best practices (e.g., "All tile work to be flat, level, and plumb within 1/8" over 8 feet").
- Workmanship Guarantees:
 - o Paint: "Walls to be smooth, free of drips, brush marks, and roller stipple. Sharp cut-in lines at ceilings and trim."
 - o Tile: "Grout joints to be uniform and clean. Tile edges to be flush at corners."
 - o Finish Carpentry: "All miters to be tight and filled seamlessly. Nail heads to be set and filled."

➤ **Reports**

This outlines how information will be shared with the owner to keep them informed without requiring them to be on-site constantly.

- Frequency: Specify that progress updates will be provided every Monday by 4:00 PM.
- Format: Standardize the format of the update, often sent via email.
- Content of the Report:
 - o Summary of Work Completed: A bulleted list of tasks finished that week, by percentage of finished tasks
 - o Photo Documentation: Attach 3-5 high-quality photos showing progress.
 - o Schedule Status: "On schedule," "Slightly ahead," or "Delayed by 2 days due to [reason], with a plan to catch up by [method]."

7. PAYMENT MODALITY

As per the negotiated terms of the signed contract.

8. INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF PERSONAL DATA

Any utility, announcement and disclosure of the MRC Secretariat staff's personal data that are without MRCS highest levels of authority' agreement and permission is considered illegal and will be charged by relevant local and international legal procedures.

9. WORKING ARRANGEMENT

Reporting Line:	AD Director
Communication Line:	Maintenance Technician
Workstation:	MRCS, Office in Vientiane

10. QUALIFICATIONS AND REQUIREMENTS

The successful bidder shall meet the following minimum qualification requirements:

- Company Information: Profile, brochures, and details on the firm's composition.
- Experience Proof: The minimum period of the general experience of the bidder in construction works and interior/exterior decoration projects shall be 5 years.
- The required a copy of two (3) similar contracts on the construction project that have been completed during the last 1-5 years.
- 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.
- The supplied materials should be of recognized brands with high quality based on the requirement.
- The bidder is required to provide a copy of the business registration for reference.
- Financial Proof: Financial statements, income tax clearance certificates, and bank solvency certificates for the specified period.
- Ability to communicate in good English

No.	Criteria	Score
1	Portfolio of at least 3-5 completed office or commercial projects within the last 5 years that demonstrate professional design and architectural features.	10
2	Propose creative and innovative design & material detailing how to integrate modern workspace trends, smart technology, sustainable/unique materials, and innovation into the office.	30
3	A case study from a past project detailing a specific design & engineering challenge encountered and the creative solution implemented to solve the engineering problems.	20
4	CVs of the proposed Project Manager, Site Supervisor, and Lead Craftsman/Finishing Manager, emphasizing their experience with high-design projects.	10
5	Drawing and BOQ are required (Bidder should provide the drawing and BOQ related with material bidder supply for these projects.	5
6	Proposed Project schedule/work plan	5
7	At a minimum, the bidder should have a five-year of general experience in construction and interior/exterior decoration projects	5
8	Required at least three (3) copies of similar contracts on the construction or renovation projects that have been completed during the last five (5) years	5
9	The minimum amount of funds (liquid assets) and/or credit facilities net of other contractual commitments of the successful bidder shall be USD 100,000 (Provide the financial statement)	5
10	The bidder should provide a copy of the business registration and/or Tax payment for reference.	5
Total		100

Note:

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

11. SIGNATURE BLOCK

MRCS:

Full Name: Phetsamone Khanophet

Title: Director of AD

Incumbent's Full Name:

Signature:

Incumbent's Signature:

Date:

Date:

Key reference documents

The firm may be provided with the below relevant documents as requested:

1. Design and lay-out for CSPO office
2. BOQ

SECTION IV**TECHNICAL EVALUATION CRITERIA**

No	Criteria	Max. Score	Company			
			A	B	C	D
1	Company profile and methodology	100				
1.1	Portfolio of at least 3-5 completed office or commercial projects within the last 5 years that demonstrate professional design and architectural features.	10				
1.2	Propose creative and innovative design & material detailing how to integrate modern workspace trends,	30				

No	Criteria	Max. Score	Company			
			A	B	C	D
	smart technology, sustainable/unique materials, and innovation into the office.					
1.3	A case study from a past project detailing a specific design & engineering challenge encountered and the creative solution implemented to solve the engineering problems.	20				
1.4	CVs of the proposed Project Manager, Site Supervisor, and Lead Craftsman/Finishing Manager, emphasizing their experience with high-design projects.	10				
1.5	Drawing and BOQ are required (Bidder should provide the drawing and BOQ related with material bidder supply for these project.	5				
1.6	Proposed Project schedule/work plan	5				
1.7	At a minimum, the bidder should have a five-year of general experience in construction and interior/exterior decoration projects	5				
1.8	Required at least three (3) copies of similar contracts on the construction or renovation projects that have been completed during the last five (5) years	5				
1.9	The minimum amount of funds (liquid assets) and/or credit facilities net of other contractual commitments of the successful bidder shall be USD 100,000(Provide the financial statement)	5				
1.10	The bidder should provide a copy of the business registration and/or Tax payment for reference.	5				
	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.

ANNEX

DELIVERABLES AND TIMELINES

Descriptions	Tasks	Expected Deliverables	Number of Days/Hours	Deadline
1. Office Restroom Renovation (Male and Female, all Floors)	1.1 Demolition and Site Preparation	Floor Removal: Carefully demolish and remove the existing floor tiles from the male and female restrooms. The scope includes 100% of the floor area on all floors, both male and female.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Upon removal of tiles, demolish and remove the existing concrete screed/base to prepare the substrate for new tiling.		
		Fixture Removal: Disconnect and remove all existing sanitary fixtures, including: Water Closets (Flush Toilets): 33 sets (combined male/female), and Urinals: 16 sets (male restroom only).		
		Basin Works: Remove the existing strainer sets from the wash basins.		
	1.2 Flooring and Tiling Works	New Floor Tiles: Supply and install new ceramic floor tiles, Size: 30cm x 30cm, Color/Finish: To be advised/determined by the project owner (MRC).		
		Skirting/Baseboards: Supply and install new skirting/baseboards using the same tile material and installed in a single layer (1 layer) around the perimeter of the rooms.		

	Substrate: Prepare the floor base (screeding/leveling) to ensure a smooth and even surface before tile installation.		
1.3 Sanitary Fixture Installation	Water Closets (Flush Toilets): Supply and install 33 new flush toilet sets, Model: will be advised/determined by the project owner (MRC),		
	Urinals: Supply and install 16 new urinal pots in the male restroom. Model: will be advised/determined by the project owner (MRC).		
	Basins: Supply and install a new strainer set for the existing wash basins.		
1.4 Materials/Accessories and Contractor-Furnished Items:	The contractor shall provide all necessary installation accessories not explicitly listed as owner-furnished, including but not limited to:		
	Cement, sand, and adhesives for tiling		
	Water supply pipes/hoses (for toilets/bidets)		
	Drainage pipes (for urinals).		
	Control valves (for urinals).		
	Bidet sprayers and hoses (for toilets).		
	Basin strainer sets.		

2. Renovate the Office of the CEO and the OCEO Meeting Room.	2.1 Demolition and Site Preparation	Flooring Removal: Demolish and remove the existing floorboards and floor tiles.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Remove the existing concrete screed/base to prepare the subfloor for new tiling.		
		Partition Removal: Demolish and remove the existing partition wall separating the main office and the meeting room.		
	2.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 60cm x 60cm.		
		Color: As directed by the MRC.		
		Baseboards (Skirting): Supply and install new baseboards/skirting.		
		Floor Baseboard Height: 15cm.		
		Ceiling Baseboard (Coving) Height: 8cm.		
	2.3 Partition and Door Installation	New Partition: Construct and install a new partition wall to separate the office and meeting room, matching the location and dimensions of the previously removed wall.		

		Meeting Room Door: Supply and install a new swing door.		
		Type: Tempered Glass.		
		Thickness: 12mm.		
		Dimensions: 214cm (H) x 90cm (W).		
		Finish: Install a half-height blurred (translucent) film on the glass for privacy.		
	2.4 Electrical and Lighting	Ceiling Lights: Remove existing light fixtures and supply/install new LED ceiling lights.		
		Type: LED Downlight.		
		Wattage: 24W.		
		Size: 12 inches in diameter.		
		Color Temperature: Warm White.		
	2.5 Wall Finishes and Painting	Feature Wall (Meeting Room): Decorate the walls and ceiling of the meeting room with PVC lath wood (slat wall paneling). Color: As directed by the MRC.		
		Painting: Prepare all internal walls (including the new partition) and apply new paint. Color: White		

	2.6 Check and fix the glass panels	Check and fix the glass panels that caused water leaks during the rain		
3. CSPO's Office Renovation	3.1 Demolition and Preparatio	Flooring Removal: Carefully demolish and remove the existing floor tiles and the underlying concrete base/screed.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
	3.2 Flooring Installation	New Tiling: Install new ceramic floor tiles, Size: 60cm x 60cm, Color: As directed by the MRC.		
		Finish: Ensure tiles are laid level, with consistent grout lines.		
	3.3 Wall and Ceiling Finishing	PVC Cladding: Install PVC lath wood on the designated walls and the ceiling.		
		Finish: Ensure panels are cut neatly around fixtures and fitted securely to the framework.		
	3.4 Glazing (Fixed Windows)	Installation: Supply and install fixed glass panels as specified.		
		Glass Type: Clear glass with a white background/back-paint (opaque white).		
		Thickness: 3mm.		
		Dimensions: 2 pieces: 1.10m (W) x 2.94m (H) and 1 piece: 1.10m (W) x 3.10m (H)		
	3.5 Painting	Prepare surfaces and apply paint to the walls.		

		Color: Blue (specific shade/code to be confirmed by MRC).		
3.6 Door Installation		Supply and install a swing glass door.		
		Size: 214cm (H) x 90cm (W).		
		Glass Thickness: 12mm tempered glass.		
		Privacy Film: Apply blurred (translucent/frosted) film to the lower half of the glass door.		
3.7 Electrical and Lighting		Linear Lighting: Supply and install LED linear lighting.		
		Color Temperature: Warm White.		
3.8 Ceiling Downlights		Supply and install ceiling-mounted LED downlights.		
		Wattage: 18 watts.		
		Color Temperature: Warm White.		
		Installation: All wiring to be concealed where possible and terminated neatly.		

	3.9 Window Film Application	Apply blurred/privacy film to existing glazing		
		Apply window film with 80% darkness		
4. TD Meeting Room Renovation	4.1 Demolition and Preparatio	Flooring Removal: Demolish and remove the existing floor tiles.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Remove the existing concrete screed/base to prepare the subfloor for new tiling.		
	4.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 60cm x 60cm.		
		Color: As directed by the MRC.		
	4.3 Wall and Ceiling Finishing	PVC Cladding: Install PVC lath wood on the designated walls and the ceiling.		
		Finish: Ensure panels are cut neatly around fixtures and fitted securely to the framework.		
	4.4 Door Installation	Supply and install a swing glass door.		
		Size: 214cm (H) x 90cm (W).		

		Glass Thickness: 12mm tempered glass.		
		Finish: Install a half-height blurred (translucent) film on the glass for privacy.		
	4.5 Ceiling Downlights	Supply and install ceiling-mounted LED downlights.		
		Wattage: 18 watts.		
		Color Temperature: Warm White.		
		Installation: All wiring to be concealed where possible and terminated neatly.		
	5. PD and ED Office Renovation	5.1 Interior Wall Preparation and Painting		
		5.2 Plumbing Repair (Drainage System)		
		Prepare and repaint all designated internal walls in the PDs' and EDs' rooms	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Specific Repairs (Water Leakage): Address water damage in the following specific units: Room 401: Identify the source of the leak, repair the affected plaster, treat for mold/mildew, and repaint. Room 201: Identify the source of the leak, repair the affected plaster, treat for mold/mildew, and repaint.		
		Repair/remediate faulty drainage pipe. Scope Details: Locate the specific blockage, leak, or damage in the drainage pipe. Dismantle the affected section if necessary.		

	5.3 Feature Wall Decoration (PVC Lath Wood Installation)	Supply and install PVC Lath Wood (slat panel) on the designated walls in the coffee break area at the PD and ED, Ensure the wall surface is clean, dry, and even prior to installation.		
	5.4 Office of CEMO's Renovation	Remove the current partition and reinstall it to make the room smaller		
6. Renovate and decorate the rooms of the ED's director	6.1 Demolition and Preparation	Flooring Removal: Demolish and remove the existing floorboards and floor tiles.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Remove the existing concrete screed/base to prepare the subfloor for new tiling.		
	6.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 60cm x 60cm.		
		Color: As directed by the MRC.		
	6.3 Wall and Ceiling Finishing	PVC Cladding: Install PVC lath wood on the designated walls and the ceiling (Size/Color: As directed by the MRC).		

		Finish: Ensure panels are cut neatly around fixtures and fitted securely to the framework.		
	6.4 Door Installation	Supply and install swing glass doors.		
		Size: 214cm (H) x 90cm (W).		
		Glass Thickness: 12mm tempered glass.		
		Finish: Install a half-height blurred (translucent) film on the glass for privacy.		
	6.5 Ceiling Downlights	Supply and install ceiling-mounted LED downlights.		
		Wattage: 18 watts.		
		Color Temperature: Warm White.		
		Installation: All wiring to be concealed where possible and terminated neatly.		
	6.6 Curtain installation	Install the wooden blind curtain on the glass wall and window, type as directed by the MRC.		

7. Renovate and decorate the rooms of the PD's director	7.1 Demolition and Preparation	Flooring Removal: Demolish and remove the existing floorboards and floor tiles.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Remove the existing concrete screed/base to prepare the subfloor for new tiling.		
	7.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 60cm x 60cm.		
		Color: As directed by the MRC.		
	7.3 Wall and Ceiling Finishing	PVC Cladding: Install PVC lath wood on the designated walls and the ceiling.		
		Finish: Ensure panels are cut neatly around fixtures and fitted securely to the framework.		
	7.4 Door Installation	Supply and install swing glass doors.		
		Size: 214cm (H) x 90cm (W).		
		Glass Thickness: 12mm tempered glass.		

		Finish: Install a half-height blurred (translucent) film on the glass for privacy.		
	7.5 Ceiling Downlights	Supply and install ceiling-mounted LED downlights.		
		Wattage: 18 watts.		
		Color Temperature: Warm White.		
		Installation: All wiring to be concealed where possible and terminated neatly.		
8. Renovate and decorate the rooms of the AD director	8.1 Demolition and Preparation	Flooring Removal: Demolish and remove the existing floorboards and floor tiles.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Concrete Base Preparation: Remove the existing concrete screed/base to prepare the subfloor for new tiling.		
	8.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 60cm x 60cm.		
		Color: As directed by the MRC.		

	8.3 Wall and Ceiling Finishing	PVC Cladding: Install PVC lath wood on the designated walls and the ceiling(Size/Color: As directed by the MRC).		
		Finish: Ensure panels are cut neatly around fixtures and fitted securely to the framework.		
	8.4 Door Installation	Supply and install swing glass doors.		
		Size: 214cm (H) x 90cm (W).		
		Glass Thickness: 12mm tempered glass.		
		Finish: Install a half-height blurred (translucent) film on the glass for privacy.		
	8.5 Ceiling Downlights	Supply and install ceiling-mounted LED downlights.		
		Wattage: 18 watts.		
		Color Temperature: Warm White.		
		Installation: All wiring to be concealed where possible and terminated neatly.		
	8.6 Curtain installation	Install the wooden blind curtain on the glass wall, type as directed by the MRC.		
	9.1 Cleaning Work	Thoroughly clean the roof gutters of the Main Building and the Conference Hall.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26

9. Waterproof coating of the roof gutters		Remove all accumulated debris, organic growth, algae stains, and fungus.		
		This will be achieved through the application of high-pressure water jetting to ensure all surfaces are free of biological matter and ready for treatment		
	9.2 Waterproofing Application	Apply a waterproofing material to the gutters of the Main Building and the Conference Hall.		
		Utilize a high-performance Polyurethane waterproof coating.		
		After cleaning, ensure the surfaces are completely dry. Apply the Polyurethane coating evenly to seal the substrate and provide a durable, waterproof membrane		
10. Renovate the Cracked Floor Tiles	10.1 Demolition and Preparation	Flooring Removal: Carefully demolish and remove the existing cracked floor tiles in the office, balcony, and security guard forts	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
	10.2 Flooring Installation	New Floor Tiles: Supply and install new ceramic floor tiles.		
		Size: 30cm x 30cm.		
		Color: As directed by the MRC.		
11. Fix the Garden Edge		Remove the existing damaged garden edge/kerb.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26

	11.1 Demolition and Site Clearance (Garden Edge)	Re-elevated of the garden edge		
	11.2 Reinforced Concrete Garden Edge Construction	Remove the existing garden edge/kerb. (Mini garden at the MRC Signboard)		
		Construct a new, elevated garden edge using reinforced concrete.		
	11.3 Decorative Pole Post Installation (Small Garden in front of MRC Signboard)	Supply and install decorative pole posts same as the existing.		
	11.4 Electrical Lighting Installation	Supply and install LED spot lighting for the MRC signboard		
		Wattage: 18 watts, water resistance		
		Color Temperature: Warm White.		
12. Exterior Wall Painting and Fixing the Ceilings	12.1 Exterior Wall Preparation and Painting	Prepare surfaces and apply paint to the walls at the points where the stains/ fungus are around the building	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		Color: white		
		Cover the building joint with the PVC lath wood		

	12.2 Fix the ceiling	Fix all the gypsum ceilings at the point that was damaged by water leaking, and the peeling off paint		
13. Cleanliness	13.1 Cleaning	The contractor shall maintain a clean and safe worksite throughout the project. Upon completion, all work areas shall be thoroughly cleaned.	36 days (Aug-Nov 2026, weekend only)	29-Nov-26
		The contractor is responsible for protecting adjacent areas from dust and damage during demolition and construction.		
		Waste Disposal: All demolition debris and construction waste generated by these works are to be removed from the site by the Contractor and disposed of it properly in accordance with local regulations.		
Remarks:		The MRC will provide descriptions of work that the MRC requires to renovate. The bidders should conduct a site inspection and carefully evaluate the quantity of work themselves. Some of the specifications of the goods supplied will be advised/selected by the MRC, including size, color, brand, model, etc.		
		Site survey availability only on weekends.		
		All work shall be performed in a professional, workmanlike manner.		

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.

Dear Mr. Phetsamone Khanopphet, Director

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,

Authorised 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. Phetsamone Khanophet, Director

Subject: RFP No.26-002

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	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: _____

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

Dear Mr. Phetsamone Khanopphet, Director

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 figures]*¹.

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 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,
Authorised 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-

1. FORM FIN-2 BREAKDOWN OF COSTS

2. Cost Breakdown for services (fee) *

No	Deliverables tasks	Service fee in USD	Total Price (Lump Sum, All Inclusive)
LOT 1: Office Restroom Renovation (Male and Female, all Floors)			
1.1			
1.2			
1.3			
LOT 2: Renovate the Office of the CEO and the OCEO Meeting Room			
2.1			
2.2			
2.3			
2.4			
LOT 3: CSPO's Office Renovation			
3.1			
3.2			
LOT 4: TD Meeting Room Renovation			
4.1			
4.2			
LOT 5: PD and ED Office Renovation			
5.1			
5.2			
5.3			
LOT 6: Renovate and decorate the rooms of the ED's director			
6.1			
6.2			
6.3			
LOT 7: Renovate and decorate the rooms of the PD's director			
7.1			
7.2			
7.3			

LOT 8: Renovate and decorate the rooms of the AD director			
8.1			
8.2			
8.3			
LOT 9: Waterproof coating of the roof gutters			
9.1			
9.2			
9.3			
LOT 10: Renovate the Cracked Floor Tiles			
10.1			
10.2			
10.3			
LOT 11: Fix the Garden Edge			
11.1			
11.2			
11.3			
LOT 12: Exterior Wall Painting			
12.1			
12.2			
LOT 13: Cleaning service(if not included in each lot pls specify here)			
3.1			
3.2			
	Total Amount		

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

List of Material and Equipment Offer

No	Description	Model	Brand	Manufacture	Remark
01					Brochure/Catalogue Provided
02					
03					
05					
06					
07					
08					
09					

Summary of Financial Proposal

Project:

Project Owner: MRCS

No	Description	Unit	Quantity	Unit Price	Amount In (USD)	Remark
Grand Total all inclusive (Excluded TAX)						

In words: ()

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

SECTION VII
Bid Security and Performance Security Form

FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: Mekong River Commission Secretariat
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to MRCS dated [Click here to enter a date.](#), to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with 's variation of requirement, as per RFP2024-001); or
- d) Fails to furnish Performance Security, insurance, or other documents that may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [\[amount of guarantee\] \[in words and numbers\]](#), such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [\[amount of guarantee as aforesaid\]](#) without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until ____days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: Mekong River Commission Secretariat
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services Click here to enter text. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date_days from the date of issue by MRCS of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

SECTION VIII

Supplier Declaration Form

As an important and highly visible inter-governmental organization the Mekong River Commission (MRC) has a special obligation to ensure that its mission is performed to the highest standards. To this end, the MRC Fraud Prevention and Anti-Corruption (FPAC) Mechanism (as provided to bidders) has been adopted that applies to the MRCS activities and those involved in it. The FPAC Mechanism includes a commitment to ensuring that opportunities for fraud and corruption are reduced to the lowest possible level of risk.

As part of the risk mitigation and due diligence processes set out in the FPAC Mechanism, the MRCS requires all prospective service providers and their legal representatives to undertake that they shall comply with the standards set out in the FPAC Mechanism.

Full Name of Individual/Entity:			
Current Business Natures	☐ Water Resource Management (WRM) and Development Services ☐ Consultancy services including Research on WRM ☐ Training Services ☐ Communication, PR, Advertisement	☐ Research Institution or Development Studies ☐ Freelancer/general consultancy ☐ Others (please specify):	
Key Detail of the Current Business:			
Business Structure (if applicable): ☐ Partnership ☐ Join Venture ☐ Limited Liability ☐ Company Corporation ☐ None of the above		Business Type: ☐ For Profit ☐ Non-Profit (NGO) ☐ Public Entity ☐ Community Based Organization (CBO) ☐ Private business	
Registration or Formation of business (if applicable):	Country/State:		
	Time of registration (date/month/year):		
	Percentage of Ownership:		
	Business license number:		

The entity/person identified above here by declares and/or confirms that the entity/person including any person having powers of representation, decision-making or control over them or a member of their administrative, management or supervisory body:

- has not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
- is not in a situation of bankruptcy, liquidation, termination or suspension of business activities, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is subject to a procedure of the same kind;
- has not received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct, including but not limited to: misrepresenting information required for the verification of the absence of grounds for exclusion or in the performance of a contract; entering into agreement with other persons or entities with the aim of distorting competition; violating intellectual property rights; attempting to influence the decision-making process of a contracting authority; or attempting to obtain confidential information;
- has complied and continues to comply with their obligations as regards payment of taxes, social security contributions and dues, according to the applicable statutory provisions;
- is not an entity created to circumvent tax, social or other legal obligations (empty shell company), have ever created or are in the process of creation of such an entity;
- has not been involved in mismanagement or other irregularities related to the use of MRC funds or public funds of another source;
- is not in a situation of conflict of interest in relation to the procurement process and any resulting contract;
- none of its officers, employees or subcontractors has or have been sanctioned for any offence listed in this Declaration Form;
- understands the provisions of the MRC FPAC Mechanism and has not and shall not be involved in any activities that are inconsistent with the standards of conduct set out in the FPAC Mechanism;
- if shortlisted, shall treat as confidential any information provided to it by the MRC Secretariat;
- understands that the MRC Secretariat may publish the name of shortlisted bidders in accordance with the provisions of the MRC Procurement Manual;
- understands that should circumstances pertaining to this Supplier Declaration Form change or new information emerge prior to the award of the goods or services to be procured then the entity/person is under an obligation to bring such information to the MRC Secretariat's attention forthwith.

Consent:	Agrees to the MRC rules for protection of personal data.	Yes ☐	No ☐
	Agrees to the MRC publishing information regarding the bidder in accordance with its Procurement Manual.	Yes ☐	No ☐
	Agrees to the MRC's established rules and regulations, and disciplinary measures will be undertaken as per terms and condition set in the contract should any violation occurred.	Yes ☐	No ☐
Signature and Date:	<i>I declare, on behalf of the entity or myself, that I have the power to represent the entity in making the declarations contained in this Supplier Declaration Form, that to the best of my knowledge the statements made in this Supplier Declaration Form are complete, true and correct and undertake to provide verification for any information that the MRC Secretariat may request:</i>		

SECTION IX
VERIFICATION MATRIX

Evaluation and due diligence options	Criteria		
	Fit for purpose	Ability to deliver	Value for money
Legal existence check			
Written offer /proposal documents complete			
Supplier declaration form *			
Financial statements			
Terrorism and sanctions database check •			
Reference checks			
Site visit			
Audited accounts			
Credit check			
Company's office/charities register check			
Accepts the MRCS Terms & Conditions			
Security check			
Overall comments and recommendations for the mitigation of risks of any risks found or follow up actions as required:			

(Indicative only to illustrate possible use)

Note: • Risk identified and mitigation measures described

Prepared by
(name, title, and team)

Signature

Date

Reviewed by
(name, title, and team)

Signature

Date

SECTION X

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT (Lump sum contract)

[Insert Contract Number/Current Year]

Consultancy Services Firm for the Construction of the MRC Educational Visitor Center and Situation 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 the Construction of the MRC Educational Visitor Center and Situation 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 ²	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

² 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 MRC **rapt** 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)³ 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]*,⁴ and any demand for payment under it must be received by us at this office on or before that date.

³ 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.

⁴ 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. 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."

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)⁵ 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.

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]*

⁵ 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.

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 date⁶]*.

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

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

⁶ *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."*

ANNEX III

TERMS OF REFERENCE (TOR)

ANNEX IV

FINANCIAL PROPOSAL