Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
RFP No. 25-010

(Re-bid)

Travel Management Services for the Mekong River Commission Secretariat in Vientiane, Lao PDR

Vientiane, Lao PDR

SECTION I

INVITATION FOR PROPOSAL

Travel Management Services for the Mekong River Commission Secretariat in Vientiane, Lao PDR

The Mekong River Commission Secretariat (hereinafter "the Employer") hereby invites sealed proposals from eligible firms for provision of **Travel Management Services for the MRCS in Vientiane** 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 Request for Proposal (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	Supplier Declaration Form
Section VIII	Verification Matrix
Section IX	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 no later than **15:00** local time on **17 November 2026,** by courier or email 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 Khanophet
Director of Administration Division
Mekong River Commission Secretariat

[1] The manual is available here: https://www.mrcmekong.org/procurement-notices/

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.

d. **Cancelation:** The MRCS reserves the right to cancel this Request for Proposal at any time.

2. Procurement package

The RFP consists of a single package.

3. Clarification

Request for clarifications should be made in writing and sent to the Procurement Unit at procurement@mrcmekong.org .

The request for clarifications should be submitted no later than seven (7) days prior to the tender submission deadline.

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

4. 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.

5. Proposal Currency

All prices shall be quoted in US dollars.

6. Period of Validity of Proposals

Proposal shall remain valid for **1 year** after the date of Proposal submission prescribed by the MRC.

7. Submission of Proposals

7.1 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 RFP25-010: Travel Management Services for the Mekong River Commission Secretariat".**

- 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.

7.2 Deadline for Submission of Proposals

The deadline for submission of the bids is **no later than 15:00** local time on **17 November 2026.**

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.

7.3 Confirmation of Participation

The company who is willing to submit their proposal should confirm by email to the MRCS procurement unit at least 7 days before the deadline for submission of proposals.

8. Late Proposals

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

9. Criteria for Selection.

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

a. Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per the criteria below on a **Pass/Fail basis**.

Bidders not meeting the following criteria will not be evaluated further.

Subject	Criteria	Required Document
Legal Status	• The bidder must be **a legally registered firm.** • IATA Accreditation Certificate	Copy of the legal business registration and certificate document
Bid Validity	**1 year**	Form **Tech-1 of Section V:** Technical Proposal Submission Form **must be signed by the authorized person with date.** Note: The technical and Financial Proposals must be submitted in separate envelopes.
Mandatory Documents	Confirmation of submission of technical and financial proposals	

	Complete with respect to minimum documentary requirements including proper signature and date.	**Form Section VII**: Supplier Declaration

b. 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.

c. 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:

Sf = 100 x Fm / F, in which Sf is the financial score, F is the lowest price, and F is the price of the proposal under consideration.

d. 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, it may be rejected as non-responsive.

SECTION III
Terms of Reference

Travel Management Services for the Mekong River Commission Secretariat in Vientiane

A. Service Summary

Title:	**Travel Management Services for the Mekong River Commission Secretariat in Vientiane**
Consultancy Type:	Service Firm
Reporting to:	Director of the Administration Division
Duration:	One-year contract (with possible extension for up to two years, maximum 3 years)
Starting date:	January 2027
Duty Station:	MRC Secretariat (HQs), Vientiane, Lao PDR

B. Background

The Mekong River Commission (MRC) was established by 1995 Mekong Agreement between the governments of Cambodia, Laos, Thailand and Vietnam. The role of the MRC is to co-ordinate and promote co-operation in all fields of sustainable development, utilization, management and conservation of the water related resources of the Mekong River Basin. The mission of the 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.

The MRC Secretariat is the operational arm of the MRC. It provides technical and administrative services to the Joint Committee and the Council to achieve the MRC's mission.

The JC Preparatory meeting for 22nd MRC Council, paragraph 64, the meeting supported the decision to have only one office in the future and suggested that the specific location should be further discussed. After consulting and working with JC members by communication official letters and reference to the official letter from MRCS sent to TNMC JC Chair on 19 September 2016 to have one Headquarter (HQ) of the MRC Secretariat in Vientiane.

In order to achieve cost efficiency from economies of scale while ensuring outstanding quality of service, the Office of the MRC Secretariat intends to enter into contracts with **one Travel Agent** to serve the travel needs and service requirement of MRCS.

TRAVEL, as referred to in this Terms of Reference (TOR), shall apply to all international and domestic movements or journey in both offices of MRC staff from one place to another for official business purposes. These official purposes include, but may not be limited, to the following:

1. Official missions, meetings and various national and international events;
2. Interviews of applications/ candidates for employment;
3. Appointment and repatriation of staff, family members and consultants
4. Home leaves, emergency travels.

The travel agents are expected to provide full and comprehensive travel management services to HQ and RFMMC with full service.

C. Project description:

In view of the foregoing, the MRC is therefore hereby undertaking a solicitation of bid proposals from travel agents who are interested to provide various travel services regularly required by the MRCS offices. The successful bidders shall be identified thereafter, upon satisfactory evaluation of relevant past performance.

Upon entering into a contract with MRCS, the successful travel agent in Vientiane shall appoint a Travel Assistant attached to the Administration Division on behalf of the MRCS.

The contract shall not impose a minimum guarantee on volume sales on the part of the MRCS. The contract will cover the provision of travel management and related services hereafter referred to as "Travel Management Services". Travel Management services shall include, but not be limited to: airline ticketing and airport transfer, hotel reservations, and related services (visa services, airport pick-up, travel insurance, hotel accommodations, car rental arrangements, and ticket delivery) for travel plans and preparation of suitable itineraries (including alternative routings, departures and arrivals) at the lowest cost for staff member and/or their dependents (for purpose of official and non-official travels) and consultants, government officials and participants attending meetings or on official business for the MRCS.

D. Qualifications of the successful vendor:

The Travel Agents shall have its office in Vientiane, all the necessary equipment and facilities, and shall employ a sufficient number if experienced and professionally trained travel experts and staff to handle minimum requirements of the MRCS system. The successful Travel Agents who will be contracted to serve the needs of the MRCS system shall have the following minimum qualification:

- Maintains a good task record in serving international organizations and embassies;
- Accredited by Consular Offices and Embassies, Vientiane International Airport Sales Agent for international airlines
- Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- Employees who are proficient in written and spoken English; service minded, have good communication skills, goof personality, ticket certificate
- Capable of deploying motorized messenger

- Willing and able to guarantee the delivery of services to both offices in accordance with the performance standards required.
- Company Profile, which should not exceed fifteen pages, including history of the entity, key personnel, highlights of services provided in the past, and certificate of incorporation verifying legal status/capacity;
- List of major clients with contact information with reference letters from minimum two clients, that the agent has had business with;
- Financial documents (audited/certified financial statements or equivalent) for the last two years (in 2023 & 2024).
- Copy of Company and staff IATA accreditation certificate or confirmation document that company is in the process of IATA accreditation if available;
- CV of all personnel, as required under Minimum Required Personnel, highlighting their experience, as relevant to the TOR requirements.
- Reference letter from IATA Member Airlines - if available
- List of IATA-approved ticketing system (Global Distribution System – GDS) used/licensed to the Vendor including documentary evidence. – if available
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country

E. Services required by MRC:

The successful vendors shall provide full, prompt, accurate and expert international travel products and services to officers/staff of the MRC system, their dependents and other travellers authorized/accredited under the MRC system, in accordance with the MRC policies, procedures and guidelines. The products and services required by the MRCS shall basically include, but not be limited to, the following:

1. General

The Travel Agents should provide travel services from 8:00 am to 4:30 pm during working days. In addition the Travel Agents shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where an emergency travel service is required one of the travel agent's employees shall always be reachable by phone and available to provide service to the MRCS. The contact phone number and email address will be given on an answering machine;

The official travel requirements shall be accorded the highest priority and, therefore, the travel agent shall ensure that servicing non-MRC does not delay, impede or frustrate the travel agents timely and effective processing of MRC official travel;

Much of the official travel must be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. Furthermore, in carrying out its diverse worldwide operations, the MRC need not only to arrange of travel of

its Vientiane based staff, but also for the travel of new staff, participants in meetings, and staff other parts of the world.

2. Reservation and ticketing

Upon receipt of advice from a designated Travel Assistant, the travel agent shall immediately make bookings and prepare appropriate, all confirmed if possible, itineraries and formal quotations based on the most economical fare and the most direct and convenient routing;

In the event that required travel arrangements can not be confirmed, the travel agent shall notify the requesting party of the problem and present three alternative routing/quotations for the traveller's consideration;

For wait-listed booking, the travel agent shall provide regular feedback on status of flight and continuously endeavor to secure confirmation;

The travel agent shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline and hotel reservations on all segments of the journey;

The travel agent shall accurately advise the relevant MRCS of ticketing deadline and other relevant information every time reservations are made, in order to avoid cancellations of bookings;

The travel agent shall reconfirm and revalidate airline tickets, reissue tickets which are returned as a result of changed routing or fare structures;

The travel agent shall be given complete copies of the various MRC travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official travel;

The travel agent shall provide all official travellers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the travel agent can offer these services. The travel agent is expected to expand these services, as they become available on additional carriers.

3. Other services

The travel agent:

- Shall provide travellers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas; visa requirements, immigration clearance, foreign exchange control regulation and other government restrictions.
- Shall indicate ant special features, programmes, or services that would be beneficial to the MRC and its travellers (e.g. lost baggage follow-up, preferred seating

arrangements, special meal request, travel insurance premiums depending on length of travels and limit of indemnity).

- Shall provide support for MRC meetings and workshops in regards to flight reconfirmation, reservations and or change of the reservations during the course of the meeting may be requested.
- May be required to liaise with the airlines to provide free or discounted accommodation for any traveller who is required wait in transit for unreasonably long waiting hours (e.g. more than five hours).
- Shall provide the service of the hotel booking in other countries, transportation, visa services and others as required
- Shall provide a summary of ticket payment and coordinate with the MRC Travel Assistant to settle the payment

4. Travel documentation

The travel agent shall ensure that all traveling staff has complete travel documents required for their journeys, sufficiently before departure;

5. Airfare and airline routing/itineraries

The travel agent shall propose fares and airline routing, and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economical routing;

MRC reserves the right to purchase the air ticket from other travel agents if there are proofs that the other agencies can supply the same type of air tickets and services with lower costs.

The travel agent shall ensure that tickets issued are in accordance with entitlements as per MRCS standard travel policies, and as may be prescribed in the travel authorization;
The travel agent shall assist, upon the MRC request, the MRC Travel Assistant in OSV or Admin Assistant in OSP in negotiating with airlines on preferred carrier fares for the MRC system, (and if successful, load such fares in travel agent's computerized reservation system for use in auto-ticketing);

Advise the MRC on Market practices and trends that could result in further savings for the MRC, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.

6. Travel information/advisories

The travel agent:

- Shall inform travellers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-over, hidden stops, and other possible inconveniences of the itinerary;

- Shall provide travellers with online, offline relevant information on official destinations (e.g. airport transfer/land transportation facilities, local point of interest, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.);

- Shall endeavour to notify travellers of airport closures delayed or cancelled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travellers, sufficiently before departure time; and quick reference for requested destination.

7. Flight cancellations/rebooking and refunds

The travel agent :

- Shall process duly authorized flight changes and cancellations when and as required and taking care that in such cases, cancellation fees and charges imposed by the airlines are avoided;
- Shall immediately process airline refunds for cancelled travel requirements and un-utilized pre-paid tickets, and credit these to the MRC as expeditiously as possible;
- In case of flight delay the travel agent shall provide alternative solution such as rebook the next flight or transfer to nearby airports.
- Shall refund tickets to the MRC and not the individual traveller. Under no circumstances should ticket proceeds be refunded to the traveller;
- Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agent.

8. Management reporting system

The travel agent shall submit to the MRC the following reports and documents at any time upon request by the MRC;

Daily, weekly, or monthly production statistics with comparative figures if applicable (month to month, year on year);

Monthly carrier-route-fare analysis and volume of business figures;

Changes and updates on airline rates, promotions, policy changes, etc. immediately upon the travel agent's receipt of the advice;

Saving achieved from the carrier's lowest available "Y" fare and "ticket refund" status.

9. Traveller's profiles

The travel agent shall maintain computerized profiles of all frequent travellers, as designated or defined from time to time by the MRC, setting forth the travellers' preferences regarding airlines, hotels. Seating and meal requirement, passport and credit card information, and such other information as is useful to facilitate such travellers travel arrangement.

10. Ticket delivery

The travel agent shall deliver tickets, based upon proper authority from the MRC in case of official travel.

Delivery of airline tickets preferably within twenty-four hours (24 hours for PTA ticket) of receipt of the staff Travel Authorizations (TA), or earlier depending on need and seat assignment on flights and issuance of boarding passes, where possible. Price and itinerary of long haul flight shall be submitted for approval prior to the issuance of the air ticket within 72 hours from the date of information.

Reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers and hotels

Timely notification to travellers of airport closing, cancellations or delays in flights, trains, buses and obtain any reimbursement which may be due on account of cancelled or reissued reservation and/or tickets.

11. Service standards

The travel agent provides the Secretariat with all required computer equipment to support the computerized reservation system software sufficiently for the performance of the service under the agreement.

The MRC provides a three month trial period of internet connection starting from the date of service commencement. The parties will review the actual usages during this period and finalize the agreed condition before the end of the trial period.

The MRC provides free local telephone calls for all business contacts under this Agreement to the travel agent main office. Calls to other area codes will be upon prior approval by the MRC on a case by case basis.

The travel management services, as may be requested by the MRC or any of its Associated Agencies provided by the travel agent shall include:

Onward air fare, rail and ground transportation; whenever possible, discount rates public carriers on a world-wide basis;

Investigation on any complaints from travellers and follow up the recovery of lost baggage.

The travel agent shall be equipped with a fully automated accounting system interfaced with the computerized reservation system with the MRC's requirements.

The qualifications and experience of any staff whom the travel agent may assign to perform the travel management services hereunder shall be the same, or better, as those specified in the travel agent proposal and shall be approved and accepted by the staff. The travel agent shall provide the staff with the home address and 24/7 emergency telephone number of one key personnel among its staff to assist the MRC during emergencies outside of the normal business hours.

The travel agent shall neither seek nor accept instruction from any authority external to the MRC or the associated agencies in connection with the performance of this agreement. The

travel agencies and shall fulfil its commitments with the fullest regard for the interests of the MRC and the associated agencies.

The MRC will submit to the travel agent a Travel Authorization indication the maximum entitlement (mode and class) permitted to traveller for such travel. All TA shall be in writing, signed by an Authorized Representative. The MRC shall not be responsible for any travel management services undertaken by the travel agent without such TA.

It is required that the travel agent provides the office in the MRC premises, the MRC then provide suitable office space in accordance with the conditions for use of office space, to the travel agent for the sole purpose of performing its obligations under this agreement. In full consideration for the office space and the services provided by the MRC the total amount of rent shall be zero, no utilities cost will be charged to the travel agent.

The travel agent shall retain all standard and override commissions earned on the sale of air transportation except as provided hereunder, such commissions except as provided hereunder, shall constitute the sole compensation for the travel management services provided under this agreement.

The MRC shall be responsible for payment of airline ticket and associated expenses as may be expressly provided in the TA, together with any charge incurred and for which the Employer is responsible. The contractor shall, however, use its best efforts to minimize the imposition of charge and penalties.

The Travel Unit is required to summarize and consolidate all invoices on a monthly basis and submit them to the Administrative Unit for payment processing.

Special Service

- The travel agent support MRC travelers at Wattay International Airport for Emergency issue: Problem with Check - In Immediately issue new ticket ...etc
- 3-5 yrs. Experiences on site travel services (outsource service) provide info on similar type of services.
- Provide 5-10 years of experience for a Travel Consultant to be on-site (CV of staff must certify two IATA certifications to assist with on-site rotation support.)
- Minimum cash flow on bank account to support MRC account (1 M USD) based on travel amount.
- Be able to provide instant train tickets service
- 24-Hour Hotline Available.
- O.T.A Service.

12. Supplier relations

The travel agent shall not favour any particular carrier when making reservations and shall maintain excellent relations with all carriers for the benefit of the MRC. The travel agent shall undertake to provide contact between the MRC Travel Assistant or Admin Assistant and, inter alia, airports, airlines, hotels and shall when required arrange for meeting between the MRC and such entities for the benefit of the MRC.

13. Performance Evaluation and Review

The travel shall meet periodically with the MRC to discuss issues of mutual concern, to review the Travel Agent's performance and to discuss improvements which the travel agent or the MRC should make in order to achieve more effective travel management and greater savings. The travel agent shall arrange meetings twice a year to discuss travel updates and other travel matters with the MRC. The travel agent shall make the MRC aware immediately of major industry changes. Which have a broad impact on its travel policy or procedures

MRC shall have the right to perform pre or post travel audits, through an independent auditor, in order to assess the selected Travel Agent compliance with the lowest cost fare. In the event that the Travel Agent has not obtained the lowest cost fare, the Travel Agent shall refund to MRC the difference between the price paid by MRC and the price of the lowest cost fare which was available.

14. Travel Agent's quality control

The travel agent shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the MRC. These procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the MRC. The MRC shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the travel agent's narrative report required.

The MRC shall reserve the right to conduct their own quality control surveys among frequent travellers.

The travel agent warrants that the personnel assigned to handle the MRC travel arrangements shall have a strong travel experience and shall constantly be trained to be kept up to date.

15. Personnel requirements

The travel agent shall assign adequate personnel to service satisfactorily the volume of work and to fulfil its obligations under the contract with the MRC. In general the travel agent shall assign the relevant personnel according to their experience in the travel industry, technical know-how, proficiency in English, and reliability.

The travel agent's employees shall perform their function in a highly efficient and professional manner.

16. Duration

The contract shall commence as soon as possible for a period of 12 months with possible extension, unless terminated earlier.

Notwithstanding the preceding paragraph, the MRC reserves the right to terminate the contract at any time.

F. Performance standards and service level guarantee:

Maximum transaction processing times will be established and agreed with the contracted travel agent and included in the final contract.

G. Compensation scheme:

The successful bidder shall charge the MRC a percentage per travel transaction, in addition to the price offered by the airline. Please indicate the percentage per travel transaction or any flat rates that your company charges.

H. Qualification of Service Provider

i) Administrative/Technical capacity requirements:

- Company Legal registration in Lao PDR and least 5 years experiences
- Travel Agent should have registered office and all required facilities and equipment in Vientiane Capital
- Valid IATA accreditation and possess appropriate licenses and software required for processing travel reservations and ticket issuance if any
- Minimum 3 years of experience in corporate specialization in Travel Management Services supported with legal document
- Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations
- Maintains facilities of on-line booking I airline reservations (i.e. Amadeus, or World Span), international ticketing and ticket printing facilities
- Employs competent and experienced travel consultants. especially in ticketing and fare computations, as evidenced by their track record in their Curriculum-Vitae
- Note: MRCS reserves the right to conduct reference checks with one or more of the listed clients of the Vendor

ii) Financial l capacity requirements:

- **Audited Financial Statement** (Income Statement and Balance Sheet) duly certified by a Public Accountant for last two years;
- Provide maximum credit amount for ticketing to MRCS or other Agencies;
- Provide a bank statement of the company's current operating account/s and able to guarantee the delivery of products and services in accordance with performance standards required under of this TOR.

iii) Personnel capacity requirement:

The successful travel agency shall be required to devote at least three (3) personnel with the following minimum qualifications:

1. Senior Travel Manager:

- At least Bachelor's degree
- Minimum three (3) years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- Has adequate authority to make decisions for the timely resolution of problems;
- 24 hours a day access of emergency service and necessary delivery of tickets as

required by MRC
- Communication in English and Lao

2. Senior Accountant
- Has a Bachelor's degree
- Experience in Travel Industry (2 years min)
- Experience in accounting 2 years

3. Travel Counsellors (min two persons)
- Have High School diploma or college
- Minimum of two (2) years corporate travel experience
- Communication in English and Lao

Technical Evaluation Criteria

No	Criteria
1	**Organization and methodology**
1.1	Company Profile including history of the entity, key personnel, highlights of services provided in the past, and certificate of incorporation verifying legal status/capacity.
1.2	List of major clients with contact information with reference letters from minimum two clients, that the agent has had business with;
1.3	Company Legal registration in Lao PDR and at least 5 years experiences; Travel Agent should have registered office and all required facilities and equipment in Vientiane Capital; Copy company registration
1.4	Valid IATA accreditation and possess appropriate licenses and software required for processing travel reservations and ticket issuance if any
2	**Financial/capacity requirements**
2.1	Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant for last two years (2024 & 2025)
2.2	Provide maximum credit amount for ticketing to MRCS or other Agencies.
2.3	Provide a letter from the bank about of good financial standing and indication of available cash on the company's operating account/s
3	**Key personnel**
3.1	**Senior Travel Manager**
3.1.1	At least minimum requirement Bachelor's degree
3.1.2	Minimum three (3) years of practical experience in the management of travel services
3.1.3	Communication in English and Lao
3.2	**Senior Accountant**
3.2.1	Staffs should have a minimum of "basic fare and ticketing" certified by IATA
3.2.2	Experience in Travel Industry (2 years min) Experience in accounting 2 years
3.2.3	Communication in English and Lao
3.3	**Travel Counsellors (minimum two years)**
3.3.1	At least minimum requirement High school diploma or college
3.3.2	Minimum of two (2) years corporate travel experience

3.3.3	Communication in English and Lao

SECTION IV

TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria

No	Criteria	Max. Score
1	**Organization and methodology**	**30**
1.1	Company Profile including history of the entity, key personnel, highlights of services provided in the past, and certificate of incorporation verifying legal status/capacity.	10
1.2	List of major clients with contact information with reference letters from minimum two clients, that the agent has had business with;	5
1.3	Company Legal registration in Lao PDR and at least 5 years experiences; Travel Agent should have registered office and all required facilities and equipment in Vientiane Capital; Copy company registration	10
1.4	Valid IATA accreditation and possess appropriate licenses and software required for processing travel reservations and ticket issuance if any	5
2	**Financial/capacity requirements**	**20**
2.1	Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant for last two years (2024 & 2025)	5
2.2	Provide maximum credit amount for ticketing to MRCS or other Agencies.	10
2.3	Provide a bank statement of the company's current operating account/s	5
3	**Key personnel**	**50**
3.1	**Senior Travel Manager**	
3.1.1	At least minimum requirement Bachelor's degree	5
3.1.2	Minimum three (3) years of practical experience in the management of travel services	5
3.1.3	Communication in English and Lao	5
3.2	**Senior Accountant**	
3.2.1	Staffs should have a minimum of "basic fare and ticketing" certified by IATA	10
3.2.2	Experience in Travel Industry (2 years min) Experience in accounting 2 years	5
3.2.3	Communication in English and Lao	5
3.3	**Travel Counsellors (minimum two years)**	
3.3.1	At least minimum requirement High school diploma or college	5
3.3.2	Minimum of two (2) years corporate travel experience	5
3.3.3	Communication in English and Lao	5

	TOTAL TECHNICAL SCORE	**100**

Note:

Technical proposals which are evaluated at or above 70/100 points will be considered as qualified proposal and be selected for further consideration. The financial proposals of these qualified technical proposals will then be evaluated at a maximum scale of 30/100points and be added together with qualified technical points identifying the most suitable proposal.

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 Khanophet, AD 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 of 1 year, 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, AD Director

Subject: ***RFP No. 25-010***

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 Khanophet, AD 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 or are to be paid by us to agents relating to this Proposal and Contract execution.

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

Yours sincerely,
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-

FORM FIN-2 BREAKDOWN OF COSTS

No	Ticketing Based Charges and Other Service and Transaction Fees	*Weightage or each service A*	Fixed Service Fee Per transaction *(USD) B*
1	Domestic flight	1%	
2	International point-to-point flight (to Cambodia) VTE-PNP-VTE	7%	
3	International point-to-point flight (to Bangkok) VTE-BKK-VTE	4%	
4	International point-to-point flight (to Hanoi) VTE-Hanoi-VTE	2%	
5	International point-to-point flight (to Ho Chi Minh) VTE-Ho Chi Minh-VTE	1%	
6	International multipoint flights (to other destinations)	47%	
7	Inbound air ticket From any countries to VTE	38%	

Note:

- MRCS require the service provider to nominate a Travel Consultant to be on - site at MRCS and reporting. The bidders may consider the cost when completing column B of the above table.
- Bidders are required to indicate whether their proposed service prices will **remain three-year period**.

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

SECTION VII
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.

<table>
<tr><td>Full Name of Individual/Entity:</td><td colspan="2"></td></tr>
<tr><td>Current Business Natures</td><td>☐ Water Resource Management (WRM) and Development Services
☐ Consultancy services including Research on WRM
☐ Training Services
☐ Communication, PR, Advertisement</td><td>☐ Research Institution or Development Studies
☐ Freelancer/general consultancy
☐ Others (please specify):</td></tr>
<tr><td>Key Detail of the Current Business:</td><td colspan="2"></td></tr>
<tr><td colspan="2">Business Structure (if applicable):
☐ Partnership
☐ Join Venture
☐ Limited Liability
☐ Company Corporation
☐ None of the above</td><td>Business Type:
☐ For Profit
☐ Non-Profit (NGO)
☐ Public Entity
☐ Community Based Organization (CBO)
☐ Private business</td></tr>
<tr><td rowspan="4">Registration or Formation of business (if applicable):</td><td colspan="2">Country/State:</td></tr>
<tr><td colspan="2">Time of registration (date/month/year):</td></tr>
<tr><td colspan="2">Percentage of Ownership:</td></tr>
<tr><td colspan="2">Business license number:</td></tr>
<tr><td colspan="3">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</td></tr>
</table>

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 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:*		

SECTION VIII
VERIFICATIONMATRIX

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 IX

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT

(Lump sum contract)

 # [*Insert Contract Number/Current Year*]

Travel Management Services for Mekong River Commission Secretariat in Vientiane

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 **Travel Management Services for Mekong River Commission Secretariat in Vientiane, Lao PDR** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. <u>Contract Documents</u>

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-are 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

[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.

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

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

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 arbitrage 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.

22. Packing and Documents

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final

destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's

reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated 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

ANNEX III

TERMS OF REFERENCE (TOR)

ANNEX IV

FINANCIAL PROPOSAL