



Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
No. RFP22-001

**Consultancy Services for Implementation Pilot Projects for Mekong Water Infrastructure
Operations**

Vientiane, Lao PDR. 5 May 2022

SECTION I

INVITATION FOR PROPOSALS

Consultancy services for Implementation Pilot Projects for Mekong Water Infrastructure Operations.

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed Proposals from eligible Consultants for the consultancy services called “Consultancy services for Implementation Pilot Projects for Mekong Water Infrastructure Operations” in accordance with the terms and conditions mentioned in the Request for Proposal.

A firm will be selected under the Quality and Costs Based Selection (QCBS) and procedures described in this RFP, following the Mekong River Commission (MRC) regulations, detailed in the MRC’s Procurement Manual which can be found at: <http://www.mrcmekong.org/working-with-mrc/tenders/>.

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

Section I	Invitation for Proposals
Section II	Instructions to Bidders
Section III	Terms of Reference
Section IV	Evaluation Criteria
Section V	Technical Proposal Forms
Section VI	Financial Proposal Forms
Section VII	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 MRC Procurement Unit not later than **14 June 2022 at 3:00 PM local time** by courier or e-mail to:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

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

Sikhottabong District, Vientiane 01000, Lao PDR.

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

Email: procurement@mrcmekong.org

And please inform us upon the receipt of this letter of invitation (or announcement) your/your firm's intention for the bid and submit the detailed proposals to the address stated above by the stated deadline.

Yours Faithfully,

Tran Minh Khoi

Director Administration Division

Mekong River Commission Secretariat

Vientiane, Lao PDR

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.

Deadline for requests for clarifications is **7** days before the deadline for submission of the tender bids.

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

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 the English language. 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 Currencies.

All prices shall be quoted in US dollars.

6. Period of Validity of Proposals

Proposals shall remain valid for 120 days 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: RFP No. 2022-001 Consultancy Services for Implementation Pilot Projects for Mekong Water Infrastructure Operations; DO NOT OPEN BEFORE 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 proposal by email. Bidders who intend to submit electronic proposals must follow the following submission instructions:

- Bidders can submit a proposal by email. The proposal shall be separated in two files: one for technical proposal and one for financial proposal.
- The file for the financial proposal shall be protected by a password which shall be kept with the bidders. If the company passed the technical requirement threshold MRC would then request the password to open the financial proposal file. However, if the company loses the password or in case the file could not be opened the MRC would not assume responsibility.
- The file shall be in the form of MS word or MS excel (MS Office 2007 at least) or PDF version 7.
- Please send the electronic proposal to procurement@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 10MB. Bidders may need to split proposals into parts to fit this limit.
- Please note that the proposal must be arrive in the aforementioned mail box before the submission deadline
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7.2 Deadline for Submission of Proposals

The deadline for submission of the bids is **14 June 2022 at 3:00 PM** local time.

[PR22-051 RFP22-001 Consultant Firm](#)

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 fax/email to 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).

- Evaluation of Technical Proposal:

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

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

- Evaluation of Financial Proposal:

Proposals that exceed the indicated budget shall be rejected before any further evaluation.

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

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

- 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.
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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.

10. 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.

11. Rejection of proposals

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

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

SECTION III

TERMS OF REFERENCE

1 CONSULTANCY SUMMARY

Title	Consultant Firm or team to Implement Pilot Projects for Mekong Water Infrastructure Operations
Consultancy/Staff Type	Special Service Agreement
Division	Planning Division
Duration	Total of 90 working days ¹ for the team, from 01 June 2022 to 31 December 2023
Duty Station	Home based with travel to MRC Secretariat and its Member Countries as required
Reporting to	Director of Planning Division
Expected Deliverablesⁱⁱⁱ	<p>Facilitation and implementation of two pilot projects covering <i>Development of Coordinated water infrastructure operation mechanisms for multiple benefits including gender and vulnerability sensitive disaster mitigation and management</i></p> <p>a) Pilot#1: Cooperation mechanisms for data and information sharing for existing dams (Integrated operational water infrastructure data available on MRC data portal)</p> <ul style="list-style-type: none">i) Gap analysis on operational data for water infrastructureii) Operational dashboard of key water infrastructure operational information on MRC Portaliii) Report on lessons learned from implementation of process for collection and review of information and actions to enhance process for ongoing operational coordination. <p>b) Pilot#2: Information sharing and communication mechanisms for water-related emergencies (Operational coordination and Emergency response in 3S basin during 2022/2023 Flood season)</p> <ul style="list-style-type: none">i) Documentation of existing processes for emergency management in 3S basin and role of MRC regarding water infrastructure operations and the operational information dashboard considered in Pilot Project #1.ii) Design and implementation of MRC processes, including using the operational dashboard (PP#1), to support existing national or regional emergency management.iii) Report (combined with PP#1) on a trial of the updated emergency management processes in a sub-basin of the 3S and lessons learned for future applications.

¹ There may be scope for limited expansion of this budget in 2023. Consultants should include in their submissions options to enhance their outputs and quantify any further budgetary requirements.

2. INTRODUCTION AND BACKGROUND

a) Basin Development Strategy (BDS 2021-2030) and Strategic Plan (SP 2021-2025)

i) Information sharing

The BDS 2021-2030 clearly draws out the importance of enhanced data collection and management particularly for transboundary operational management. The BDS emphasises the sharing of this information by regional water actors (e.g. MRCS, LMC Water Centre) for regional flood/drought forecasting and coordination of transboundary flow management, sediment management, management of hydropower cascades, and emergency situations in accordance with agreed procedures.

ii) Cascade Coordination and Management

The BDS also draws attention to the need for coordinated operational basin management. Specifically, the transboundary elements of:

- River flow management. Particularly related to maintaining the water supply-demand balance and management of sudden water level changes within acceptable bounds and communicated to affected countries and people.
- Sediment management. Centred around adaptively managing the transmission of sediment as the planned sediment management approaches are tested and operations altered;
- Management of emergencies. As above
- Design and management of hydropower cascades. To improve the benefits and lower the cost of the full utilization of the water resource in the basin and the safe passing of flood waves and flushed sediments through the cascades.

The BDS proposes a number of Outputs related to Cascade Operations which will require cross cutting scoping and management across the MRC Divisions. In addition, the BDS notes that transboundary coordination of these basin management operations will be researched and implemented by the MRC and MLC Water, with technical support from the MRCS and LMC Water Center under a recently agreed MoU. Key strategies and outcomes related to this work are set out below:

BDS Strategic Priority 4: Strengthen resilience against climate risks, extreme floods and droughts

BDS Outcome 4.1: Better informed and prepared basin communities against changing river conditions, and more frequent and severe floods and droughts

BDS Outcome 4.2: Better disaster management and adaptation to water resources development and climate risks

Output 4.2.1: Coordinated water infrastructure operations for multiple benefits including gender and vulnerability sensitive disaster mitigation and management

b) Sustainable Hydropower Development Strategy

The Sustainable Hydropower Development Strategy (SHDS) approved in 2021 focuses on how best to manage major economic, environmental and social considerations.

MRC studies and regional and international research recommend that basin-wide cooperation, integrated development planning, development and management is essential to achieve basin scale sustainable development and is critical for the Mekong Basin.

Building on prior technical work carried out by MRC at the regional level, the Sustainable Hydropower Development Strategy 2021 (SHDS 2021) sought to meet the following criteria:

- *Enhance transboundary benefits.* Enhancing benefits implies looking for opportunities to increase the range of services and the value of services offered by hydropower and by exploring multi-sector development options
- *Minimise adverse transboundary impacts.* Minimising adverse impacts implies adopting some form of mitigation measures. The MRC has previously established the guiding principles for mitigation as being *avoid, minimise and mitigate* “harmful effects” (Mekong Agreement Article 7) and cease substantial damage and to assume State Responsibility for substantial damage (Mekong Agreement Articles 7 & 8).

The SHDS has been developed in a thorough process involving national consultations, regional interactive planning workshops and stakeholder forums during 2017 to 2019. The broad involvement and participation of stakeholders seeks to ensure substantial support for further implementation of the strategy. Key strategy arising from this work:

Strategic Priority #2: Enhance Cooperation on processes for operational coordination and management of HP cascades

Outcome 2.1: Hydropower project information is shared with MRC for all notified mainstream and tributary projects

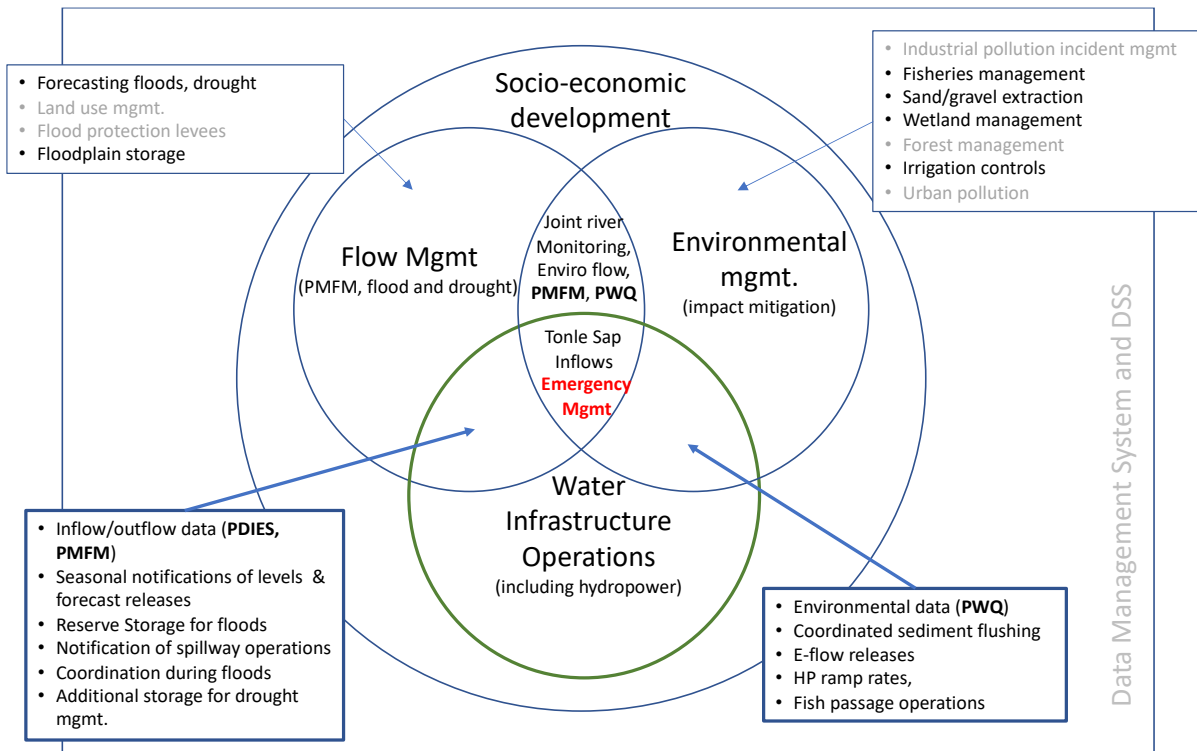
Outcome 2.2: Implementation of agreed LMB cascade operating rules ensures operational coordination, adverse impacts reduction and community safety.

Outcome 2.3: China and Myanmar exchange pertinent information with MRC on operational coordination and related scientific studies of hydropower to improve sustainability of UMB/LMB HP.

c) Report on experiences and opportunities for coordinated operating rules and cooperation arrangements on dam operations (Operational Opportunities Report)²

In 2021 MRCS has completed a report on the multiple opportunities arising from regionally coordinated water infrastructure operations. Operations aimed at Integrated Water Resources Management as depicted below is the key focus of these activities, finding opportunities where water infrastructure may provide enhanced benefits and reduced impacts for Mekong River Basin.

² Report on experiences and opportunities for coordinated operating rules and cooperation arrangements on dam operations (MRC, 2021)



NOTE: Topics that may fall outside the MRC mandate shown in grey

The range of opportunities detailed in the Report are set out in the matrix shown in Annex 1.

d) Pilot Projects

Member Countries have expressed a desire to urgently make progress towards practical coordination of water infrastructure operations. The above report therefore proposes two Pilot Projects that aim to deliver specific useful outputs that can assist coordinated operations. The scope of these two projects is shown below.

Scope Pilot#1: Cooperation mechanisms for data and information sharing for existing dams (Integrated operational water infrastructure data available on MRC data portal)

The matrix of opportunities (Annex 1) indicates the breadth of information sharing that is needed to manage the operational aspects within the Mekong. Sharing of information is a current feature of the cooperation between the LMB member countries. Increasingly information sharing with UMB/Lancang is improving in important areas of concern. Coordination around information sharing is a fundamental building block for all the further stages of cooperation, building trust and transparency around operations.

As noted in the matrix of opportunities, data will be required within different time frames. Hydropower data has been collected in an MRC hydropower database over the preceding 10 years to be used mainly in modelling of planning scenarios (e.g. BDP Scenario assessment) and assessment (e.g. the Council Study). This hydropower database therefore forms a starting point for the further expansion to include additional operational parameters needed for cascade and basin scale water infrastructure management.

The following areas should be covered in the Pilot#1:

- **Information Gap Analysis:** This Pilot Project #1 will focus primarily on that operational water infrastructure information, specifically on flow conditions, that is currently not available on MRC data systems highlighted through a detailed gap analysis. The nature of this water infrastructure operational information is set out in the “Coordination- Flow” column in the matrix of opportunities in Annex 1. The criteria to be considered in the gap analysis are also

elaborated in the Operational Opportunities Report including the location, parameters, timing, and quality of the information needed. The gap analysis is required to obtain an understanding of which information is:

- a) Already available from MRC data platforms
- b) Must be accessed through national platforms
- c) Needs to be procured from HP and other water infrastructure operators
- d) Requires the establishment of additional equipment or IT linkages at particular locations
- e) Etc

An example of the type of analysis that is proposed is shown below. These tables will be best set up in a suitable database and accessed through the MRC data portal.

NOTE: No additional monitoring equipment is proposed to be installed under this activity. If additional monitoring sites are needed and agreed between member countries, then these may be delivered under *SP Output 4.1.1 A core river monitoring network for the mainstream and remaining national river monitoring networks consolidated.*

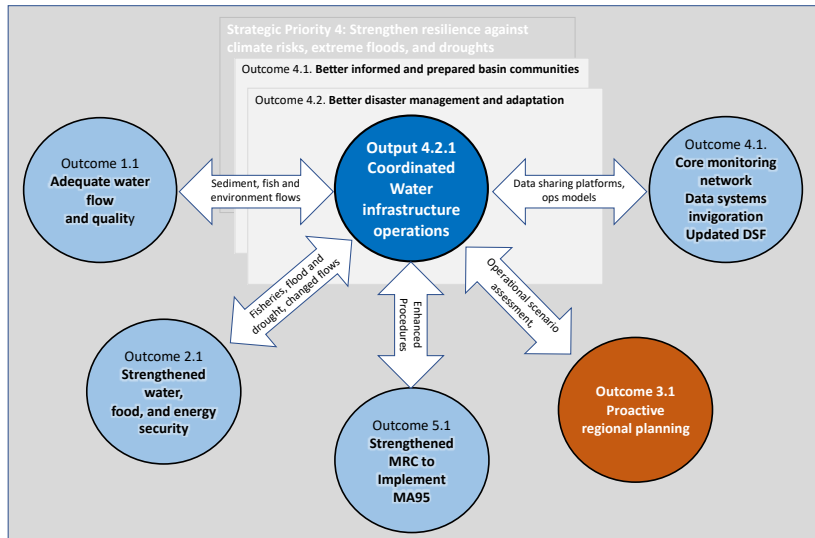
Example Layout of Gap Analysis for FLOW information requirements

	Required Information parameters	Available?	Source	Quality (1-5)	Frequency	IT Platform	New equipment needed?
River Basin Location A	Quality assured information on: <ul style="list-style-type: none"> - Hydrology: rainfall, river flows - storage level and releases - spillway gate operations - abstractions - day/week forecasts of above 						
	forecast of: <ul style="list-style-type: none"> - Abstractions (irrigation, HP diversions) - hydro generation/ releases - reservoir target levels/rules - e-flow releases - drought forecast - PMFM monitoring 						
	<ul style="list-style-type: none"> - plans for developments - water demand/supply projections - climate change assessments - hydrological data, analysis & research 						

- **Cooperation mechanisms for collection and dissemination:** The PP#1 will cover the processes by which the information is collected and disseminated both through MRC platforms and through nation platforms, hydropower stakeholders (e.g. HP

developers/operators) and civil society channels and the operationalization of these processes. This aspect of the Pilot will be done in collaboration with the team working on the MRC's "Data Invigoration Project" which will be providing updated information systems to support MRC Decision Support System (DSS). In addition, the MRC procedures (e.g. PDIES) will form a foundation for the sharing of this operational information. MRC has an activity under the Strategic Plan 2021-2025 that is aimed at investigating suitability of these procedures and relevant technical guidelines for near real-time information exchange between member countries. The cooperation mechanisms will be documented based on existing procedures and protocols and then trialed during the pilot.

- **Dashboard:** The intention is to bring this new information together with that currently available on the MRC and other platforms in a meaningful operational dashboard. This dashboard will be developed as part of this PP#1 will focus on Hydrology – Inflow / Outflow and will be then further enhanced over time with the additional of week ahead and seasonal forecasts provided by relevant stakeholders and an upgraded DSS. The dashboard will be a synthesis of information gathered from member countries, stakeholders and other relevant sources formulated in a manner that supports understanding of the current and forecast conditions in the Mekong at the selected pilot testing sites. The presentation of this information should be able to be disseminated and understandable to a range of stakeholders including vulnerable communities upstream and downstream of the cascades. Initially the dashboard will be focused on flow and water levels only and will source information from currently available locations. The information should be provided in a form that addresses the needs of stakeholders. For example, the dashboard may indicate forecast river level rises and falls in the next 12-48 hours at locations important to upstream and downstream infrastructure, and villages affected by hydropower operations. A prototype of the dashboard design will be discussed with member countries and stakeholders to ensure it is meeting relevant needs.
- **Stakeholder engagement:** Engagement of asset owners, line agencies, relevant dispatch centres, affected communities will be important. This will allow an understanding of their needs and also the most appropriate communication protocols. Discussions will be held with member countries to ascertain the most effective way to obtain this engagement in the current Covid environment.
- **Link to relevant BDS Activities:** As noted above, PP#1 will need to link closely to the other MRC initiatives that are currently underway to be sure that the information that is arriving through those initiatives will meet the needs (location, parameters, frequency, availability) of operational management of water infrastructure and feed into enhanced DSS analysis. Those linkages are set out in the Operational Opportunities Report. In particular, the necessary information technology platforms, databases and links to national data systems will be implemented under *SP Output 4.1.2 -Integrated data and information systems for more effective basin-wide data management and sharing.*



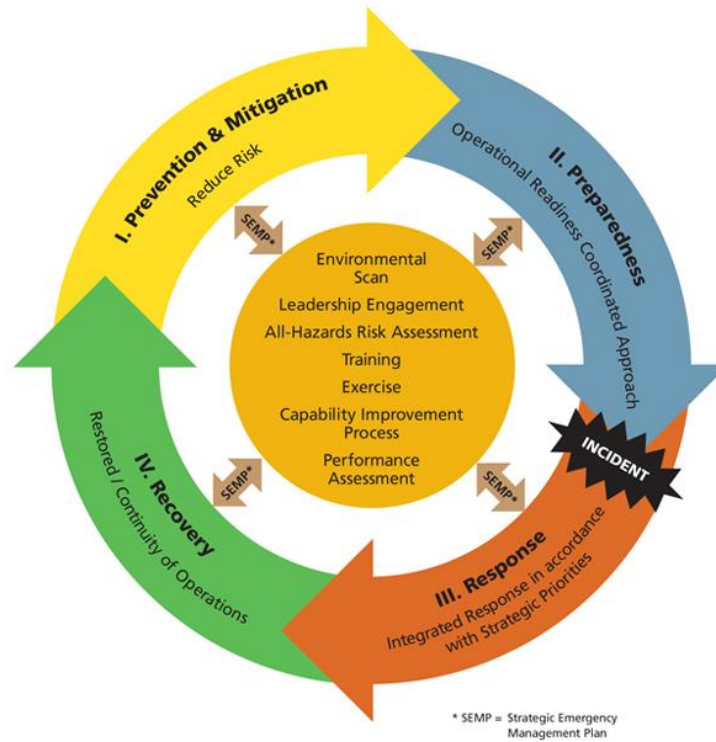
- **Priorities:** To achieve progress on the practical implementation of this work, the PP#1 will prioritize the key information that will meet the important requirements raised by member countries. At the Regional Consultation in June 2021, the MC clearly stated that emergency management (flood and drought) was to be the immediate focus.
- **Governance arrangements:** The governance and institutional arrangements that have been proposed in the Operational Opportunities Report will need to be further detailed and discussed with MC so that they may be trialed as part of both these pilot projects. This will be through a “learning by doing” process so that operational discussion can commence on the basis of sharing information as soon as possible.
- **Pilot implementation:** Processes to collect and disseminate information will be proposed and piloted under this activity in selected reaches of the Mekong Basin. This will be done in collaboration with the other MRC activities running in parallel with this work.

Regional Focus – Pilot #1: focuses on the mainstream hydropower at Xayaburi and Don Sahong. While these are clearly not currently operating in a cascade, the dashboards developed will provide valuable opportunity to test the concepts and cooperation mechanisms.

Scope Pilot#2: Information sharing and communication mechanisms for water-related emergencies (Operational coordination and Emergency response in 3S basin during 2022/2023 Flood season)

Management of floods through existing water infrastructure is aimed at reducing impacts on the infrastructure itself (i.e. dam safety) and ensuring that the water infrastructure operations do not affect the lives of communities downstream. Safe navigation must also be facilitated along the river. Involvement of water infrastructure operators through the full cycle of emergency management will facilitate preparedness and rapid response for future incidents. The figure below is a typical emergency response cycle. MC and stakeholders (e.g. HP Operators) may cooperate in all phases of this cycle.

Emergency Management Continuum³



Cooperation will be required for power station and spillway gate operation rules and notifications, thresholds for flood notifications, shared community notification mechanisms, national and transboundary coordination of operations, shared Emergency Preparedness Plans and Emergency Action Plans.

The Operational Opportunity Report acknowledges the national and regional emergency agencies and preparedness activities already in place across the region. In addition, the MRC has emergency processes for navigation related emergencies (e.g. cargo spills) and water quality events under the PWQ technical guidelines. The aim of this pilot project is to determine the role that the MRC may play in emergency management, particularly regarding transboundary water infrastructure operations. Processes to allow MRC to support these national and regional emergency management activities will be trialed using the information and processes derived in PP#1.

The proposed stages for PP#2 include:

- **Document existing processes:** In each of the three MC, relevant flood and emergency agencies already exist. In addition, there are regional emergency management agencies (e.g. ASEAN, GMS) that cover both water and many other emergency related matters. These existing processes should be documented to define the role that the MRC may play to assist these national processes particularly **focused on the role of MRC and water infrastructure in emergency management.**
- Review at high level relevant existing MRC emergency management process (e.g Navigation hazardous waste spill, PWQ Technical Guidelines.)
- **Link to regional agencies:** Contact will be made with relevant wider regional emergency response initiatives (e.g. ASEAN (AHA Centre), Asian Disaster Preparedness Centre, GMS) to familiarise the group with the role the MRC may play in the overall emergency management process.

³ https://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/mrgnc-mngmnt-pnnng/index-en.aspx#section_two

- **Review cooperation mechanisms for emergency management:** The MRC Planning Expert Group (or equivalent) convenes a (virtual) meeting held between these three MC key agencies and contact points (including perhaps the regional bodies) to a) review past experiences with flood and emergency management and specifically the role of water infrastructure operations and b) document required actions to close any gaps in information requirements and to c) improve communication channels.
- **Vulnerable communities:** Particular attention would be paid to the locations of vulnerable communities within the basin and how flood conditions are communicated to their representatives in order to take local actions to reduce risk. This may include the roles and responsibilities of water infrastructure operators in cooperation with national and regional bodies.
- **Pilot active MRC and water infrastructure operator role in emergency management governance:** Using available information sources including the dashboard derived in PP#1, the Planning Expert Group (PEG) will convene in an *ad hoc* fashion through the 2022 flood season (say for only one to two hours) to discuss basin river conditions, water infrastructure status and flood storage, spillway gate releases etc and to liaise with relevant national and regional emergency bodies on these river conditions.
- **Test procedures:** Consideration would be given to the potential for a “dry run” to test emergency procedures and communication channels between these relevant agencies contact points and the affected communities.
- **Link to regional agencies:** Contact will also be made with relevant wider regional emergency response initiatives (e.g. ASEAN (AHA Centre), Asian Disaster Preparedness Centre, GMS) to familiarise the group with the role those organisations may play in the “Emergency Management Continuum”.
- **Capture lessons learned:** Finally, after the flood season 2022, the group will convene to capture any lessons learned and document these for future action.

Regional Focus – Pilot Project #2

At the consultation meeting on 10 June 2021 and after further discussions held at the regional consultation on 13 December 2021 and the Joint Platform 2022 member countries agreed that the 3S basin would be a suitable test site for the Pilot#2. Three member countries (Lao PDR, Vietnam and Cambodia) have significant vested interest in this basin for hydropower, irrigation and fisheries resource management. In addition, flood and sediment management have been historical areas of concern.

In order to make the outputs for Pilot#2 achievable focus will be specifically on the Se San sub-basin which has a number of projects operating in a cascade.

All member countries will participate and be observers in this pilot to gather lessons learned.

3) OBJECTIVES OF THE CONSULTANCY

The objective of this consultancy is to:

- Work with MRCS, NMCS and National Line Agencies to facilitate the implementation of the above two Pilot Projects.
- Provide expert resources to support the MRCS in delivering the proposed outputs as outlined in section 4.
- Report on lessons learned from the two pilot projects and the opportunity to extend their scope into other Mekong sub-basins.

4) EXPECTED OUTPUTS

a) General

These two pilot projects will be completed together by the one team. The consultant should therefore, wherever possible, seek to combine similar steps to reduce duplication. Written are to be combined in one document including:

- i. Brief **inception report** confirming the consultant's interpretation of this ToR and their plan to deliver the required outputs.
- ii. Slides and interim documents required for consultations and Expert Group meetings as needed.
- iii. Final report on process followed, lessons learned and forward actions (for both PP).

b) Pilot Project #1 outputs

- i. Completion of a gap analysis of information needs versus available information, including indicating sources of relevant hydropower operational information.
- ii. Documentation and trial of cooperation mechanism to facilitate the sharing and the sourcing of required hydropower static and operational data.
- iii. A simple clear operational dashboard will be set up integrating these available data in a form useful for operators, government agencies and wider stakeholders
- iv. Consultation with stakeholders of processes, dashboard and dissemination plan including training as needed for relevant MRCS and national agencies.
- v. Solutions for relevant IT connections needed to collect the information based on relevant MRC and national systems
- vi. Documented preliminary governance arrangements tested and lessons learned
- vii. Pilot implementation of processes, dashboard and cooperation mechanisms.
- viii. Final report covering description of the implementation of the above steps and lessons learned from the trials together with actions to improve processes.

c) Pilot Project #2: Outputs

- i. Documentation of existing 3S basin emergency management processes at a high level including the role of national and regional agencies.
- ii. Define MRC and water infrastructure role in emergency management and actions to close gaps and improve.
- iii. Documentation and mapping of vulnerable communities and proposed role of MRC water infrastructure operations in assisting in national and regional emergency management.
- iv. Design and implement a trial of processes to implement MRC role in emergency management in a sub-basin of the 3S focused on the role of water infrastructure operations and note actions to close gaps and improve processes.
- v. Report on above process and lessons learned from Pilot #2 (combined with PP#1) including mapping of vulnerable communities in selected sub-basin.

5) DELIVERABLES AND TIMELINES

Project Plan for Pilot Projects #1

No.	Item	Collaborations and Additional Resources	Start/Finish date
1	Gap analysis	Consultant team, MRCS, National Consultants, JEM team, PNPCA Team, Flood and Drought team	Q2 2022 to Q3 2022
2	Identified cooperation mechanisms for collection and dissemination of data and information	Consultant team, MRCS, AWP HP Advisor, Flood and Drought team, Data invigoration team, Proactive Regional Planning Team	Q3 2022 to Q4 2022
3	Dashboard (incl consultation, training)	As above	Q4 2022 to Q2 2023
4	Preliminary governance arrangements	MRCS, MCs' line agencies	Q3 2022 to Q1 2023
5	Pilot implementation	As above plus IT consultant, DSS team	Q3 to Q1 2023
6	Report on lessons learned and actions needed to improve process for application across the Mekong basin. (Combined with PP#2)	Consultant team	Q4 2023

Project Plan for Pilot Projects #2

No.	Item	Collaborations and Additional Resources	Start/Finish date
1	Document existing emergency management procedures and agencies, gaps and improvements.	As above	Q2 2022 to Q3 2022
2	Mapping of vulnerable communities and emergency management process	As above	Q3 2022 to Q4 2022
3	Pilot Test process improvements	As above	Q3 to Q4 2023
4	Report on above process and lessons learned from Pilot #2 (combined with PP#1) including mapping of vulnerable communities in selected sub-basin.	As above	Q4 2023

6) REQUIRED TASKS AND RESPONSIBILITIES

- Review background documents including the BDS/SP, SHDS, PNPCA technical review reports from mainstream dams and Report on experiences and opportunities for coordinated operating rules and cooperation arrangement on dam operations;
- Liaise and scope the tasks for team and national consultants who will be appointed by the MRCS in liaison with NMCs.
- Plan and facilitate with MRCS the set-up and implementation of the pilot projects and related consultation.
- Carry out tasks to deliver deliverables as defined in section 5
- Support consultation with MRCS, relevant national agencies, developers/operators, stakeholders, via video link as needed.
- Prepare final draft of report to MRCS on lessons learned from the two pilot projects.

7) PAYMENT MODALITY

Payments will be made based on Lump Sum and Deliverable (Milestone) with the condition that the MRCS will satisfactorily accept all deliverables.

Note: Consultancy rate is defined by the MRCS consultancy rate policy and the level of consultancy. MRC is a tax-exempted agency for the work done for the MRC. Consultant, in case mission is required, will be covered with a return ticket to and from the assigned duty stations with a daily related subsistence allowance of 75% of the UN for the mission days.

Milestones	Payment proportion	Timeframe
Contract signing	10%	May/June 2022
Satisfactory delivery of key outputs shown in "Deliverables and Timelines" table (November 2022).	30%	November 2022
Satisfactory delivery of key outputs shown in "Deliverables and Timelines" table (June 2023).	30%	June 2023
Final draft of report to MRCS	20 %	November 2023

8) INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights - IPR: Information, data, database, knowledge resources in the forms of briefings, reports, proceedings, articles, essays, etc. issued by and for the MRCS will be the MRCS property.

Any utility, announcement and disclosure that are without MRCS highest levels of authority' permission is considered illegal and will be charged by relevant local and international legal procedures.

9) WORKING ARRANGEMENT

Reporting Line:	The consultant will report to the Director of MRCS Planning Division
Communication Line:	S/he will work closely with the Sustainable Hydropower Specialist, and relevant MRCS Divisions. with guidance from the Chief River Basin Planner
Work station:	Home-based with possibility for travel to MRCS, Lao PDR as well as MRC Member Countries

10) QUALIFICATIONS AND REQUIREMENTS

The consultant firm should propose a small team of **experts** that are able to cover the scope of the deliverables and the technical areas covered in water infrastructure operations namely:

- Flow management
- Sediment and environmental management
- Emergency management
- Hydropower operations
- MRC's Governance Arrangement

The firm should propose a **team leader** with suitable tertiary qualifications and strong knowledge of the above topics. The team leader would be the facilitator the pilot projects and be the key point of contact with the MRCS.

The team should have within it the following experience:

- Post graduate qualifications in the relevant field and at least 10 years professional experience including in sustainable hydropower operations and management.
- Proven capability to consult with diverse stakeholders across sectors and across national boundaries;
- An in depth understanding of sustainable hydropower practice, Integrated Water Resources Management (IWRM) and the impacts and opportunities associated with hydropower in large river basins;
- Substantial experience in the Mekong Region (or similar) on issues related to the power sector, sustainable development, environmental management and infrastructure assessment; and
- Proven experience in working with multi-disciplinary teams and leading studies of complex technical nature and excellent communication skills. Experience on MRC's governance arrangements will be an advantage.

11) Submission of technical and financial proposal and Selection

Requirements for submission of applications and also selection are in line with the regulation and process of the MRC Secretariat under procurement and employment. Firm and international consultants require to submit its technical and financial proposal to provide deliverables as mentioned in section 5.

12) SIGNATURE BLOCK

MRCS:

Full Name: Dr. Thim Ly

Title: OIC of Planning Division

Signature: _____

Date: _____

Incumbent's Full Name: _____

Incumbent's Signature: _____

Date: _____

Annex 1: Water Infrastructure Operations Opportunities

Scope	Opportunities for Operational cooperation		
	Coordination: Shared information to inform member states	Collaboration: Adapt operations and plans for regional benefit	Joint Action: Planning and investment for mutual benefits
Flow management	Real time, Daily, Weekly Quality assured information on: <ul style="list-style-type: none"> - Hydrology: rainfall, river flows - Storage level and releases/ramping rates - Spillway gate operations - Abstractions - Day/week forecasts of above 	Adapt operation of existing water infrastructure to: <ul style="list-style-type: none"> - assist management of floods and droughts where possible - Manage storage to improve efficiency of water use at tributary/basin level through adapted operating rule curves - Adapt operations to meet PMFM targets (including Tonle Sap Reverse flows) - Multi purpose use of storage: management of Irrigation, domestic and industrial abstraction 	Jointly investment in water infrastructure to manage <ul style="list-style-type: none"> - enhance reliability of dry season flows, mitigate floods - balance power generation with efficient water use - implement PMFM for regional benefits
	Seasonally forecast of: <ul style="list-style-type: none"> - Abstractions (irrigation, HP diversions) - Hydro generation/releases - Reservoir target levels/rules - Environmental flow releases - Drought forecast - PMFM monitoring 		

Opportunities for Operational cooperation			
Scope	Coordination: Shared information to inform member states	Collaboration: Adapt operations and plans for regional benefit	Joint Action: Planning and investment for mutual benefits
	Planning, Development and Management: <ul style="list-style-type: none"> - Plans for developments - Water demand/supply projections - Climate change assessments - Hydrological data, analysis & research 		
Sediment and environmental management:	Real time, Daily, Weekly <ul style="list-style-type: none"> - Notice of timing and quantity related to sediment flushing - Water quality (real time) - Changes to e-flow (Daily) - Fish passage operations (during migration season) 	Adaptive management of HP cascade operations to avoid minimise and mitigate harmful effects <ul style="list-style-type: none"> - Coordinated sediment flushing - Coordinated operation of fish passage - Consistent and coordinated environmental flow releases - Joint environment monitoring - Power station ramp rates (Reservoir and downstream) to avoid bank erosion environmental impacts - Joint studies (SEA, TbEIA etc) to facilitate improved environmental outcomes. 	Energy water nexus resolved through water infrastructure jointly developed to maximise regional net benefits: <ul style="list-style-type: none"> - Storage designed to facilitate Tonle Sap reverse flows for productive fishery
	Seasonal forecast: <ul style="list-style-type: none"> - Seasonal e-flow releases - Timing of sediment flushing - Ramp rates - Seasonal generation patterns (estimate) 		
	Planning, Development and Management: <ul style="list-style-type: none"> - Shared studies on efficacy of mitigation 		

Management of emergencies water quality and quantity Dam and community safety	Real time, daily, weekly: <ul style="list-style-type: none"> - Real-time river flows and rainfall - Daily/weekly water quality info - Emergency action comms. – contact points - Notification of spillway gate operations - Notification of Navigation lock operations 	As above for flow plus: <ul style="list-style-type: none"> - Shared real-time modelling of floods - Shared warning systems - Coordinated emergency plan and response - Joint governance at basin/regional - Adapt operations to relieve flow/WQ - Joint preparedness exercises – dry run - Post emergency review and lessons learned 	Joint Investment in satellite and terrestrial equipment to: <ul style="list-style-type: none"> - Predict/monitor floods and droughts - Model and share forecasts and emergency warnings - Joint systems and shared resources to manage emergencies (e.g. radio networks, aviation resources)
	Seasonally: <ul style="list-style-type: none"> - Shared emergency response plans- contacts, processes 		
	<ul style="list-style-type: none"> - Shared lessons from EAPs, - Post emergency review and lessons learned 		

Hydropower cascade operations	<p>Real time, daily, weekly: In addition to the above add:</p> <ul style="list-style-type: none"> - Details of “as-built” specifications of infrastructure (e.g. storage curves, spillway gate and power station capacities, etc) - Power station operational warnings, spillway gates, navigation ops, ramp rates, day and week ahead forecast flows - Navigation lock operations - Major Maintenance Schedule 	<p>Adapt operations to support all of the above as well as:</p> <ul style="list-style-type: none"> - Operating rules coordinate upstream and downstream hydro generation for mutual maximum net benefit - Hydro operation to support solar/wind and other renewables. 	<p>Joint Planning and Investment to support all of the above plus:</p> <ul style="list-style-type: none"> - “optimised⁴” regional hydropower design/operation through cascades for maximum output and minimum impact - Hydro design and operation, including pumped storage, to support other renewables low carbon energy including floating solar generation on hydropower dams.
	<p>Seasonally in addition to the above add:</p> <ul style="list-style-type: none"> - Operational storage rules curves - Forecast releases, storage - Seasonal flood capacity - Notification of drought storage 		

⁴ “Optimisation” in this report refers to balancing the needs of the basin to maximise benefits and minimise costs and impacts. This “optimisation” will increase in complexity and rigour over time as the available tools are developed for this purpose. Refer also the BDS Output 3.1.1 on “Proactive Regional Planning” which is aimed at this balancing of basin needs.

	Planning, Development and Management: <ul style="list-style-type: none">- Shared plans for future developments (time frame, specifications)- Supply and demand projections		
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SECTION IV

TECHNICAL EVALUATION CRITERIA

No	Criteria	Max. Score	Company			
			A	B	C	D
1	Organization and methodology	40				
1.1	Proposed methodology and approach based on the analysis of the TOR	10				
1.2	Workplan (timetable of outputs, activities & inputs by team members)	10				
1.3	More than 10 years of professional experience in relevant fields such as hydrology, sediment and environment management, and in sustainable hydropower operations and management	10				
1.4	An in depth understanding of sustainable hydropower practice in particular in Mekong region, and hydropower coordinated cascade operations in large river basins	10				
2	Quality of key personnel					
	A team leader and a small team of experts	60				
2.1	Post graduate degree in relevant fields, in particular hydrology, sustainable hydropower	10				
2.2	More than 10 years of professional experience in relevant field, including experience in sustainable hydropower operations and management	10				
2.3	Proven capability to consult with diverse stakeholders across sectors and across national boundaries	10				
2.4	Proven experience and capability in designing data platform (i.e. dashboard)	10				
2.5	Connected to a wide global network of opinion in the field of interest and good knowledge of the Mekong river basin and experience in the riparian countries is an advantage	5				
2.6	Proven experience in working with multi-disciplinary teams and leading studies of complex technical nature	5				
2.7	Excellent communication and writing skills in English	10				
	TOTAL TECHNICAL SCORE(*)	100				

Note:

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

SECTION V

TECHNICAL PROPOSAL FORMS

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Ladies and gentlemen,

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 STATEMENT OF AVAILABILITY

[Insert Consultant logo and paper heading]

STATEMENT OF AVAILABILITY

To: Mekong River Commission Secretariat
Procurement Office

Date: _____
Ref. No.: _____

Dear Mr. Tran Minh Khoi, Director Administration Division

Subject: *(Insert title of assignment)*

I (We), the undersigned

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

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

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

Signature and stamp: _____

Name on behalf of the Bidder: _____

Title: _____

Date: _____

SECTION VI

FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Ladies and gentlemen,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

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

FORM FIN-2 BREAKDOWN OF COSTS

No.	MRC BL	Description	Unit Price	Quantity	Total in USD
I	Remuneration (*)				
		Consultant			
Sub-Total (I)					
II	Other costs (if any)				
		Regional/International Airfares (Economy class)			
		DSA			
		Other expenses, including visa and land transportation			
Sub-Total (II)					
Grand Total (I+II)					

- (*) Fees must cover:

- (i) The remuneration actually paid to the concerned expert(s) per working day;
- (ii) Administrative costs of employing the expert(s);
- (iii) Service provider's overheads, profit and backstopping facilities.

Section VII

Supplier Declaration Form

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

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

Full Name of Individual/Entity:		
Current Business Natures	<input type="checkbox"/> Water Resource Management (WRM) and Development Services <input type="checkbox"/> Consultancy services including Research on WRM <input type="checkbox"/> Training Services <input type="checkbox"/> Communication, PR, Advertisement	<input type="checkbox"/> Research Institution or Development Studies <input type="checkbox"/> Freelancer/general consultancy <input type="checkbox"/> Others (please specify):
Key Detail of the Current Business:		
Business Structure (if applicable):	Business Type:	
<input type="checkbox"/> Partnership <input type="checkbox"/> Join Venture <input type="checkbox"/> Limited Liability <input type="checkbox"/> Company Corporation <input type="checkbox"/> None of the above	<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit (NGO) <input type="checkbox"/> Public Entity <input type="checkbox"/> Community Based Organisation (CBO) <input type="checkbox"/> Private business	
Registration or Formation of business (if applicable):	Country/State:	
	Time of registration (date/month/year):	
	Percentage of Ownership:	
	Business license number:	
The entity/person identified above, hereby declares and/or confirms that the entity/person:		
<ul style="list-style-type: none"> has not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings; is not in a situation of bankruptcy, liquidation, termination or suspension of business activities, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is subject to a procedure of the same kind; 		

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

Consent:	Agrees to the MRC rules for protection of personal data.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Agrees to the MRC publishing information regarding the bidder in accordance with its Procurement Manual.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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 <input type="checkbox"/>	No <input type="checkbox"/>
Signature and Date:	<i>I declare, on behalf of the entity or myself, that I have the power to represent the entity in making the declarations contained in this Supplier Declaration Form, that to the best of my knowledge the statements made in this Supplier Declaration Form are complete, true and correct and undertake to provide verification for any information that the MRC Secretariat may request:</i>		

Section VIII

VERIFICATION MATRIX

(Indicative only to illustrate possible use)

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			
Reference checks			
Site visit			
Audited accounts			
Credit check			
Company's office/charities register			
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:			

Note:• Risk identified and mitigation measures described

Prepared by
(name, title, and team)

Signature

Date

Section IX

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT

[Insert Contract Number/Current Year]

[Insert title of assignment]

The Mekong River Commission Secretariat (hereinafter referred to as “the Employer”), wishes to engage [Insert company/organization/institution], duly incorporated under the Laws of [Insert the name of the country] (hereinafter referred to as the "Contractor") in order to perform services in respect of the [Insert title of assignment] (hereinafter referred to as the “Services”), in accordance with the following Contract:

a. Contract Documents

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”.
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.
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.

b. Obligations of the Consultant

- i. The Consultant shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- ii. The Consultant shall provide the services of the following key personnel:

Name	Area of Expertise	Position Assigned

- iii. Any changes in the above key personnel shall require prior written approval of the Chief Executive Officer of the MRCS, and the Employer.
- iv. The Consultant shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- v. 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]

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

c. 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 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 ⁵	AMOUNT	TARGET DATE
[Insert milestone]	[Insert amount]	[Insert date]

d. Special Conditions

- No special conditions shall apply.

e. Submission of Invoices

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

f. Time and Manner of Payment

- 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.
- 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:

⁵ 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.

g. Entry into Force, Time Limits

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

h. Modifications

- 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.

i. 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

Finance and Administration Unit

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:

Chief, Financial Officer

Director, Administration Division

Director, Technical Support Division

Head of RFDMC

Funds are available and obligated:

Director, Technical Division

Project Code:

ANNEX I
GENERAL CONDITIONS OF CONTRACT
FOR PROFESSIONAL SERVICES

Article 1 - Independent Contractor

Nothing contained in this Contract shall be construed as establishing or creating between the Employer and the Contractor the relationship of master and servant, principal and agent or employer and employee; it being understood that the Contractor is an independent Contractor in relation to the Employer. No person engaged by the Contractor in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Employer, and the Contractor shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Contractor. The Contractor shall inform such persons of the foregoing.

Article 2 - Contractor's General Responsibilities

1. The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of the Employer, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Contractor shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Contractor shall select reliable persons who will perform effectively, respect local customs and conform to the highest standards of professional, moral and ethical conduct.
4. The Contractor shall respect and abide by all applicable laws, regulations and ordinances of Cambodia and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do.

Article 3 - Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Contractor to work or perform services in connection with this Contract until after the Contractor has notified the Employer of the identity of such proposed persons and has provided the Employer with their curricula vitae, and the Employer has notified the Contractor that the Employer approves of such assignments.

Article 4 - Removal of Personnel

1. Upon notice by the Employer, the Contractor shall forthwith withdraw any person assigned to work or perform services in connection with this Contract and shall assign new persons in accordance with the provisions of Article 3. Such withdrawal or replacement shall not be a cause for suspension of the contract.
2. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph 1 of this Article 4 shall be borne by the Contractor.

Article 5 - Employee's Compensation and other Insurance

1. The Contractor shall take out and maintain:
 - (a) all applicable employee's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;
 - (b) liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, subcontractors and independent contractors performing work or services in connection with this Contract;
 - (c) comprehensive general liability insurance in an appropriate amount for all claims for death, bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Contractor, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and
 - (d) such other insurance as may be agreed upon between the Employer and the Contractor.
2. Upon request by the Employer, the Contractor shall provide evidence, to the reasonable satisfaction of the Employer, of the insurance referred to above and shall give the Employer reasonable advance notice of any proposed changes related to such insurance.
3. The Employer undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage, which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 6 - Encumbrances

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with the Employer against any money due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Contractor.

Article 7 - Source of Instructions

The Contractor, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the Employer in

connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Employer. The Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the Provisions of this Article.

Article 8 - Prohibition of Conflicting Activities

The Contractor and its personnel shall not engage in any business or other activity that conflicts with performance of duties under this Contract.

Article 9 - Officials not to Benefit

The Contractor warrants that no Employer official has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 10 - Subcontracting

The Contractor shall engage no subcontractor to perform any work or services in connection with this Contract unless the Contractor shall have notified the Employer of the identity of the proposed subcontractor and the Employer shall have notified the Contractor of its approval of the engagement of the subcontractor. The approval by the Employer of the engagement of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor.

The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract. The term "subcontractor" includes any independent contractor or other person or entity with which the Contractor enters into an association, affiliation or relationship of any form for the purposes of performing work or services in connection with this Contract, other than an agent, servant or employee of the Contractor.

Article 11 - Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Employer.

Article 12 - Records, Accounts, Information and Audit

1. The Contractor shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this Contract.
2. The Contractor shall furnish, compile and make available at all reasonable times to the Employer any records, accounts or other information, oral or written, which the Employer may reasonably request in respect of the performance by the Contractor of its obligations under this Contract.

3. The Contractor shall allow the Employer or its authorized agents to inspect and audit such records, accounts or other information upon reasonable notice.

Article 13 - Language, Weights and Measurers

Except as may otherwise be specified in this Contract, the English (UK) language shall be used by the Contractor in all written communications to the Employer with respect to the performance of the obligations under this Contract and with respect to all documents procured or prepared by the Contractor pertaining to such obligations. The metric system of weights and measures shall be used in respect of all work and services performed in connection with this Contract.

Article 14 - Title to Equipment or Property

1. Title to all equipment and property furnished by the Employer for the purpose of this Contract shall rest with the Employer. The Contractor shall be responsible and accountable to Employer for all equipment or property purchased with funds provided or to be reimbursed by the Employer. The Contractor shall take all reasonable measures, including maintaining appropriate insurance, necessary to preserve such equipment or property from loss or damage until returned to the duly authorized office of the Employer upon completion of the work or services or termination of this Contract, or when no longer needed by the Contractor for the purposes of this Contract. Such equipment or property shall be returned to the Employer in the same condition as when made available to the Contractor, subject to normal wear and tear. The Contractor shall be liable to the Employer for the loss of or damage to such equipment or property, except to the extent that the Contractor proves that it took all reasonable measures to avoid the loss or damage.
2. The Contractor shall maintain an up-to-date and complete list of all equipment and property purchased by the Contractor in connection with this Contract.

Article 15 - Confidential Nature of Documents

1. All maps, drawings, photographs, plans, manuscripts, records, reports, recommendations estimates, documents and all other data (referred to hereinafter in this Article as "documents" compiled by or received by the Contractor or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Employer shall be treated as confidential and shall be delivered only to duly authorized Employer officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Employer.
2. In no event shall the contents of such documents or any information known or made known to the Contractor by reason of its association with the Employer be made known by the Contractor or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the Employer.

3. Subject to the provisions of this Article, the Contractor may retain a copy of documents produced by the Contractor.
4. The Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
5. The obligations in this Article do not lapse upon termination of this Contract.

Article 16 - Use of Name, Emblem or Official Seal of the Employer

The Contractor, its agents, servants, employees, subcontractors and independent contractors shall not advertise the fact that it is performing, or has performed, work or services for the Employer or, or use the name, emblem or official seal of the Employer or any abbreviation of the name of the Employer in connection with its business for advertising purposes or for any other purposes. The Contractor shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 17 - Copyright, Patents and Other Proprietary Rights

1. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as “materials”) except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of the Employer, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Contractor incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the Employer from the persons in whom any existing copyrights therein may be vested and produce evidence to the Employer of such permission.
2. The Contractor agrees that it will forthwith disclose and assign to the Employer all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Employer, whether or not patent applications are filed thereon
3. Upon request of the Employer and at its expense, the Contractor shall take all necessary steps, execute all necessary documents and generally assist the Employer in securing such proprietary rights and transferring them to the Employer in compliance with the requirements of the applicable law.
4. The obligations in this Article do not lapse upon termination of the Contract.

Article 18 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 19 - Force Majeure

1. "Force majeure" as used herein means acts of God, natural disasters, invasion or war (whether declared or not) and other hostilities, revolution, rebellion, industrial disturbance, except where solely restricted to employees of the Contractor, insurrection or riot, commotion or other disorder, ionising radiation or contamination by regular activity from any nuclear fuel or waste, radio-active toxic explosives or other hazardous properties of any explosives, nuclear assembly or nuclear components thereof, or other act, event or circumstance of a similar nature or force arising from circumstances beyond the control of the parties or which the parties could not reasonably be expected to have taken into account at the time of the conclusion of this Contract and which or the consequences of which the parties could not reasonably be expected to have avoided or overcome.
2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, which renders the Contractor unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract, the Contractor shall give notice and full particulars of such force majeure to the Employer. The notice shall include steps proposed by the Contractor to be taken, subject to the written approval of the Employer, including any reasonable alternative means for performance that is not prevented by force majeure. Subject to acceptance by the Employer of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:
 - (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of its inability to perform them and, subject to the provisions of Para. (e) hereof, for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the Employer for the Contractor's substantiated reasonable costs of maintenance of any of the Contractor's equipment and for reasonable per diem for the Contractor's permanent personnel rendered idle by such suspension, subject to Para. (d) hereof;
 - (b) The Contractor shall within fifteen (15) days after the notice to the Employer the occurrence of the force majeure submit to the Employer a statement of estimated costs referred to under sub-paragraph (a) above during the period of suspension. Within thirty (30) days after the end of the suspension, the Contractor shall submit to the Employer a complete statement of the Contractor's actual costs;

- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special condition, which may reasonably justify the period of extension to be different from the period of suspension;
- (d) Where the Contractor's equipment or permanent personnel referred to in sub-paragraph (a) are idle on site as a result of the suspension for a period exceeding thirty (30) days, the Contractor shall confer with the Employer in good faith with a view towards agreeing upon a reasonable reduction of the costs incurred with respect to such equipment and personnel and a reasonable apportionment between the parties of such costs. If the parties fail to agree upon such reduction or apportionment within seven (7) days after the initial thirty (30) days of suspension, the matter will be resolved in accordance with Article 29 here of;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform its obligations and meet its responsibilities under this Contract, the Employer shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 22, Termination by the Employer, except that the period of notice shall be seven (7) instead of fourteen (14) days; and
- (f) The Employer may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

Article 20 - Suspension by the Employer

1. The Employer may suspend, for a specified period of time not exceeding thirty (30) days, in whole or in part, payments to the Contractor and/or any of the Contractor's obligations under this Contract, if, in the Employer's sole determination:
 - (a) any condition arises which interferes, or threatens to interfere, with the successful carrying out of the work or services under this Contract, the Employer Project or the accomplishment of the purpose thereof, or with the performance by either party of its obligations under this Contract: or
 - (b) the Contractor shall have failed, in whole or in part, to perform any of its obligations under this Contract.
2. Notice of such suspension shall be given by the Employer to the Contractor, specifying the duration of the suspension. The suspension shall take effect seven (7) days after such notice.
3. If, by the expiry of the period of suspension, the Employer has not notified the Contractor to resume the performance of a suspended obligation, the Contractor may request permission of the Employer to resume such performance. If the Employer does not within 7 days after its receipt of the request, notify the Contractor to resume the performance, either party may terminate the portions of this Contract relating to the suspended obligation by giving the other party seven (7) days prior notice of such termination. If it is not possible or reasonably practicable for only those portions of the

Contract to be terminated, the entire Contract may be terminated upon seven (7) days prior notice. The provisions of paragraph 2 of Article 22 shall apply in the event of any such termination.

4. (a) The Contractor shall be reimbursed by the Employer for the Contractor's substantiated reasonable extra costs, occasioned by the suspension, of necessary measures to maintain any of the Contractor's equipment and personnel assigned to the performance of this Contract, while such equipment and personnel are idle as a result of the suspension. However, such reimbursement shall not be paid if the Contractor could reasonably re-assign such equipment or personnel to other tasks or to other contracts of the Contractor;
- (b) As a condition for reimbursement under this paragraph 4, the Contractor shall:
 - (i) within fifteen (15) days after a suspension takes effect, notify the Employer of the Contractor's good faith estimate of the anticipated extra costs; and
 - (ii) within thirty (30) days after the end of the suspension, notify the Employer of the Contractor's actual extra costs.
- (c) The Contractor shall not be entitled to the reimbursement provided for in this paragraph 4 where the Employer has suspended an obligation of the Contractor for reasons attributable to the fault or neglect of the Contractor, its agents, servants, employees, subcontractors or independent contractors, or to a failure by the Contractor to perform an obligation under this contract.

Article 21 - Additional Rules relating to Suspension

1. Except as otherwise provided in this Contract, the rules set forth in this Article apply in the event of any suspension under Article 19 or Article 20.
2. During the period of suspension, the Contractor shall provide such information as may reasonably be requested by the Employer concerning the preservation and protection of the work and services performed by the Contractor and the results thereof, and of all property of the Employer, and shall take all reasonable measures to provide for such preservation and protection. Except as provided in paragraph 4 of this Article, the Contractor shall be reimbursed by the Employer for substantiated reasonable costs incurred by the Contractor in providing such information and taking such measures, provided that an estimate of such costs shall have previously been notified to and approved by the Employer.
3. The Contractor shall produce such reports as may reasonably be requested by the Employer covering the work executed or services performed up to the time of suspension. The reports shall conform to any reasonable requirements by the Employer as to nature, structure and content. Except as provided in paragraph 4 of this Article, the Contractor shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have been previously notified to and approved by the Employer.

4. The Contractor shall not be entitled to the reimbursement provided for in paragraphs 2 and 3 of this Article where the Employer has suspended an obligation of the Contractor pursuant to Article 20 for reasons attributable to the fault or neglect of the Contractor, its agents, servants, employees, subcontractors or independent contractors, or to a failure by the Contractor to perform an obligation under this Contract.

Article 22 - Termination by the Employer

1. Notwithstanding the provisions of Articles 19 and 20, the Employer may terminate this Contract for any reason upon not less than fourteen (14) days (in the case of Contracts initially for a period of sixty (60) days or more) or seven (7) days (in the case of Contracts initially for a period of less than sixty (60) days) notice to the Contractor.
2. Upon termination of this Contract:
 - (a) the Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and, to that end, shall provide such information as may reasonably be requested by the Employer concerning the preservation and protection of the work or services performed by the Contractor and the results thereof and all property of the Employer, and to minimize losses and further expenditures; the Contractor shall also take all reasonable measures to provide for such prevention and protection and for minimization of losses and expenditures;
 - (b) the Contractor shall be entitled, against appropriate vouchers, to be compensated in accordance with this Contract for work or services performed satisfactorily and in accordance with this Contract prior to its receipt of the notice of termination;
 - (c) unless the termination has been occasioned by any fault or neglect on the part of the Contractor, its agents, servants, employees, subcontractors or independent contractors, or by any failure of the Contractor to perform an obligation under this Contract, the Contractor shall also be entitled, against appropriate vouchers, to be reimbursed for such reasonable costs and expenses as shall have been duly and properly incurred in accordance with this Contract prior to the date of such notice of termination, including such forward commitments as could not with diligent effort be cancelled or reduced, and for reasonable costs incident to the orderly termination of the services, the return travel of Contractor's personnel and the return shipment of their personal effects and of the equipment of the Contractor, to the extent that the same are not otherwise covered by any fees, reimbursements or other compensation paid or payable to the Contractor;
 - (d) the Contractor shall produce such reports as may reasonably be requested by the Employer covering the work and services performed up to the time of termination. The reports shall conform to any reasonable requirements by the Employer as to nature, structure and contents. The Contractor shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have previously been notified to and approved by the Employer; and

(e) the Contractor shall not be entitled to receive any payments other than those provided for in this paragraph 2.

Article 23 - Termination by the Contractor

The Contractor may terminate this Contract in accordance with Articles 19.2(e) and 20.3 above.

Article 24 - Other Rights and Remedies of the Employer

1. Nothing in or relating to this Contract shall be deemed to prejudice or constitute other rights or remedies of the Employer.
2. The Employer shall not be liable for any consequence of, or claim based upon, any act or omission the part of the Employer.

Article 25 - Bankruptcy

Should the Contractor be adjudged bankrupt or become insolvent or should control of the Contractor change by virtue of insolvency, the Employer may, without prejudice to any other right or remedy, terminate this Contract immediately by giving the Contractor notice of such termination.

Article 26 - Facilities, Exemptions, Privileges and Immunities of Contractor and Contractor's Personnel

1. The compensation, reimbursement, remuneration and payment provided for in this Contract do not include any taxes, duties, fees or levies which may be imposed in the recipient country on salaries or wages earned by the Contractor's personnel (except the Employer nationals employed locally) in the performance of the Contract or on any equipment, materials or supplies which the Contractor may bring into that country in connection with the contract or which after having been brought into that country may be subsequently withdrawn there from. If any authority of the Employer refuses to recognize exemption from or reimbursement for such taxes duties, fees or levies, the Employer shall in no event be liable beyond the amount of said taxes, duties, fees and levies or for any failure or delay in obtaining such exemption or reimbursement.
2. The Employer will use its best efforts to obtain for the Contractor and its personnel (except the Employer nationals employed locally) such additional facilities, exemptions, privileges and immunities as the Employer has generally agreed to grant to the Contractors performing services for the Employer within the country and to their personnel. An information copy of the provisions relating to such facilities, exemptions, privileges and immunities that are contained in the Operational Agreement, may be obtained from the Employer. However, the Employer shall in no event be liable for any consequences of, or any claim based upon, any failure on the part of the Employer to carry out such undertakings.
3. Any Provisions whether in an Agreement, Project Document, or any other instrument to which the recipient Employer is a party, by which the recipient Employer confers benefits

upon the Contractor and its personnel in the form of facilities, exemptions, privileges and immunities by reason of the performance of services for the Employer on this Project, may be waived by the Employer where, in its opinion, such immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project or to the interests of the Employer.

Article 27 - Indemnification

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Employer and its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor or its officers, agents, servants, employees subcontractors or independent contractors in the performance of any work or services in connection with this Contract. Without limiting the generality of the foregoing, this Article shall extend to suits, claims, demands and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its officers, agents, servants, employees, subcontractors or independent contractors and or others responsible to the Contractor, as well as by the Employer. The obligations in this Article do not lapse upon termination of the Contract.

Article 28 - Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 29 - Arbitration

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by direct negotiation, be settled by arbitration in Vientiane accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The appointing authority shall be the Chairman or Deputy Chairman of the Singapore International arbitration Centre ("SIAC"). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such disputes controversy or claim.

Article 30 - Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the Employer.

Article 31 - Tax Exemption

The Operational Agreement provides, inter alia, that the Employer including its subsidiary organs, is exempt from all direct taxes and from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes the Employer to deduct from the Contractor's invoice any amount representing such taxes or duties. Payment of such corrected invoiced amount shall constitute full payment by the Employer. In the event any taxing authority refuses to recognize the Employer exemption from such taxes, the Contractor shall immediately consult with the Employer to determine a mutually acceptable procedure.

Article 32 - Form of Notice, Request, Statement or Approval

Any notice request, statement or approval provided for in these General Conditions shall be effective if it is given in writing either by letter, facsimile or email.

Article 33 – Observance of the Law

The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract. The Governing Law of this contract is the law of Lao PDR.

ANNEX II

TERMS OF REFERENCE (TOR)

[Insert TOR texts]

ANNEX [*INSERT ANNEX NUMBER*]

CONSULTANT PROPOSAL