



Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
No. RFP2024-004

**Consultancy Service Firm for Environment and River Profile Survey to Support
MRC Monitoring, Forecasting, and Assessment**

Vientiane, Lao PDR. November 27, 2024

SECTION I

INVITATION FOR PROPOSAL

Consultancy Service Firm for Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed proposals from eligible companies to **Consultancy Service Firm for Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment**, in accordance with the terms and conditions mentioned in the Request for Proposal (RFP).

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

This RFP includes the following documents:

Section I	Invitation for Proposals
Section II	Instructions to Bidders
Section III	Terms of Reference
Section IV	Evaluation Criteria
Section V	Technical Proposal Forms
Section VI	Financial Proposal Forms
Section VII	Bid security and Performance security
Section VIII	Supplier Declaration Form
Section IX	Verification Matrix
Section X	Draft Contract

The tender (1 original and 5 copies in case of submission in sealed envelopes) shall be submitted to the Employer’s Procurement Unit not later than **24 December 2024 at 15:00** local time by courier to:

Mekong River Commission Secretariat
Administration Division
Procurement Unit
P.O. Box 6101, Unit 18 Ban Sithane Neua,
Sikhottabong District, Vientiane 01000, Lao PDR
Tel: (856) 21 263 263; Fax: (856) 21 263 264
Email: procurement@mrcmekong.org

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

Watt Botkosal
Director of Administration Division
Mekong River Commission Secretariat

¹ The manual is available here: <http://www.mrcmekong.org/working-with-mrc/tenders/P2024-207RFP2024-004> Consultancy Firm on Environment and River Profile Survey

SECTION II

INSTRUCTION TO BIDDERS

1. Proposal to be considered

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

2. Procurement package

The RFP consists of Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment **in a single package.**

3. All bidders are invited to a Pre-bid Meeting and clarify the Bid documents and detail on the TOR.

Location: MRCS
Time: 14:00 - 16:30 PM
Date: 11 December 2024

4. Clarification

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

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

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

5. Language of the Proposal

The Proposals prepared by the bidders and all correspondence and documents relating to the Proposal exchanged by the bidders and the MRCS shall be written in English. Any

printed literature furnished by the bidders may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

6. Proposal Currency

All prices shall be quoted in US dollars.

7. Period of Validity of Proposals

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

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

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

8. Submission of Proposals

8.1 Sealing and Marking of Proposals

The proposals shall be submitted in one outer sealed envelope containing two separate sealed envelopes, one envelope containing the Technical Proposal(s) and one envelope containing the Financial Proposal(s). The outer envelope shall be clearly marked **“Proposal: RFP No.2024-004 “Consultancy Service Firm for Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment” In Vientiane Capital, Lao PDR - DO NOT OPEN BEFORE THE SUBMISSION DEADLINE”**. The two sealed inner envelopes shall be marked “Technical Proposal (s)” and “Financial Proposal (s)” respectively. The sealed envelope shall be addressed to the Mekong River Commission Secretariat at the following address:

Notice: MRC will be inviting all companies who conduct a site inspection and submit the technical proposals and Financial Proposals to present your proposal and design and drawing of Supply “Consultancy Firm on Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment.

Mekong River Commission Secretariat

Administration Division

Procurement Unit

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

Sikhottabong District, Vientiane 01000, Lao PDR.

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

Email: procurement@mrcmekong.org

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

- Bidders can submit a proposal by email. The proposal shall be separated in two files: one for technical proposal and one for financial proposal.
- The file for the financial proposal shall be protected by a password which shall be kept with the bidders. If the company passed the technical requirement threshold MRC would then request the password to open the financial proposal file. However, if the company loses the password or in case the file could not be opened the MRC would not assume responsibility.
- The file shall be in the form of MS Word or MS Excel (MS Office 2007 at least) or PDF version 7.
- Please send the electronic proposal to procurement@mrcmekong.org
- Please be aware that bids or proposals emailed to the MRCS will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.
- Maximum size for electronic submission: The maximum size per email that MRC can receive is 5MB. Bidders may need to split proposals into parts to fit this limit.

Please note that the proposal must arrive in the aforementioned mailbox before the submission deadline.

8.2 Deadline for Submission of Proposals

The deadline for submission of the bids is **24 December 2024, at 15:00 PM** local (Lao PDR) time.

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

8.3 Confirmation of Participation

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

9. Late Proposals

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

10. Criteria for Selection.

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

a. Evaluation of Technical Proposal:

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

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

b. Evaluation of Financial Proposal:

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

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

c. Final evaluation and negotiations:

The final ranking of the proposals will be based on the quality of technical proposals and lowest cost.

The total score will be calculated as the weighted sum of the technical and financial scores, with the weights given to the technical and financial scores being:

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

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

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

11. Association

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

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

12. Rejection of proposals

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

SECTION III

TERMS OF REFERENCE (TOR)

1. WORK SUMMARY

Title:	Environment and River Profile Survey to Support MRC Monitoring, Forecasting, and Assessment
Work Type:	Consultancy Service Firm
Division:	MRC Environmental Management Division
Duration:	12 Months
Duty Station:	Home-based
Reporting to:	Director of Environmental Management Division
Expected Deliverables:	Please refer to Section 5 below.

2. INTRODUCTION AND BACKGROUND

MRC ***Core River Monitoring Network (CRMN)*** comprised of 5 disciplines, namely Hydrology, Discharges and Sediment, Water Quality, Fisheries, and Ecological Health Monitoring, have served as the implementation of the Core Function of the MRC that routinely monitor and collect data on the hydrology and riverine environment of the Mekong River Basin to support assessment of riverine condition, impact from water resources development and climate change, and formulation of Basin Development Strategy. As the regional knowledge hub and water diplomacy platform, the routine monitoring data from CRMN has always been the scientific basis of the formulation and implementation of MRC Procedures: the near real-time Hydromet data with equipped model sets under ***Decision Support Framework (DSF)*** for ***Procedure for Maintenance of Flow on the Mainstream (PMFM)***, monthly Water Quality data for ***Procedure for Water Quality (PWQ)***, and sharing of the 5 disciplines data for review and assessment of projects under ***Procedure for Notification, Prior Consultation and Agreement (PNPCA)***.

The ***State of Basin Report 2023***, while with improved data collection and reporting especially in the socio-economic areas, still identifies gaps related to critical environmental data including riverine conditions (deep pools, rocky habitats, sand bars, vegetated riparian habitats, riverine erosion, etc.), fish habitats (including migratory areas and pathways), and anthropogenic activities (e.g. riverbank gardens, aquaculture, etc.). Furthermore, as the implementation of the MRC Procedures have been applied by Member Countries in response

to the rapid development in the Basin for the past 15 years, the reliability of the data has always been in the discussion and often verified by not only the data collection methodology and quality of the data, but also on ensuring the most up to date data was present. At present, the riverine forecasting in MRCS relies heavily on the application of physical models (Hydraulic/Hydrodynamic models), and the accuracy of these forecasts is significantly subject to the quality and up-to-date river geometry. Despite being of paramount significance, especially in the modeling applications and relevant river morphological assessment, the river geometry dataset or cross-section has not been updated for over two decades (20 years). Their current status can be regarded as obsolete due to the significant alterations in river morphology that have transpired over this extended time frame.

Additionally, ongoing studies, such as the impact assessment of proposed Hydropower Plant projects along the mainstream, require updated cross-sectional data for comprehensive hydraulic/hydrodynamic analyses, including assessments of river morphology, encompassing erosion and deposition, among other factors. As an illustrative example, and in an ad-hoc fashion, the Mekong River Commission Secretariat (MRCS), based on the requests for support by member countries during the PC process for Sanakham HPP, has recently collected cross-sectional data spanning approximately 40 kilometers along the Mekong's mainstream for the purpose of assessing the impact of the said proposed project. Furthermore, in the **Joint Study Phase II** and forthcoming **Proactive Regional Planning (PRP)** Phase 2, these datasets will undoubtedly prove indispensable to fulfill study requirements, including the assessment of potential instream sediment transport and climate change and instream impact, respectively. This aspect plays a critical role in the evaluation of impacts pertaining to hydrology, sedimentation, environmental considerations, and socio-economic aspects. Additionally, these datasets will offer technical support for formulating the basin-wide **Sediment Management Plan**, and the implementation of the GEF funded Transboundary Fisheries Management in the Lower Mekong Project.

In summary, it is of the topmost priority of the MRC to initiate a comprehensive program in updating the cross-sectional data and river profile (not updated in over 20 years) to support the Core Functions of the MRC in Monitoring, Forecasting, Assessment, and Planning.

3. OBJECTIVE OF THE WORK

The objectives of this work are:

- To update deep pool and rocky habitat data to support critical fishery habitat identification
- To collect data on riverbank activities (e.g. riverbank garden, riverbank aquaculture, sand mining, tourist attractions)
- To conduct data collection on riverbed bathymetry and topographical data at the riverbank and sediment composition.

The outputs of this work will provide updated baseline data for CRMN Monitoring and SOBR reporting, hydraulic models and relevant impact assessment tools (DRIFT and DSF).

4. EXPECTED RESULTS

The firm will utilise their equipment and manpower to carry out the data collection of river cross sections, sediment samples, and observed riverbank conditions/usage within approximate 50 km (and up to 100 km) downstream and 50-100 km upstream of target sites will be conducted (as per the Annex). The distance for cross-section is strictly at least every 500 m, except for the area of complicated topographical condition such as the Island, which needs to have more cross section in order to capture the real condition. Both extent of the data collection area and frequency of the cross-section need to be evaluated to align with the previous deep pools location before confirming the implementation plan.

The target area comprised of the Mekong Mainstream with reference to Hydropower Development Projects and MRC Monitoring Stations in the Lower Mekong Countries as follow:

Mainstream

- Pak Beng, Lao PDR
- Pak Lay, Lao PDR
- Phu Ngoy, Lao PDR
- Luang Prabang, Lao PDR
- Pak Chom, Lao PDR
- Ban Khum, Lao PDR

Tributaries

- Sekong, Lao PDR
- Xe Done, Lao PDR
- Songkhram, Thailand
- Xe Prok, Cambodia
- Stung Sen, Cambodia

MRC Forecasting Stations*

- Chiang Saen
- Luang Prabang
- Chiang Khan
- Vientiane/Nong Khai
- Paksane
- Nakhon Phanom/Thakhek
- Mukdahan/Savannakhet
- Khong Chiam
- Pakse
- Stung Treng
- Kratie
- Kompong Cham
- Phnom Penh (Bassac)
- Phnom Penh Port
- Koh Khel (Bassac)
- Neak Luong
- Prek Kdam (Tonle Sap)
- Tan Chau
- Chau Doc

*Notes: *Coverage of HydroMet Stations in which will be covered in this survey within reference HPP locations*

The following data set and format are anticipated to be obtain from these activities are:

1. Data, photos and coordinate of riverbank/literal anthropogenic activities (e.g. riverbank gardens, riverbank aquaculture, riverine related eco-tourism, sand mining, etc) with description on dependencies of communities, local peoples and SMEs.

2. Aerial LiDAR drone imagery of the terrain with a resolution of at least 10 cm (both DEM and DTM), and elevation accuracy of at least 5 cm. The coverage should extend at least 1 km from each side of the highest riverbank.
3. The raw data of the complete multi-beam bathymetry including the (x, y, z) at both under water (riverbed) and riverbank. The data types include 3D bathymetry, the excel files, vector and raster files (SHP/TIF) and related river survey files.
4. The riverbed sediment (sediment composition) results in every 5km (one at riverbed, and 2 at both riverbanks) including bed materials, and grain size as per below Table.
5. Final Technical/Engineering report in English. The report must include complete dataset from the above list, details calculations and accuracy determination.

Table: Recommended grain-size classes for sediment grain-size analysis

Sediment size range	Sediment fraction
>4.75 mm	Pebbles: note, material not passing a 4 mm sieve should be sized using a gravel meter
2 – 4.75 mm	Very fine pebbles
1 – 2 mm	Very coarse sand
0.5 – 1 mm	Coarse sand
0.25 – 0.5 mm	Medium sand
0.125 – 0.25 mm	Fine sand
0.063 – 0.125	Very fine sand
0.020 – 0.063 mm	Medium & coarse silt
0.002 – 0.020 mm	Very fine & fine silt (hydrometer method)
<0.002 mm	Clay (hydrometer method)

An inception report, detailing methodology, sites and data to be collected, and roles and responsibilities of firm, MRCS (including of different relevant divisions) and countries, shall be prepared in consultation with the MRCS and countries before the data collection commences.

5. DELIVERABLES AND CONCRETE TIMELINES

The Firm will carry out the activities and produce the following deliverables:

No.	Deliverables and Expected Quality	Deadline
1	The data, photos and coordinate of riverbank/literal anthropogenic activities	September 2025
2	Aerial LiDAR drone imagery of the terrain with a resolution of at least 10 cm (both DEM and DTM), and elevation accuracy of at least 5 cm.	September 2025
3	The complete multi-beam bathymetry including the (x, y, z) at both under water (riverbed) and riverbank. The data types include 3D bathymetry, the excel files, vector and raster files (SHP/TIF) and related river survey files. The raw data needs to be provided.	October 2025
4	The riverbed sediment (sediment composition) results in every 5km (one at riverbed, and 2 at both riverbanks) including bed materials, and grain size	October 2025
5	Final Data Set and Technical/Engineering report in English	November 2025

Notes: Aside from above deliverables, the firm needs to comply all the other deliverables provided in the requested proposal.

6. REQUIRED TASKS AND RESPONSIBILITIES

The engaged Firm will be responsible to fulfil the following tasks:

- High capacity for the environment and river data collection including river multi-beam bathymetry and riverbed material/sediment using high accuracy & efficient equipment, and their staffs to conduct data collection².
- All data must reference each country's coordinate system and provide the differences between these systems. Prepare the detailed technical proposal consisting of the designed survey locations, approach and methodology including financial proposal and workplan.
- Comply and have good relationship with concerned authorities (Cambodia, Lao PDR, Thailand and Viet Nam) while conducting data collection³
- Carry out and produce all deliverables as mentioned in Section 5.

² Reference point of Mean Sea Level (msl) refers to member countries.

³ The MRCS will liaise with MRC Member Countries via National Mekong Committee to get their support in conducting this data collection.

- Regularly update the progress every 6 weeks and hold meetings with the MRC Secretariat if needed.

7. PAYMENT MODALITY

Payments will be made into 3 installments: 1) 15% upon signing of the contract, 2) 15% upon reporting progress of the survey of all sites, and 3) final payment with the condition that the MRCS will satisfactorily accept all deliverables.

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. DECLARATION OF NON-FRAUDULENCE AND PROTECTION OF PERSONAL DATA

The Subscriber shall adhere to the MRC's relevant rules and regulations of the MRC on personal data protection, business exclusion, and fraud prevention and anti-corruption principles, and shall be under strict disciplinary measures should any violation occurs.

10. WORKING ARRANGEMENT

Direct supervision: Director of Environmental Management Division

Communication line: The Firm will work under the direction of Chief Environmental Management Officer and under strategic guidance of Director of Environmental Management Division. Furthermore, the Firm will work in close collaboration with the relevant MRCS Specialists from Technical Support Division, Planning Division, and Office of CEO.

11. CONSULTANT QUALIFICATIONS AND REQUIREMENTS

11.1 Consultant Firm Qualifications:

- Bidder shall provide a copy of similar contracts related to environment monitoring in at least 2 Projects
- Participation as a prime supplier, management contractor, JV member, sub-contractor, in at least three (3) contracts within the last seven (3) years, each with a value of at least \$1,000,000 per contract, or in at least two (2) contracts within the last seven (7) years, each with a value of at least \$2,000,000, that have been successfully and substantially

11.2 Consultant Firm Proven Experience:

- Proven experience in collecting environmental data for river bathymetry, deep pool habitats, riverbank erosion, lidar drone, river bathymetry, topographical data collection, or similar data in large rivers such as the Mekong River or similar rivers. At least 3-4 Projects.
- Proven experience in conducting data analysis and data laboratory analysis.
- Proven adequate equipment/instruments to conduct data collection (i.e., Boat Multibeam Echosounder, High accuracy Differential GPS (DGPS), Real-Time Kinematic (RTK), High Accuracy Total Station, riverbed material/sediment sampler (Pipe dredger), etc.)
- Proven manpower to carry out the work within the stated timeframe

11.3 Team Members' qualifications and experience:

The consultancy firm will assemble a multidisciplinary team composed of a topography expert, a mapping expert, and a data scientist. The lead experts should have a minimum of a graduate degree or above with at least 10 years of experience. The team leader must be an expert with experience in at least five similar projects.

Team Leader:

- Relevant advanced academic degree in Environmental Science
- At least 10 Years of working experience in Environmental Survey & Assessment
- Demonstrable specific experience in conducting large areas for environmental surveys: at least five similar projects must be included in the experience section of the proposal.
- Fluency in written and speaking English

Topography Specialists: (Underwater topography)

- GIS (Geographic Information Systems): Proficiency in GIS software like ArcGIS or QGIS to create, analyse, and present spatial data related to underwater terrain.
Multibeam Sonar & Echo Sounding: Familiarity with sonar equipment, including multibeam sonar and side-scan sonar, which map underwater features.
Bathymetry: Understanding bathymetric techniques involves measuring the depth of water bodies and charting the underwater terrain. (have experience with at least 3 Projects)
- At least five (05) years of progressive experience in topographical or similar fields; Good at writing and speaking English.

Topography Specialists: (Ground surface)

- At least a Bachelor's degree in survey/civil engineering or relevant field;
- At least five (05) years of progressive experience in topographical or similar fields; Good at writing and speaking English.

GPS /GIS Specialist:

- At least a Bachelor's degree in survey/civil engineering or relevant field;

- At least five (05) years of progressive experience in GPS and GIS software applications (such as ArcMap, AutoCAD) and geography, topographical survey, or similar fields; and
- Good in writing and speaking English

UAV Pilot:

- Relevant advanced academic degree in UAV, mapping, Ariel photography
- At least 7 years of working experience in geo-mapping
- Experiences in at least three similar project

Data scientist for UAV Data Processing expert:

- Graduate in software development or data science with experience in developing Terrain models
- At least 5 years' experience in geo data processing and preparation of DSM/DTM/DEM 4

12. SIGNATURE BLOCK

MRCS:

Full Name:

Incumbent's Full Name: _____

Title:















Incumbent's Signature: _____

Signature: _____

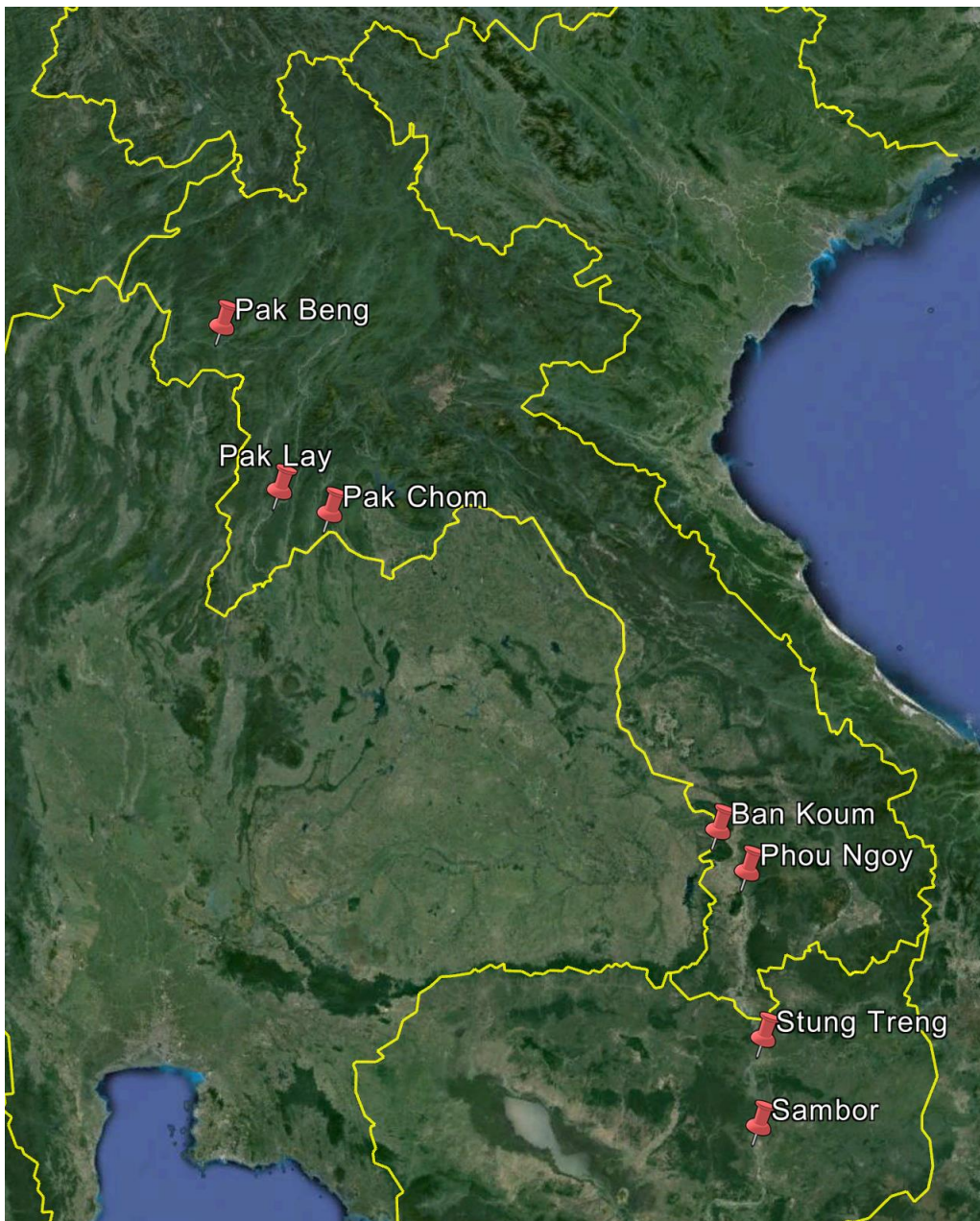
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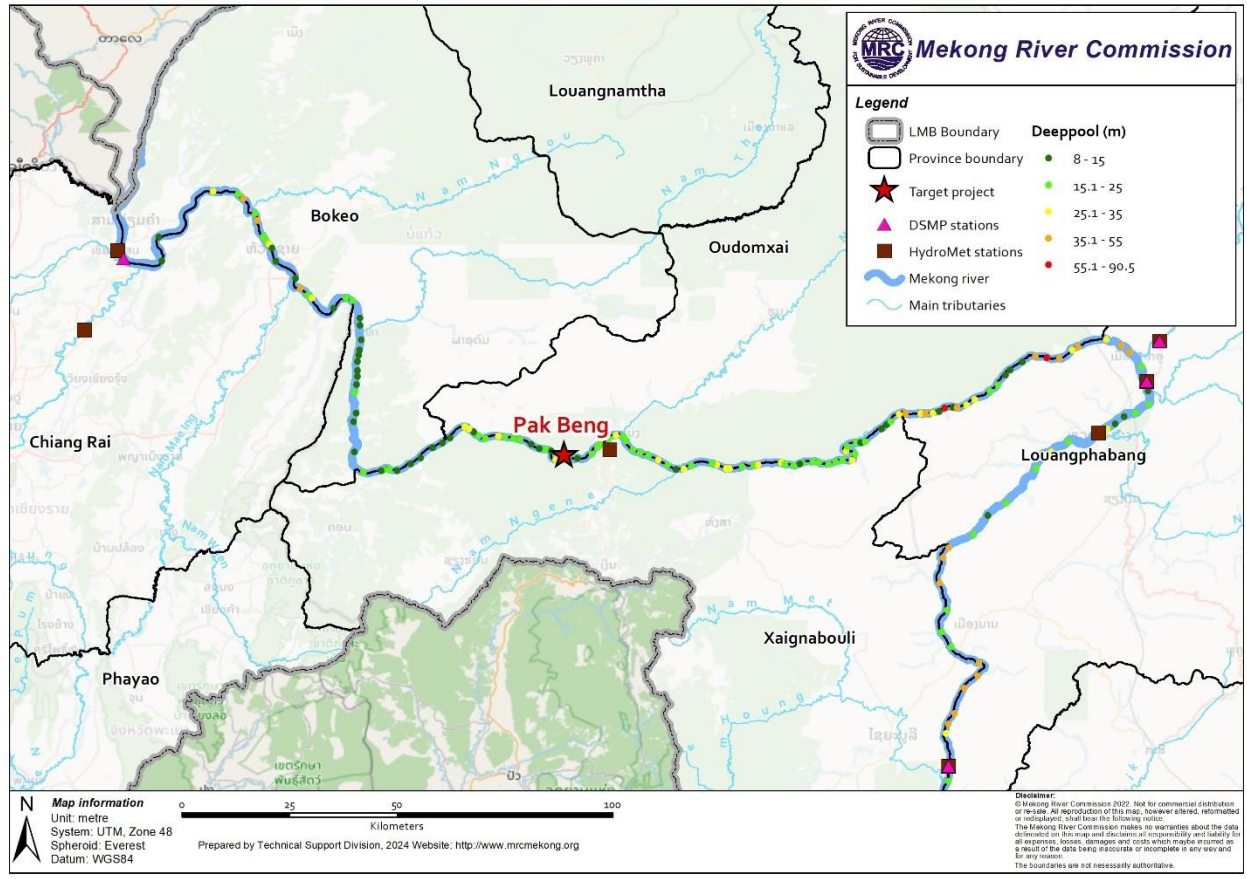
ANNEX: Detailed Information of the Target Area

Project	Country	Location
Sambor		 12.786849°N 105.938582°E
Stung Treng		 13.575317°N 105.98345°E
Ban Koum		 15.417881°N 105.587364°E
Pak Chom		 18.201038°N 102.050588°E
Pak Beng		 19.849455°N 101.019507°E
Pak Lay		 18.401361°N 101.58362°E
Phou Ngoy		 15.050186°N 105.848498°E

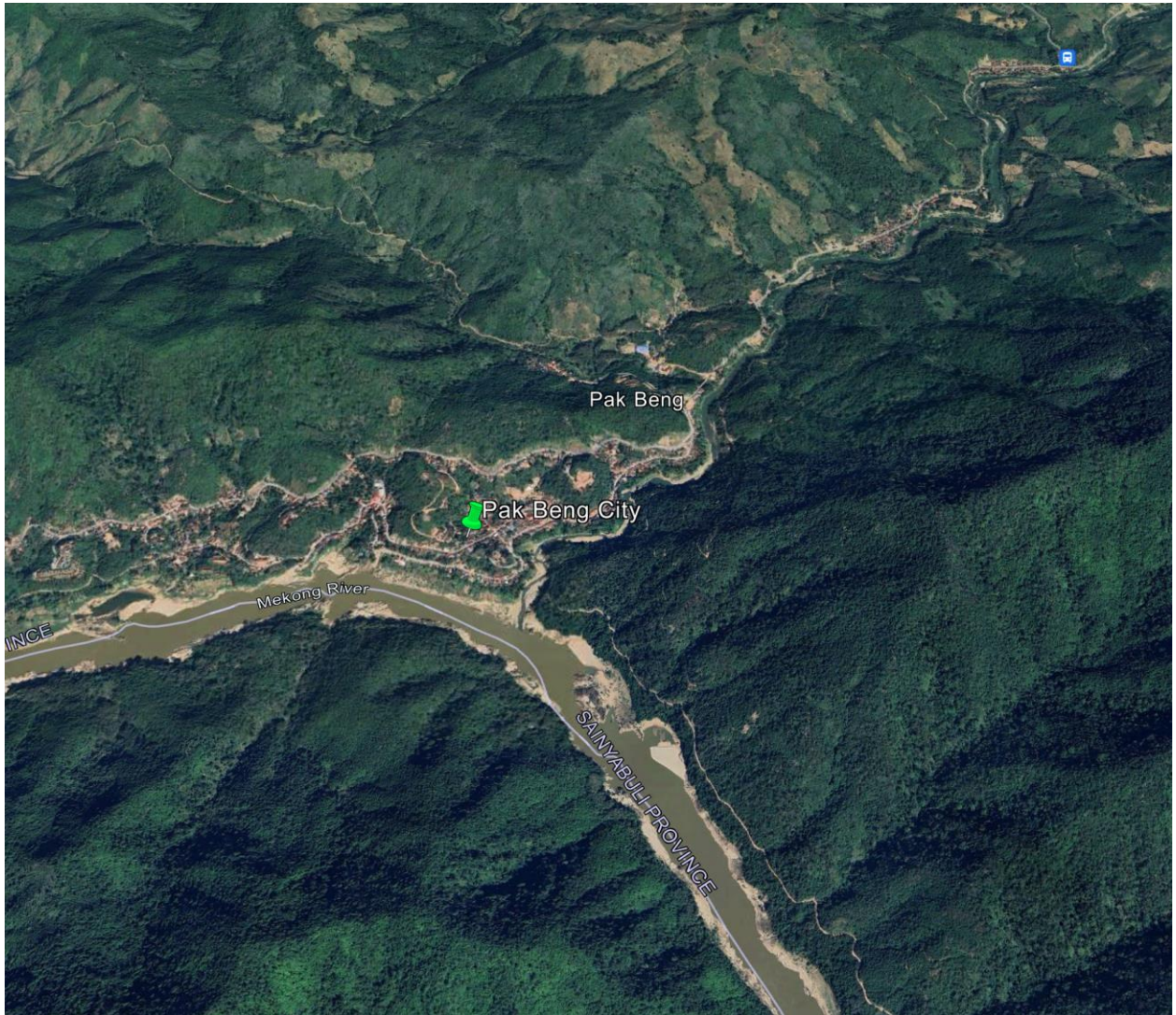




1) Pak Beng dam

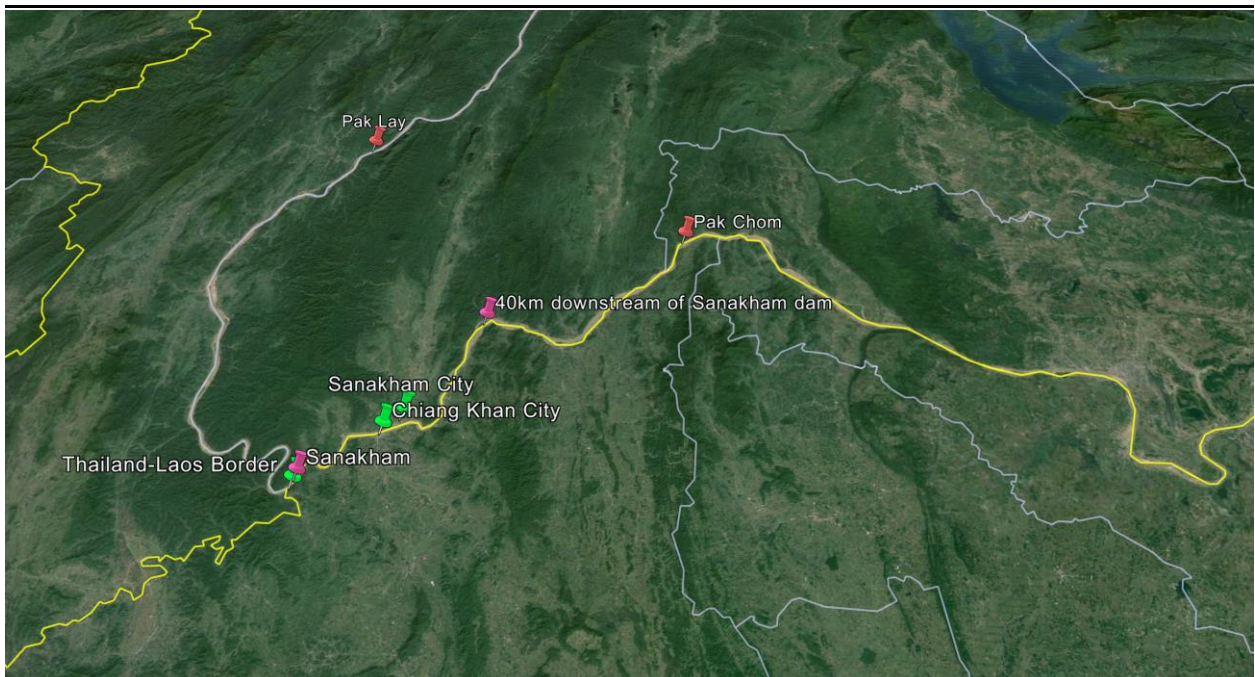






About 90km from upstream of Pak Beng dam site to the border of Thailand and Laos, and about 15 km to the Pak Beng City at downstream. Suggest to conduct data collection from the border of Thailand and Laos down to the Pak Beng City (beyond the city around 5 km and cover Nam Beng River around 15km)

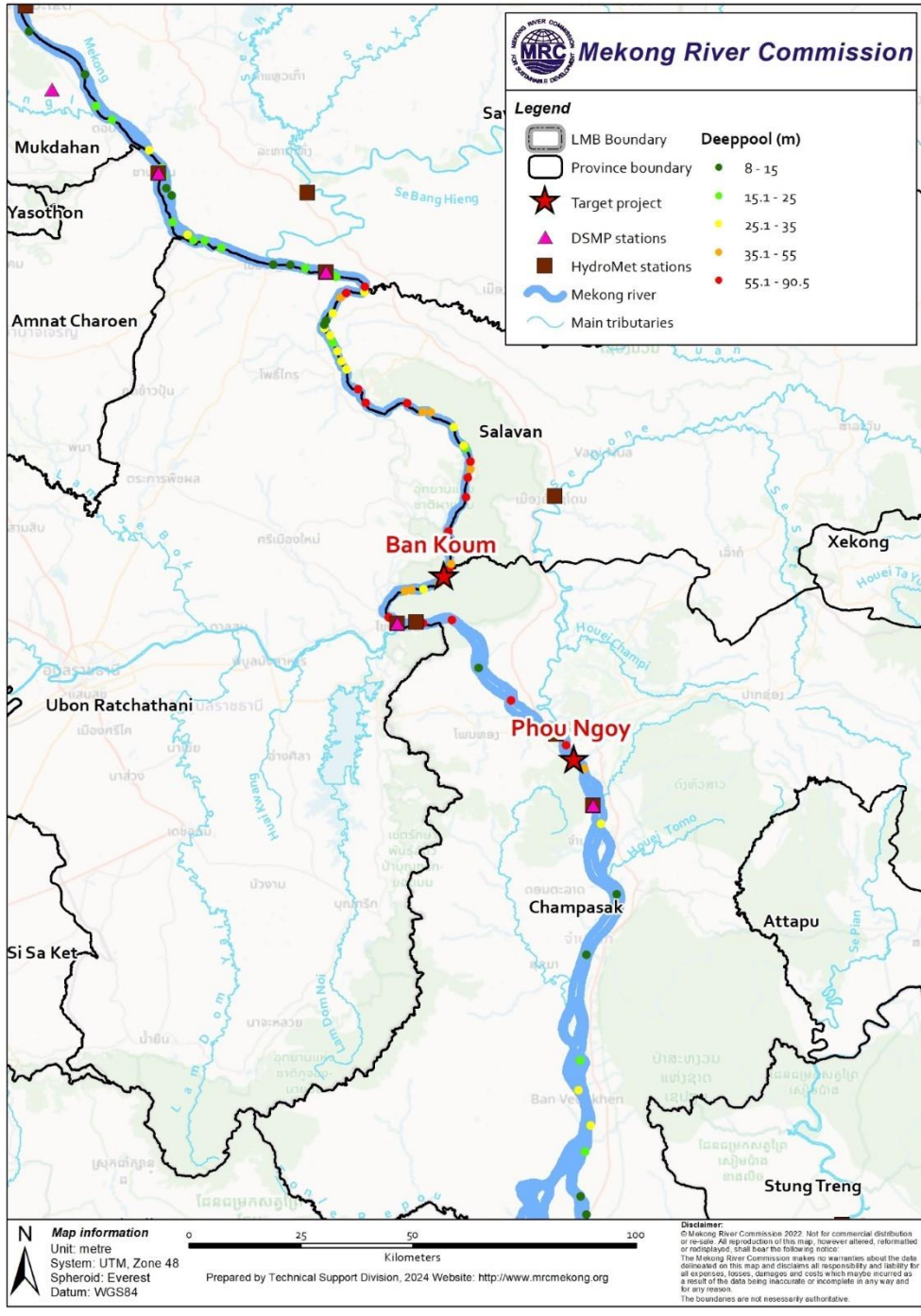
2) Pak Lay and Ban Khum dams



The distance is about 90km from Pak Lay dam down to the border of Thailand and Laos and 20km more to Chiang Khan and Sanakham, and then, about 65 km to Pak Chom dam. And about 90 km from Pak Chom dam down to Vientiane Capital. However, Sanakham project already collected data from Sanakham dam to 40km downstream. Suggest to collect data from Pak Lay dam down to Sanakham dam (about 95km), no need for upstream; and collect

from Pak Chom up to the point of 40km d/s of Sanakham dam (about 25km) and downstream of Pak Chom to Vientiane Capital?.

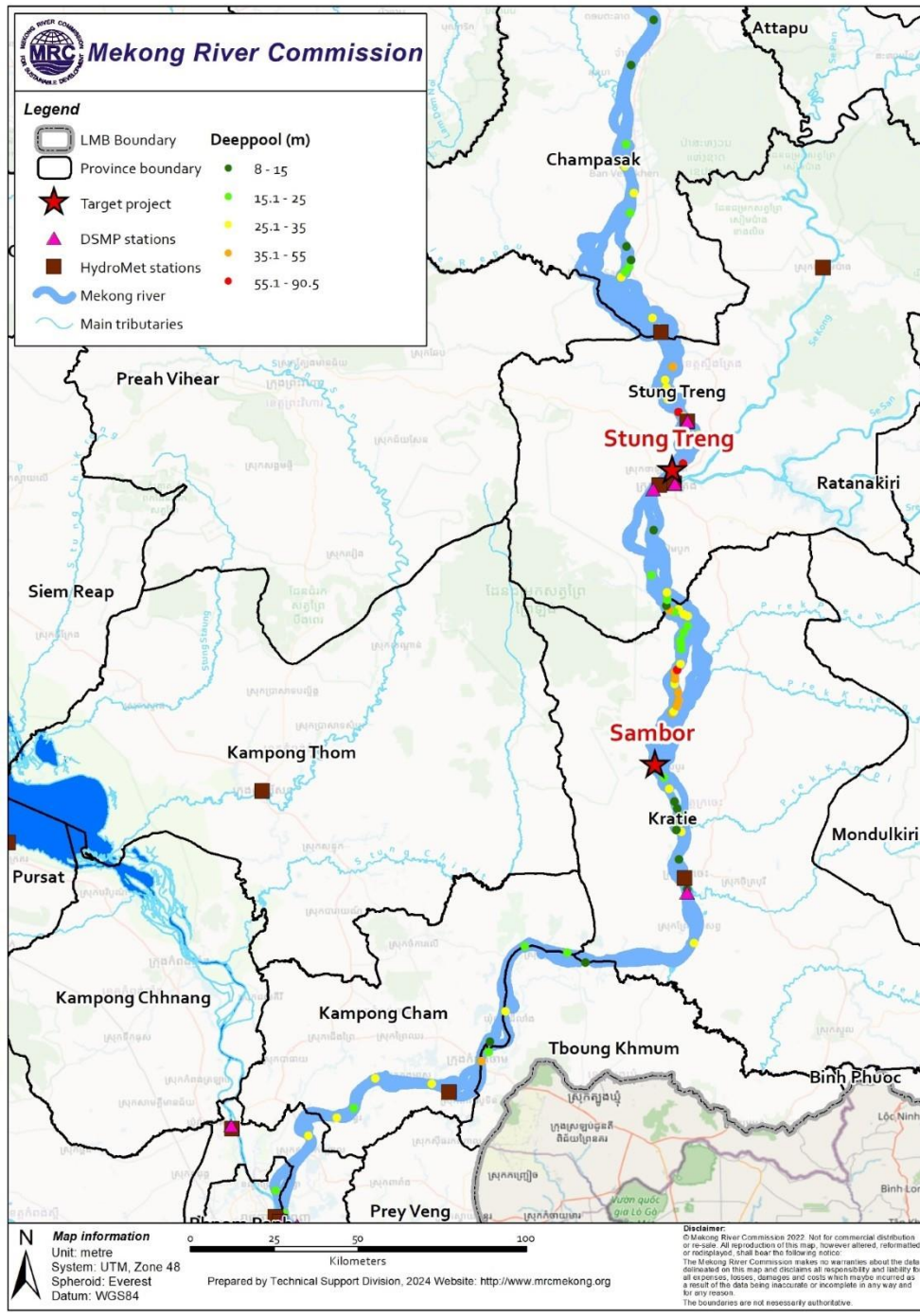
3) Ban Koum and Phou Ngoy

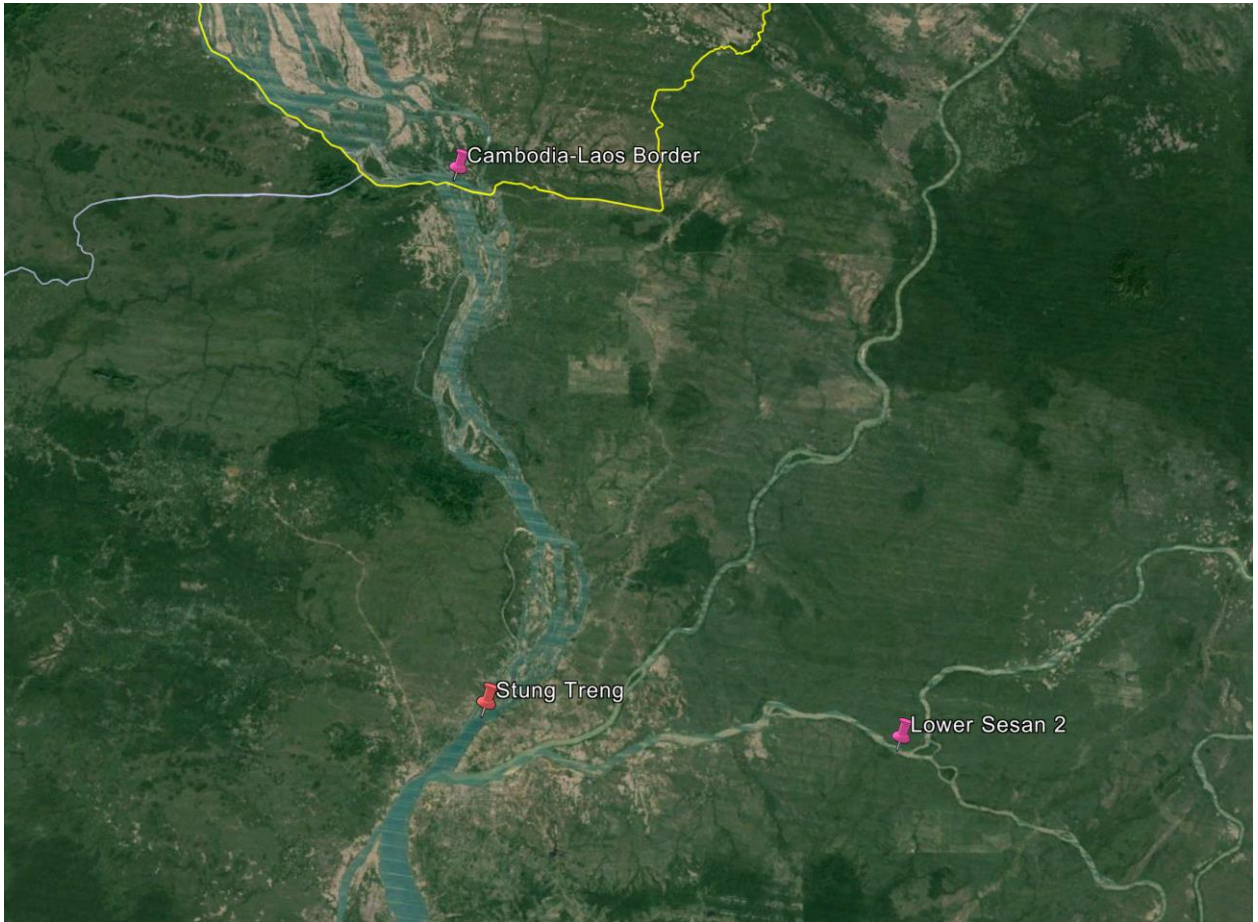


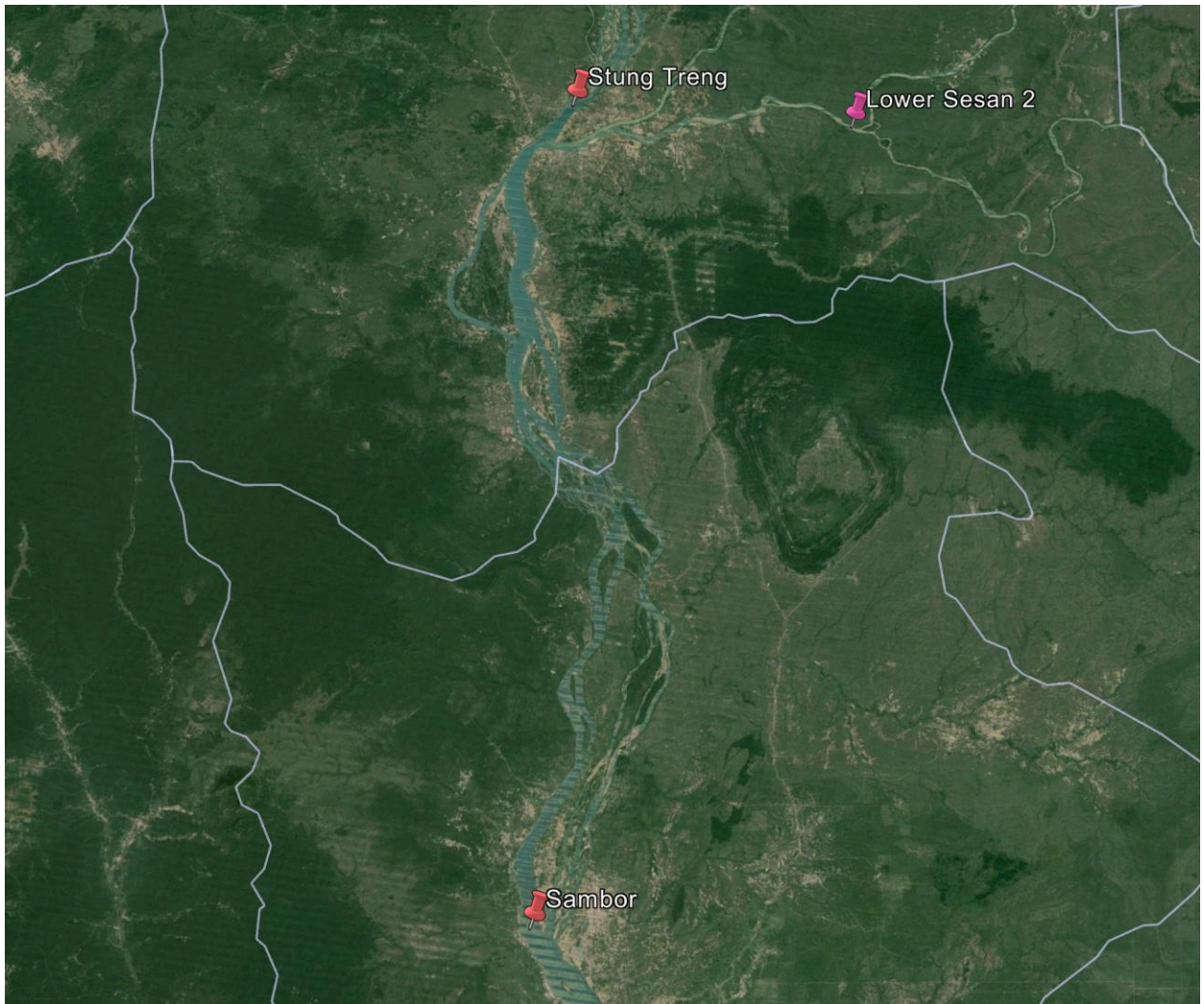


The distance from Ban Khum dam to outlet of Sebangnuan is 95km and to the outlet of Sebanghieng is 105km. and from Ban Khum down to the outlet of Nam Mun River is 23 km. For Phou Ngoy, the distance from the dam site up to the outlet of Nam Mun River is about 54 km, and about 130km from Phou Ngoy down to the border of Cambodia and Laos. Suggest to collect data from Ban Koum up to Sebanghieng river where floods always occurs (105km) and down from Ban Koum to Phou Ngoy dam (about 77 km), and cover Sebanghieng, Sebangnuon, and Sedone River (about 20 km each) and Nam Mun (about 7km to the Pak Mun dam).

4) Stung Treng and Sambor



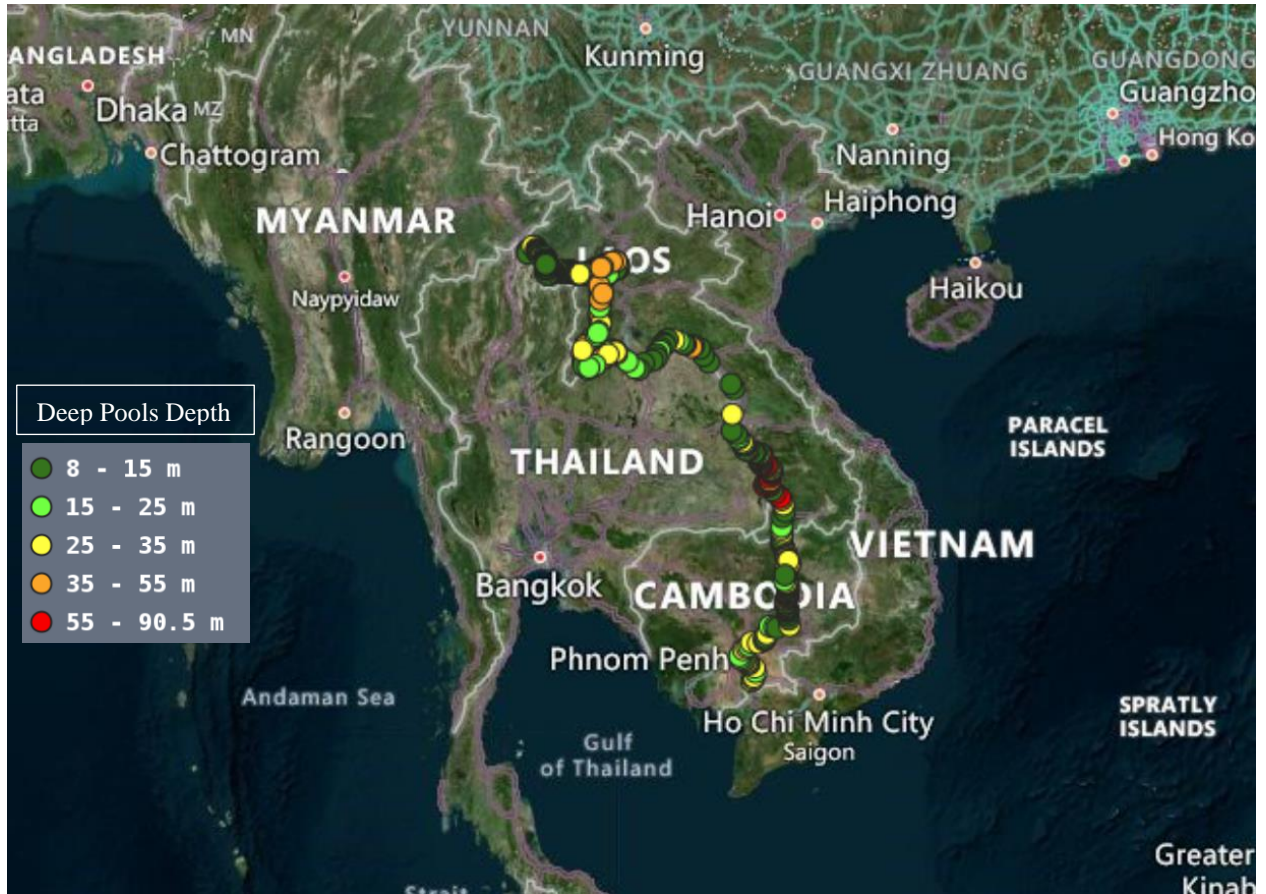


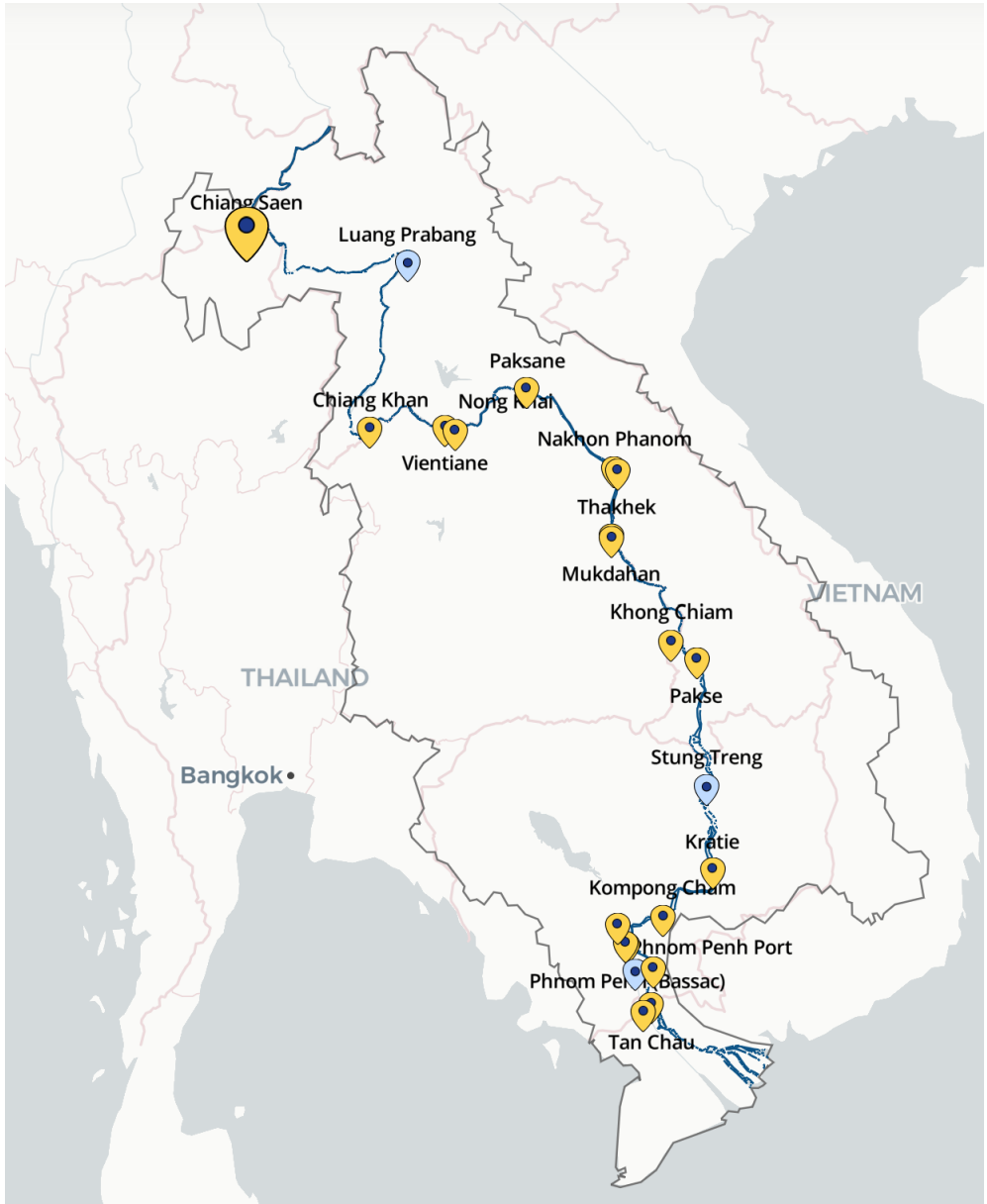


The distance from Stung Treng up to the border between Cambodia and Laos is about 45 km and about 95 km from Stung treng to Sambor. Suggest to collect data from downstream of Phou Ngoy dam site to Sambor dam site (130km+45km+95km) covering Sekong River (about 30km) and Sesan River (up to Lower Sesan 2 dam about 25km) and downstream of Sambor to about 50km.

Location of MRC forecasting stations

It is recommended for the cross-section survey for 15 km upstream and 15 km downstream of the forecasting site.





SECTION IV

TECHNICAL EVALUATION CRITERIA		
No	Criteria	Score
1	Design	30
1.1	The proposed technical proposal (including project schedule/work plan, and methodology) is in line with the deliverables and expected quality requirements	30
2	Experience and overall, of the quality material	70
2.1	Bidder shall provide a copy of similar contracts related to environment monitoring in at least 2 Projects	5
2.2	Participation as a prime supplier, management contractor, JV member, sub-contractor, in at least three (3) contracts within the last seven (3) years, each with a value of at least \$1,000,000 per contract, or in at least two (2) contracts within the last seven (7) years, each with a value of at least \$2,000,000, that have been successfully and substantially	10
2.3	Proven experience in collecting environmental data for river bathymetry, deep pool habitats, riverbank erosion, lidar drone, river bathymetry, topographical data collection, or similar data in large rivers such as the Mekong River or similar rivers. At least 3-4 Projects.	15
2.4	Proven experience in conducting data analysis and data laboratory analysis.	10
2.5	Proven adequate equipment/instruments to conduct data collection (i.e., Boat Multibeam Echosounder, High accuracy Differential GPS (DGPS), Real-Time Kinematic (RTK), High Accuracy Total Station, riverbed material/sediment sampler (Pipe dredger), etc.)	10
2.6	Has a multidisciplinary team composed of a topography expert, a mapping expert, and a data scientist, with proven experience in similar projects and meet the qualifications according to the Terms of Reference (TOR)	10
2.7	Bidder shall provide a copy of the business registration and/or Tax payment for reference.	5
2.8	Demonstrate an ability to conduct and produce the required deliverables according to the timeframe, data requirement, and scope of work	5
TOTAL TECHNICAL SCORE (*)		100

Personnels:

No.	position	No. of Person(s)	Experience (Years)
1	Team Leader: <ul style="list-style-type: none"> • Relevant advanced academic degree in Environmental Science • At least 10 Years of working experience in Environmental Survey & Assessment • Demonstrable specific experience in conducting large areas for environmental surveys: at least five 	01	10

	<p>similar projects must be included in the experience section of the proposal.</p> <ul style="list-style-type: none"> Fluency in written and speaking English 		
2	<p>Topography Specialists: (Underwater topography)</p> <ul style="list-style-type: none"> GIS (Geographic Information Systems): Proficiency in GIS software like ArcGIS or QGIS to create, analyse, and present spatial data related to underwater terrain. <p>Multibeam Sonar & Echo Sounding: Familiarity with sonar equipment, including multibeam sonar and side-scan sonar, which map underwater features.</p> <p>Bathymetry: Understanding bathymetric techniques involves measuring the depth of water bodies and charting the underwater terrain. (have experience with at least 3 Projects)</p> <ul style="list-style-type: none"> At least five (05) years of progressive experience in topographical or similar fields; Good at writing and speaking English. 	1	5
3	<p>Topography Specialists: (Ground surface)</p> <ul style="list-style-type: none"> At least a bachelor's degree in survey/civil engineering or relevant field; At least five (05) years of progressive experience in topographical or similar fields; Good at writing and speaking English. 	1	5
4	<p>GPS /GIS Specialist:</p> <ul style="list-style-type: none"> At least a bachelor's degree in survey/civil engineering or relevant field. At least five (05) years of progressive experience in GPS and GIS software applications (such as ArcMap, AutoCAD) and geography, topographical survey, or similar fields; and Good in writing and speaking English 	1	5
5	<p>UAV Pilot:</p> <ul style="list-style-type: none"> Relevant advanced academic degree in UAV, mapping, Ariel photography At least 7 years of working experience in geo-mapping Experiences in at least three similar projects 	1	7

6	Data scientist for UAV Data Processing expert: <ul style="list-style-type: none"> • Graduate in software development or data science with experience in developing Terrain models • At least 5 years' experience in geo data processing and preparation of DSM/DTM/DEM 4 	1	5

Evaluation criteria

Key reference documents

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

1. Concept Note of the project and report

Warranty: 1 year

Note:

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

SECTION V

TECHNICAL PROPOSAL FORMS

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Mr. Watt Botkosal, Director

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

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

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 STATEMENT OF AVAILABILITY

[Insert Supplier logo and paper heading]

STATEMENT OF AVAILABILITY

To: Mekong River Commission Secretariat
Administration Division

Date: _____
Ref. No.: _____

Dear Mr. Watt Botkosal, Director

Subject: RFP No.2024-004

I (We), the undersigned

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

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

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

Signature and stamp: _____

Name on behalf of the Bidder: _____

Title: _____

Date: _____

SECTION VI

FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Mr. Watt Botkosol, Director

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and 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,
Authorised Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

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

1. FORM FIN-2 BREAKDOWN OF COSTS

2. Cost Breakdown for services (fee) *

No	Deliverables	Service fee in USD or KIP	Total Price (Lump Sum, All Inclusive)
	Total Amount		

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

List of Material and Equipment Offer

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

words: ()

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

SECTION VII
Bid Security and Performance Security Form

FORM FOR BID SECURITY

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

FORM FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

SECTION VIII
Supplier Declaration Form

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

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

Full Name of Individual/Entity:			
Current Business Natures	<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 Organization (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:		
<p>The entity/person identified above here by declares and/or confirms that the entity/person including any person having powers of representation, decision-making or control over them or a member of their administrative, management or supervisory body:</p> <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	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	undertaken as per terms and condition set in the contract should any violation occurred.		
Signature and Date:	<i>I declare, on behalf of the entity or myself, that I have the power to represent the entity in making the declarations contained in this Supplier Declaration Form, that to the best of my knowledge the statements made in this Supplier Declaration Form are complete, true and correct and undertake to provide verification for any information that the MRC Secretariat may request:</i>		

**SECTION IX
VERIFICATION MATRIX**

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

(Indicative only to illustrate possible use)

Note: • Risk identified and mitigation measures described

Prepared by
(name, title, and team)

Signature

Date

Reviewed by
(name, title, and team)

Signature

Date

SECTION X

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT
(Lump sum contract)

[*Insert Contract Number/Current Year*]

**Consultancy Services Firm for the Construction of the MRC Educational Visitor Center and
Situaiion Room**

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

1. Contract Documents

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

2. Obligations of the Consultant

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

Name	Area of Expertise	Position Assigned

- 2.3 Any changes in the above key personnel shall require prior written approval of the Chief Executive Officer of the MRCS, and the Employer.
- 2.4 The Consultant shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Consultant has to submit to the Employer the deliverables specified hereunder according to the following schedule:

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

- 2.6 All reports shall be written in the English language and shall follow the technical specifications provided in the Guideline for the preparation of Sub-area Profiles. All reports shall be transmitted by the Consultant by courier to the address of the Employer specified in 9.1 below.
- 2.7 The Consultant represents and warrants the accuracy of any information or data provided to the Employer for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, the Employer shall pay the Consultant a fixed contract price of **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Consultant in the performance of the Contract.
- 3.3 Payments effected by the Employer to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by the Employer of the Consultant's performance of the Services.

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

MILESTONE ⁴	AMOUNT	TARGET DATE
[Insert milestone]	[Insert amount]	[Insert date]

4. Special Conditions

- 4.1 No special conditions shall apply.

5. Submission of Invoices

- 5.1 All original and signed invoices shall be submitted by the Consultant for the payment under the contract to MRC's Procurement Unit, address as mentioned in clause 9.
- 5.2 Invoices submitted by fax or copies of invoice shall not be accepted by the Employer.

6. Time and Manner of Payment

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

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

7. Entry into Force, Time Limits

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than **[INSERT DATE]** and shall complete the Services by **[INSERT DATE]**.

⁴ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with the Employer policies and procedures.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

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

9. Notifications

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

For the Employer:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

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

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

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

Email: procurement@mrcmekong.org

For the Consultant:

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

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

Mekong River Commission Secretariat

Consultant

Chief Executive Officer

Date:

Date:

Clearance by:

Administration Division

Funds are available and obligated by:

ANNEX I

General Conditions of Contract

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

of any part of the Related Services is subcontracted by the Supplier.

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

(o) "The Project Site," MRCS Vientiane, Lao PDR.

2. Contract Documents

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

3. Fraud and Corruption

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

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

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

4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in

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

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

4.6 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

8. Notices

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

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.
10. Settlement of Disputes 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the TOR.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary

from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment
- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
16. Taxes and Duties
- 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
17. Performance Security
- 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
18. Copyright
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
19. Confidential Information
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the MRC or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
21. Specifications and Standards
- 21.1 Technical Specifications and **Drawings**
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

- 22. Packing and Documents
 - 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
 - 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance
 - 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 24. Transportation
 - 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25. Inspections and Tests
 - 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
 - 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price,

as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

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

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature,

including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing,

specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

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

30. Change in Laws and Regulations

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

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32. Change Orders and Contract Amendments
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
33. Extensions of Time
- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which

case the extension shall be ratified by the parties by amendment of the Contract.

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

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes MRC **rapt** or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right

of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

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

35. Assignment

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

2. Performance Security

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁵ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,⁶ and any demand for payment under it must be received by us at this office on or before that date.

⁵ The MRC shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁶ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the MRC. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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

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

3. MRC Guarantee for Advance Payment

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

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

[MRC's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁷ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

⁷ The MRC shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁸]*.

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

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

⁸ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the MRC. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

ANNEX III

TERMS OF REFERENCE (TOR)

ANNEX IV
FINANCIAL PROPOSAL