



**Mekong River Commission**  
For Sustainable Development

**REQUEST FOR PROPOSAL**  
**No. RFP26-001**

**Consultancy service for implementing the ODA Japan Project Phase 3 under Development  
Component 1 (DC#1)**

**Vientiane, Lao PDR**  
**April, 2026**

## SECTION I

### INVITATION FOR PROPOSAL

#### **Consultancy Service for implementing the ODA Japan Project Phase 3 under Development Component 1 (DC#1)**

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed proposals from eligible companies to **Consultancy Service for implementing the ODA Japan Project Phase 3 under Development Component 1 (DC#1)**, 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 <sup>1</sup>.

This RFP includes the following documents:

<b>Section I</b>	Invitation for Proposals
<b>Section II</b>	Instructions to Bidders
<b>Section III</b>	Terms of Reference
<b>Section IV</b>	Evaluation Criteria
<b>Section V</b>	Technical Proposal Forms
<b>Section VI</b>	Financial Proposal Forms
<b>Section VII</b>	Bid security and Performance security
<b>Section VIII</b>	Supplier Declaration Form
<b>Section IX</b>	Verification Matrix
<b>Section X</b>	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 **29 May 2026 at 15:00** local time by courier to:

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

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

Yours sincerely,

Phetsamone Khanopphet  
Director of Administration Division  
Mekong River Commission Secretariat

<sup>1</sup> The manual is available here: <http://www.mrcmekong.org/working-with-mrc/tenders/>

## 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. Clarification

Requests 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](http://www.mrcmekong.org) under the section "Tenders".

#### 4. Language of the Proposal

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

#### 5. Proposal Currency

All prices shall be quoted in US dollars.

#### 6. Period of Validity of Proposals

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

#### **6.1. Performance Security Form (Section VII)**

##### **1. Performance Security (10% required) before signing contract**

#### **7. Submission of Proposals**

##### **7.1 Sealing and Marking of Proposals**

The proposals shall be submitted in one outer sealed envelope containing two separate sealed envelopes, one envelope containing the Technical Proposal(s) and one envelope containing the Financial Proposal(s). The outer envelope shall be clearly marked “**Proposal: RFP No.26-001 “Consultancy Service for implementing the ODA Japan Project Phase 3 under Development Component 1 (DC#1)” In Vientiane Capital, Lao PDR - DO NOT OPEN BEFORE THE SUBMISSION DEADLINE**”. The two sealed inner envelopes shall be marked “Technical Proposal (s)” and “Financial Proposal (s)” respectively. The sealed envelope shall be addressed to the Mekong River Commission Secretariat at the following address:

#### **Mekong River Commission Secretariat**

Administration Division

Procurement Unit

P.O. Box 6101, Unit 18 Ban Sithane Neua,  
Sikhottabong District, Vientiane 01000, Lao PDR.

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

Email: [procurement@mrcmekong.org](mailto: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](mailto:procurement@mrcmekong.org)
- Please be aware that bids or proposals emailed to the MRCS will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.

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

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

## **7.2 Deadline for Submission of Proposals**

The deadline for submission of the bids is **29 May 2026, at 15:00 PM** local time (Lao PDR).

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

## **7.3 Confirmation of Participation**

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

## **8. Late Proposals**

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

## **9. Criteria for Selection.**

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

### **a. 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:

80/20 where the technical proposal = 80 and the financial proposal = 20.

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

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

## **10. Association**

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

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

## **11. Rejection of proposals**

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

## SECTION III

### TERMS OF REFERENCE (TOR)

#### 1. CONSULTANCY SUMMARY

<b>Title:</b>	Consultancy service for implementing the ODA Japan Project Phase 3 under Development Component 1 (DC#1)
<b>Consultancy Type:</b>	Consulting Firm (Output-Based Lump Sum Contract)
<b>Division:</b>	Regional Flood and Drought Management Centre (RFDMC) of Technical Support Division (TD), MRC Secretariat
<b>Duration:</b>	Maximum 700 working days (intermittent) over approximately three (3) years (June 2026 – October 2029)
<b>Duty Station:</b>	Homebased with missions to MRCS (Vientiane, Lao PDR) and Member Countries as required. The consulting firm shall designate a dedicated full-time focal point at RFDMC to ensure effective coordination and delivery of the assignment.
<b>Reporting to:</b>	Director of TD and Head of RFDMC

#### 2. BACKGROUND

The Mekong River Commission (MRC), with financial support from the Government of Japan, is implementing Phase 3 (2026–2029) of the Project for Strengthening Flood and Drought Risk Management in the Lower Mekong Basin (LMB).

This phase builds upon previous achievements while addressing remaining gaps in system integration, forecasting accuracy, data management, and operational efficiency. It also supports transboundary flood and drought risk management aligned with the MRC Strategic Plan 2026–2030.

Development Component 1 (DC#1) focuses on establishing an integrated Flood and Drought Early Warning System (FDEWS), combining riverine flood forecasting, flash flood guidance (FFG), drought monitoring, and numerical weather prediction (WRF), supported by integrated data systems and user-oriented dissemination platforms.

To ensure efficiency and sustainability, MRCS will engage an international consulting firm to deliver an end-to-end solution covering system design, development, integration, testing, deployment, and capacity building.

### **3. OBJECTIVES AND EXPECTED RESULTS**

#### **3.1 Objective**

The objective of this assignment is to support the Mekong River Commission Secretariat (MRCS) in the design, development, integration, and operationalization of an enhanced and fully integrated Flood and Drought Early Warning System (FDEWS) under Development Component 1 (DC#1) of the Japan ODA Phase 3 Project.

The assignment aims to strengthen the technical capacity of MRCS to provide timely, accurate, and user-oriented forecasting services to support decision-making, disaster risk reduction, and climate resilience in the Lower Mekong Basin.

#### **3.2 Expected Results**

##### **Outcome A – Integrated Forecasting System**

1. Integrated forecasting system established
2. WRF-based numerical weather prediction operationalized
3. Enhanced data acquisition and integration systems
4. Integrated dashboard and dissemination platform developed
5. SOPs, documentation, and manuals prepared
6. Capacity of MRCS and Member Countries strengthened

##### **Outcome B – Impact-Based Forecasting**

7. Impact-Based Forecasting (IBF) system developed.

These expected results are aligned with the deliverables specified in Section 4 and contribute to Outcome A and Outcome B under DC#1.

#### **3.3 Key Performance Indicators (KPIs)**

- Measurable improvement in forecasting accuracy compared to baseline
- Successful integration of all system components
- Completion of User Acceptance Testing (UAT)
- System reliability and operational performance
- Timely delivery of outputs
- Demonstrated capacity development of MRCS and Member Countries

### **4. SCOPE OF WORKS AND DELIVERABLES**

#### **4.1 Scope of Work**

The consulting firm shall implement four key assignments under DC#1:

1. Integration of monitoring and forecasting systems and SOP development
2. Enhancement of forecasting systems (flood, drought, FFG, dashboard, dissemination)
3. Data acquisition and implementation of WRF system
4. Development of Impact-Based Forecasting (IBF)

The firm shall ensure full system integration (data, backend, frontend), testing, validation, and compliance with MRC Guidelines for Consultancy Services.

#### 4.2 Deliverables and Timeline

No.	Outcome	Deliverable and Expected Quality	Number of Days	Deadlines*	Acceptance Criteria
1	A	Design report for the enhanced integrated forecasting system.	50	September 2026	Approved system design and architecture
2	A	One operational system for WRF models with relevant reports and manuals.	70	March 2027	WRF system installed, tested, and evaluated
3	A	One unified operational system for riverine flood forecasting (short-term, medium, and long-range forecasting system) with relevant reports.	120	June 2027	Demonstrated improvement in forecasting accuracy, calibrated, and validated.
4	A	One operational drought monitoring and forecasting system with relevant reports.	100	August 2027	Integrated and validated system, demonstrated improvement in forecasting accuracy
5	A	One operational FFG monitoring and forecasting system with relevant reports.	100	August 2027	Operational and validated system, demonstrated improvement in forecasting accuracy
6	A	One tool for the enhancement of the dissemination platform and relevant reports.	60	December 2027	Functional dissemination platform
7	B	A Standard Methodological Handbook for Impact-Based Forecasting (IBF) and One Impact-Based Forecasting (IBF) System adapted from Deliverables 3, 4, & 5.	50	December 2027	Approved IBF methodology and system
8	A	One unified dashboard for all forecasting work,	90	June 2028	User acceptance achieved

No.	Outcome	Deliverable and Expected Quality	Number of Days	Deadlines*	Acceptance Criteria
		including monitoring, riverine flood, FFG, and drought.			
9	A	Deployment of all integrated systems.	20	June 2028	Fully deployed systems and fully operational
10	A	User and technical manuals for products and deliverables, Codes for systems and tools installation	10	September 2028	Complete documentation delivered
11	A	A Standard Operating Procedure (SOP) for the integration of monitoring and developed forecasting systems.	30	October 2028	Approved SOPs
<b>Total</b>			<b>700 Working days</b>		
<p><b>*Notes:</b></p> <ul style="list-style-type: none"> <li>• <i>Deadlines are indicative and may be adjusted based on implementation progress and mutual agreement between MRCS and the consulting firm.</i></li> <li>• <i>The number of working days represents the estimated level of effort on an intermittent basis and does not imply continuous engagement over the entire timeline.</i></li> <li>• <i>All deliverables shall be subject to technical review, validation, and User Acceptance Testing (UAT), as applicable, prior to formal acceptance.</i></li> </ul>					

#### 4.3 Deliverable Acceptance Process

All deliverables under this assignment shall be subject to a structured acceptance process to ensure compliance with the TOR, technical soundness, system performance, and readiness for operational use. Acceptance will be based on verification through testing, validation, and User Acceptance Testing (UAT), as applicable, and formal approval by MRCS. This process also establishes a clear audit trail linking deliverable completion to payment.

Step	Process	Description	Responsible Party
1	Submission of Deliverable	The consulting firm submits the deliverable, including all required reports, documentation, system outputs, and supporting materials, in accordance with Section 4.2.	Consulting Firm
2	Technical Review	MRCS conducts a technical review to assess compliance with TOR requirements, including completeness, quality, functionality, and system integration.	MRCS

Step	Process	Description	Responsible Party
3	Beta Version Delivery	A beta version of the systems and tools shall be delivered at least <b>six (6) months</b> prior to the final delivery deadlines for testing and validation purposes.	Consulting Firm
4	Testing and Validation	The consulting firm conducts system testing, calibration, and validation to ensure accuracy, reliability, and performance of the systems.	Consulting Firm / MRCS
5	User Acceptance Testing (UAT)	A <b>three (3) months</b> UAT phase shall be conducted with MRCS and relevant stakeholders to verify system usability and performance.	MRCS / Stakeholders
6	Feedback and Refinement	The consulting firm incorporates all feedback from the UAT and validation processes and submits revised deliverables.	Consulting Firm
7	Review through MRC Mechanisms	Deliverables are reviewed through established MRC mechanisms, including the Expert Group on Data, Modelling and Forecasting (EGDMF) and relevant regional and national consultation workshops.	MRCS
8	Final Acceptance	MRCS issues formal written acceptance upon satisfactory completion of all requirements.	MRCS
9	Basis for Payment	Payment shall be made only after formal acceptance of the deliverable, in accordance with <b>Section 7</b> .	MRCS

## 5. DURATION OF THE WORK

The assignment shall be implemented within 700 working days on an intermittent basis. The consulting firm shall submit a detailed work plan including:

- Allocation of working days
- Activity sequencing
- Alignment with deliverables

Implementation shall include:

- Beta delivery (6 months prior)
- 3-month UAT phase
- Deployment and stabilization period

MRCS reserves the right to adjust the implementation schedule, in consultation with the consulting firm, to ensure alignment with project priorities, stakeholder requirements, and operational needs.

## 6. DUTY STATION

The assignment shall be primarily homebased, with missions to MRCS (Vientiane, Lao PDR) and Member Countries, as required.

The consulting firm shall designate a dedicated full-time focal point at RFDMC to ensure effective coordination and delivery of the assignment.

Missions will cover key activities such as system design, technical coordination, testing, User Acceptance Testing (UAT), training, and deployment, and shall be aligned with the approved work plan.

The consulting firm shall be responsible for all travel, accommodation, subsistence, and related logistics. All mission-related costs shall be included in the financial proposal unless otherwise agreed with MRCS.

## 7. PAYMENT MODALITY

Payments shall be made on an output-based lump-sum basis, subject to satisfactory completion and formal acceptance of deliverables by MRCS.

### Payment Schedule:

Outcome	Deliverables	Payment (%)
Outcome A	1–3	30%
Outcome A & B	4–7	40%
Outcome A	8–11	30%

### Conditions

- Payment is made only after submission, review, and formal acceptance of deliverables
- User Acceptance Testing (UAT) is required where applicable
- MRCS may request revisions or withhold payment for non-compliant outputs

The financial proposal shall be inclusive of all costs (professional fees, travel, subsistence, and related expenses).

## 8. INTELLECTUAL PROPERTY RIGHTS

Intellectual property and copy rights - IPR: All the codes and scripts develop and use in developing the Mobile App, 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. The consultant may not share or use it for personal gain in any way.

Any utility, announcement and disclosure that is 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 occur.

## 10. REPORTING AND COORDINATION

The Firm will report to the RFDMC and coordinate with TD, AD, OCEO, MCs, regional consultancies and international partners, PO. The firm requires the following:

- Monthly progress meetings and reports on technical progress updates, milestones achieved in relation to the deliverables, highlighting any issues or risks encountered, and delineating the next steps. NMCS may participate in these technical meetings for following up actions.
- Contributions to mid-year and annual progress reports, highlighting local perspectives and community-level impacts.
- Regular participation in coordination meetings with MCs, the international consultant, and other stakeholders.
- Other meetings and reports on requests.

## 11. QUALIFICATIONS OF THE CONSULTANCY FIRM AND TEAM COMPOSITIONS

Bidding consultancy firms are expected to demonstrate compliance with basic organizational requirements, set out their proposed approach and specify the delivery team in order to meet the specified tasks (for each of the assignments given in this and follow-on TORs). The latter should include setting-out members, providing their CVs and specifying the number of days required and team mix. These are specified in more detail, and will be scored as given, in the tables below. Proposers should include these details within submitted bid packages.

### 11.1 QUALIFICATION OF THE FIRM

<b>Reputation</b>	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"><li>• Financial stability</li><li>• Use of consortium arrangements, holding company, or one single firm</li><li>• Age/size of the firm</li></ul>
<b>Experiences</b>	Relevance of: <ul style="list-style-type: none"><li>• 10 years of professional experience in forecasting tool development, integration, decision support systems</li><li>• Proven expertise in hydrological and meteorological modeling, forecasting systems, and early warning system development.</li><li>• Strong capacity for stakeholder engagement, including workshop facilitation and training at regional and national levels.</li><li>• Proficiency in data acquisition and integration, including satellite-based data and high-resolution weather forecasting models.</li></ul>

	<ul style="list-style-type: none"> <li>• Ability to develop user-friendly communication platforms and dashboards for technical and non-technical audiences.</li> <li>• Experience in project management, with a track record of delivering complex, multi-year projects on time and within budget.</li> <li>• Multilingual capabilities to produce materials in multiple languages for accessibility</li> </ul>
<b>Competencies</b>	Proficient with new technologies in river basin forecasting or early warning system. Knowledge of technological advancement of integrated forecasting system between back-end and front-end. Excellent writing skills, technical reports and presentation, etc.
<b>Equipment</b>	Modeling tools, basin forecasting platform, etc.
<b>Contextual</b>	Experience working in the Mekong region context is necessary – working in the country or region as well as the technology in modeling and forecasting system is a strong asset.

To ensure that bidders prepare a realistic and comparable financial proposal, the consulting firm shall propose a minimum team consisting of the following key experts. The bidder shall allocate the level of effort across experts within the maximum ceiling of 700 working days for the entire assignment.

#### 11.1.1 Qualification of Team Leader

<b>Education</b>	At least Master’s degree (PhD preferred) in hydrology, meteorology, water resources engineering, or related discipline.
<b>Experiences</b>	At least 10–15 years of relevant professional experience in hydrological forecasting or early warning systems.
<b>Competencies</b>	Demonstrated experience in leading international consultancy teams
<b>Language Requirement</b>	English
<b>Other requirement (if any)</b>	Familiarity with the water resources projects in the Lower Mekong Basin region and similar regional operating environments.
<b>Key responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide overall leadership, coordination, and quality assurance for the assignment.</li> <li>• Lead the development and enhancement of the Integrated Flood and Drought Early Warning System (FDEWS).</li> <li>• Coordinate technical contributions from all experts and ensure integration of modelling, forecasting, and ICT components.</li> <li>• Liaise closely with MRCS technical teams and national agencies.</li> </ul>
<b>Indicative level of effort</b>	120–150 working days

#### 11.1.2 Qualification of River flood forecasting and flash flood Experts (1–2 Experts)

<b>Education</b>	At least Master’s degree (PhD preferred) in hydrology, meteorology, hydraulic engineering, or water resources engineering, or related discipline.
<b>Experiences</b>	At least 10 years of relevant professional experience in hydrological forecasting or early warning systems.
<b>Competencies</b>	Demonstrated experience in international consultancy teams

<b>Language Requirement</b>	English
<b>Other requirement (if any)</b>	Familiarity with the water resources projects in the Lower Mekong Basin region and similar regional operating environments.
<b>Key responsibilities</b>	<ul style="list-style-type: none"> <li>• Improve river flood forecasting models and forecasting methodologies.</li> <li>• Support modelling of tributary systems and integration with basin-scale forecasting.</li> <li>• Conduct model calibration, validation, and performance improvement.</li> <li>• Support the enhancement and operational improvement of Flash Flood Guidance (FFG) systems.</li> <li>• Integrate flash flood forecasting tools with the broader forecasting framework.</li> <li>• Support operational forecasting procedures and real-time analysis.</li> </ul>
<b>Indicative level of effort</b>	150–180 working days (combined)

#### 11.1.3 Qualification of Drought monitoring and forecasting Expert (1 Expert)

<b>Education</b>	At least Master's degree (PhD preferred) in climatology, hydrology, meteorology, water resources engineering, or related discipline.
<b>Experiences</b>	At least 10 years of relevant professional experience in drought monitoring and forecasting systems or early warning systems.
<b>Competencies</b>	Demonstrated experience in international consultancy teams
<b>Language Requirement</b>	English
<b>Other requirement (if any)</b>	Familiarity with the water resources projects in the Lower Mekong Basin region and similar regional operating environments.
<b>Key responsibilities</b>	<ul style="list-style-type: none"> <li>• Enhance drought monitoring systems and drought early warning indicators.</li> <li>• Develop drought indices and integrate drought forecasting tools into the FDEWS platform.</li> <li>• Support drought risk assessment and monitoring methodologies.</li> </ul>
<b>Indicative level of effort</b>	80–100 working days

#### 11.1.4 Qualification of Hydro-informatic and database Specialists (1–2 Experts)

<b>Education</b>	At least Master's degree (PhD preferred) in computer science, information technology, hydro-informatics, environmental database system or related discipline.
<b>Experiences</b>	At least 10 years of relevant professional experience in hydro-informatic data integration for forecasting or early warning systems.
<b>Competencies</b>	Demonstrated experience in international consultancy teams
<b>Language Requirement</b>	English
<b>Other requirement (if any)</b>	Familiarity with the water resources projects in the Lower Mekong Basin region and similar regional operating environments.

<b>Key responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop and maintain system architecture for the integrated forecasting platform.</li> <li>• Develop the back end and front-end of the dashboard or relevant user interface for integration of developed forecasting system.</li> <li>• Support integration of forecasting models, databases, and visualization systems.</li> <li>• Ensure system interoperability, operational stability, and data management.</li> </ul>
<b>Indicative level of effort</b>	120–150 working days (combined)

### 11.1.5 Financial Proposal Requirement

The consulting firm shall submit a lump-sum financial proposal in United States Dollars (USD), covering all costs required for the implementation of the assignment.

The proposal shall be all-inclusive, including:

- Professional fees
- Travel arrangements
- Accommodation and subsistence
- Any other related expenses

A brief cost breakdown shall be provided, indicating professional fees (working days and rates) and major cost components.

The total amount shall remain fixed for the duration of the contract, unless otherwise agreed in writing with MRCS.

## 12. CRITERIA FOR EVALUATION OF PROPOSAL

### 12.1 TECHNICAL PROPOSAL

The total number of points allocated for the technical proposal is 100. The technical proposal of the offer is evaluated based on following criteria:

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1	Expertise of firm	30
2	Approach and Implementation Plan (Methodology)	40
3	Management Structure and key proposed personnel	30
<b>Total points</b>		<b>100</b>

## 12.2 EXPERTISE OF THE FIRM / ORGANIZATION (30 POINTS)

No.	Criteria	Requirements	Score
1	Relevant Experience in Integrated Flood & Drought Forecasting	Minimum 15 years of professional experience in forecasting tool development, integration and decision support systems; demonstrated track record in hydrological and meteorological forecasting system development and integration	10
2	Experience in Early Warning Systems and Numerical Weather Prediction	Proven expertise in development of Early Warning Systems (EWS), Decision Support Systems (DSS), and WRF-based Numerical Weather Prediction (NWP); Impact Based Forecasting (IBF) which has at least one operational/live system implemented	10
3	Regional and Development Cooperation Experience	Proven work experience in Southeast Asia, particularly in transboundary river basins such as Mekong region and regional organizations; minimum experience in development cooperation projects	10
<b>Sub-total</b>			<b>30</b>

## 12.3 PROPOSED METHODOLOGY AND TECHNICAL APPROACH (40 POINTS)

No.	Criteria	Requirements	Score
1	Technical Understanding and System Integration Approach	Clear understanding of TOR and coherent integration of backend systems (models, WRF, FFG, drought, data integration), Impact Based Forecasting (IBF) and frontend (dashboard, dissemination platform)	15
2	Workplan, Deliverables Sequencing and Risk Management	Realistic timeline including Beta version, UAT process, refinement phase, deployment and operationalization strategy; identification and mitigation of risks	10
3	Innovation, Sustainability and Capacity Building Approach	Clear plan for SOP development, documentation, training programs, measurable improvement over baseline, and long-term sustainability	10
4	Data Acquisition and Interoperability Strategy	Strategy for integration of forecasting data (ECMWF, GFS, others), satellite data, hydropower modules, tributary modeling and system interoperability	5
<b>Sub-total score</b>			<b>40</b>

### 12.3 PROPOSED PERSONNEL (30 POINTS)

Criteria	Requirements	Score
<b>Team leader</b>		
Education	Master degree (preferable PhD) in Hydrology, meteorology, hydrodynamic, hydro-informatics or related field	2
Professional Experience	Minimum 10 years of experience in hydrometeorology modeling and forecasting; minimum 5 years in data integration, monitoring, analysis and modelling	4
Leadership Experience	Minimum 10 years as project team leader or manager	4
Regional & DC Experience	Minimum 10 years in Southeast Asia projects; minimum 2 years in development cooperation projects	2
Modeling System Development	At least one operational/live modeling system developed	2
Language	C1-level proficiency in English	1
<b>Sub-total</b>		<b>15</b>
<b>Technical Experts – Expert Pool (3 – 6 experts)</b>		
Education	Master’s degree (preferably PhD) in Hydrology, meteorology, hydrodynamic, hydro-informatics, Data Science or related field	2
General Professional Experience	1–2 experts with 10 years in hydrological sector; 2 experts with 7 years in data science; 1–2 experts with 7 years in disaster management	4
Specific Experience	1–2 experts with minimum 5 years in modeling and forecasting tool development (IBF), integration and DSS	4
Regional Experience	2–4 experts with minimum 5 years in Southeast Asia, particularly in the Mekong region.	2
Development Cooperation Experience	2–4 experts with minimum 5 years in development cooperation projects	2
Language	C1-level English proficiency	1
<b>Sub-total</b>		<b>15</b>
<b>Total points</b>		<b>30</b>

#### Minimum Technical Threshold

The threshold for technical proposals is set at a minimum score of **80 points out of 100 points**. Technical proposals which do not reach this minimum score will not be considered for financial evaluation.

## APPENDIX I: DETAILED ASSIGNMENTS

### **Assignment 1: Output A.1. Enhancement of the integration standard procedure between river monitoring and forecasting systems**

- Review current workflows for river monitoring and forecasting, including existing databases, tools, modeling systems, and forecasting websites.
- Undertake a baseline assessment of the systems and tools developed under Japan Phase 2, review the current forecasting and monitoring system to report the system architecture, data sources, modeling approaches, operational procedures, and any existing limitations and formulate clear, actionable recommendations for system improvements. Develop a Standard Operating Procedure (SOP) manual, including detailed flow diagrams, clear role definitions, and timelines for each phase of data integration, response, and forecast website monitoring.
- Conduct consultation workshops (both regional and national levels) with MCs.

### **Assignment 2: Output A.2. Enhancement of the back-end and frontend of the forecasting system in an integrated manner**

#### **A. Riverine flood forecasting (short-term forecasting)**

- Review current back-end modeling and forecasting systems, particularly the upgraded Decision Support Framework (DSF) considering Hydropower Plant (HPP) modules and comprehensive modeling systems.
- Design and enhance the integration of back-end tools as one unified platform, including the integration of forecasting models and data utilization.
- Enhance the Flood mapping system.
- Acquire high-resolution rainfall forecast data from international agencies, such as ECMWF (9Km or higher resolution for all rainfall forecast ensembles).
- Implement and deploy the integrated system.
- Conduct consultation workshops and capacity building (both regional and national levels) with MCs.
- Demonstrate that the enhanced system delivers measurable improvements compared to the previous system.

#### **B. Medium- and Long-range Flood and Drought Forecasting System**

- Review current back-end modeling and forecasting systems, particularly the ML FDF system.
- Design and enhance the integration of back-end tools, including the integration of forecasting models and data utilization.
- Design and enhance the integration of back-end tools for the integration of a HPP module and data utilization.
- Design and enhance the integration of back-end tools for the integration of a tributary forecasting module and data utilization.
- Enhance the model system accuracy and the flood mapping tool.

- Acquire high-resolution rainfall forecast data from international agencies, such as ECMWF (9Km or higher resolution for all rainfall forecast ensembles).
- Implement and deploy the integrated system.
- Demonstrate that the enhanced system delivers measurable improvements compared to the previous system.
- Conduct consultation workshops and capacity building (both regional and national levels) with MCs.

### **C. Drought monitoring and forecasting**

- Review current back-end system of drought monitoring and forecasting, including workflow, platform (e.g., RHEAS), tools, data and models.
- Design the approach and methodology to enhance the drought monitoring system in an integrated manner by utilizing a unified system and dataset.
- Enhance drought monitoring data, drought indices to include comprehensive agricultural drought by incorporating crop models into the platform.
- Utilize satellite-based information such as SMAP and other sources for improving drought monitoring.
- Implement and deploy the drought monitoring and forecasting systems.
- Demonstrate that the enhanced system delivers measurable improvements compared to the previous system.
- Conduct consultation workshops and capacity building (both regional and national levels) with MCs.

### **D. Flash Flood Guidance System (FFG)**

- Review current back-end system, including the back-end of SEAFFGS and MRC FFG portal.
- Create rainfall threshold analysis for FFG (piloting) using historical rainfall and flash flood events data and marking danger zones in red for display in community centers and government offices.
- Enhance the methodology for landslides in the SEAFFGS incorporation with Hydrologic Research Center (HRC, USA).
- Design the approach and methodology to enhance the SEAFFGS and MRC FFG portal in an integrated manner by utilizing a unified system and dataset (incorporation with HRC and ADPC).
- Implement and deploy FFG system at MRC server (incorporation with HRC).
- Conduct consultation workshops and capacity building (both regional and national levels) with MCs.

### **E. Dissemination platform and services**

- Develop customizable templates for bulletins with infographics, graphs, and maps to convey critical information clearly to non-technical audiences.
- Design and develop a reporting module, integrated with automatic bulletin generation and e-mail within the platform, that tracks alert dissemination metrics (e.g., number of recipients and response rates). This can be linked to the front-end dashboard (A.2.5) and other products from the Met Office project.

### **F. User-friendly front-end (dashboard)**

- Review the current front-end, including the Water Status Dashboard (WSD) (under upgraded DSF) and other relevant front-end systems.

- Design the approach and methodology to integrate existing front-end systems into one unified front-end.
- Implement and deploy the integrated front-end system.
- Conduct consultation workshops and capacity building (both regional and national levels) with MCs.

**Assignment 3: Output A.3. Comprehensive data acquisition for the enhancement of the forecasting system**

**A. Numerical Weather Prediction using WRF model**

- Install high computation units for Weather Research and Forecasting (WRF) model runs for rainfall forecast for the entire Mekong basin (upper and lower basin).
- Acquire historical satellite products for flood and drought risk assessment.
- Acquire forecasting rainfall datasets for enhancement of the forecasting system, including IFS and ensembles from ECMWF and GFS (NCEP) and so on.
- Develop data transfer and storage between regional and national agencies.
- Test, calibrate, validate, and operate the WRF model, ensuring reliable weather forecast data for RFDMC's forecasting routines.
- Lead training programs for MRC RFDMC to enhance technical capacity in WRF modeling and meteorological forecasting.
- Lead training programs for MCs to enhance technical capacity in hydro-meteorological forecasting.
- Contribute to briefing, technical reports, notes, and advisory bulletins related to hydrometeorology.
- Develop and document a workflow for Numerical Weather Prediction (NWP) using the WRF model to support operational forecasting.

**Assignment 4: Output B.2. Development of Impact-Based Forecasting (IBF)**

**A. Develop the tributaries' forecasting system (riverine flood)**

- Develop and deploy customized modeling system (based on Activity A.2.1) for the entire LMB basin, integrating local data and climate projections.
- Calibrate and validate the forecasting models for better accuracies and performances.
- Formulate the dissemination for tributary forecasting in form of e.g., webpage, bulletin, etc.
- Conduct the consultation workshop and capacity building (national and regional levels)

**B. Design and implementation of the Impact-Based Forecasting (IBF)**

- Develop a Standard Methodological Handbook for IBF, which may be enhanced from the IBF under the Met Office project.
- Incorporate the risk information into the forecasting for both short-term, medium and long range or outlook.
- Develop functional requirements and tools for impact-based forecasting for operational workflow.
- Test and evaluate the IBF system and the implementation including deployment in MRC server.

- Create a dynamic dashboard that links forecasts with impact analyses, allowing policymakers to visualize potential effects on vulnerable populations linked with activity A.2.6.
- Integrate developed products with and improve the existing bulletins
- Redesign existing bulletins to ensure they are visually distinct for easy interpretation via any channels including bulletins, website, etc. (linked with activity A.2.5)
- Provide training to local agencies on effectively communicating tributary-focused bulletins.
- Establish a pilot alert system that triggers sound when conditions surpass predefined thresholds.
- Conduct the consultation workshop (national and regional levels).
- Link products to ones under the Met Office project.

**SECTION IV**

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>No</b>	<b>Criteria</b>	<b>Score</b>
<b>1</b>	<b>Expertise of the firm/organization</b>	<b>30</b>
1.1	<b>Relevant Experience in Integrated Flood &amp; Drought Forecasting:</b> Minimum 15 years of professional experience in forecasting tool development, integration and decision support systems; demonstrated track record in hydrological and meteorological forecasting system development and integration	10
1.2	<b>Experience in Early Warning Systems and Numerical Weather Prediction:</b> Proven expertise in development of Early Warning Systems (EWS), Decision Support Systems (DSS), and WRF-based Numerical Weather Prediction (NWP); Impact Based Forecasting (IBF) which has at least one operational/live system implemented	10
1.3	<b>Regional and Development Cooperation Experience:</b> Proven work experience in Southeast Asia, particularly in transboundary river basins such as Mekong region and regional organizations; minimum experience in development cooperation projects	10
<b>2</b>	<b>Proposed methodology and technical approach</b>	<b>40</b>
2.1	<b>Technical Understanding and System Integration Approach:</b> Clear understanding of TOR and coherent integration of backend systems (models, WRF, FFG, drought, data integration), Impact Based Forecasting (IBF) and frontend (dashboard, dissemination platform)	15
2.2	<b>Workplan, Deliverables Sequencing and Risk Management:</b> Realistic timeline including Beta version, UAT process, refinement phase, deployment and operationalization strategy; identification and mitigation of risks	10
2.3	<b>Innovation, Sustainability and Capacity Building Approach:</b> Clear plan for SOP development, documentation, training programs, measurable improvement over baseline, and long-term sustainability	10
2.4	<b>Data Acquisition and Interoperability Strategy:</b> Strategy for integration of forecasting data (ECMWF, GFS, others), satellite data, hydropower modules, tributary modelling and system interoperability	5
<b>3</b>	<b>Proposed Personnels</b>	<b>30</b>
3.1	<b>Team Leader</b>	<b>15</b>
3.1.1	Master degree (preferable PhD) in Hydrology, meteorology, hydrodynamic, hydro-informatics or related field	2
3.1.2	<b>Minimum 10 years</b> of experience in hydrometeorology, modelling and forecasting; <b>minimum 5 years</b> in data integration, monitoring, analysis and modelling	4
3.1.3	Minimum 10 years as project team leader or manager	4
3.1.4	Minimum 10 years in Southeast Asia projects; minimum 2 years in	2

No	Criteria	Score
	development cooperation projects	
3.1.5	At least one operational/live modelling system developed	2
3.1.6	C1-level proficiency in English	1
3.2	<b>Technical Experts – Expert Pool (3 – 6 experts)</b>	<b>15</b>
3.2.1	Master’s degree (preferably PhD) in Hydrology, meteorology, hydrodynamic, hydro-informatics, Data Science or related field	2
3.2.2	1–2 experts with 10 years in hydrological sector; 2 experts with 7 years in data science; 1–2 experts with 7 years in disaster management	4
3.2.3	1–2 experts with minimum 5 years in modeling and forecasting tool development (IBF), integration and DSS	4
3.2.4	2–4 experts with minimum 5 years in Southeast Asia, particularly in the Mekong region.	2
3.2.5	2–4 experts with minimum 5 years in development cooperation projects	2
3.2.6	C1-level English proficiency	1
	<b>TOTAL TECHNICAL SCORE (*)</b>	<b>100</b>

**Note:**

(\*) The acceptable threshold for technical proposals is set at a minimum score of **80 points** out of 100 points. Technical proposals which do not reach this minimum score will not be considered for financial evaluation.

## SECTION V

<b>TECHNICAL PROPOSAL FORMS</b>
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### FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Mr. Phetsamone Khanophet, Director

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

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

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**FORM TECH-2 STATEMENT OF AVAILABILITY**

*[Insert Supplier logo and paper heading]*

**STATEMENT OF AVAILABILITY**

To: Mekong River Commission Secretariat  
Administration Division

Date: \_\_\_\_\_  
Ref. No.: \_\_\_\_\_

Dear Mr. Phetsamone Khanophet, Director

**Subject: RFP No.26-001**

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

<b>FINANCIAL PROPOSAL FORMS</b>
---------------------------------

### FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Mr. Phetsamone Khanopphet, Director

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

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:

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



**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(not required)**

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

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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 RFP26-001); 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.

<b>Full Name of Individual/Entity:</b>		
<b>Current Business Natures</b>	<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):
<b>Key Detail of the Current Business:</b>		
<b>Business Structure (if applicable):</b>	<b>Business Type:</b>	
<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	
<b>Registration or Formation of business (if applicable):</b>	Country/State:	
	Time of registration (date/month/year):	
	Percentage of Ownership:	
	Business license number:	
<p><b>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:</b></p> <ul style="list-style-type: none"> <li>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;</li> </ul>		

- 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.

<b>Consent:</b>	Agrees to the MRC rules for protection of personal data.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
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	Agrees to the MRC publishing information regarding the bidder in accordance with its Procurement Manual.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
	Agrees to the MRC's established rules and regulations, and disciplinary measures will be undertaken as per terms and condition set in the contract should any violation occurred.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>Signature and Date:</b>	<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 MRC 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]

[Title of the project]

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.....** (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 (General conditions of contract);
  - b) the Terms of Reference for the Service, attached hereto as Annex II.
  - c) the financial proposal from the Consultant and CV, attached hereto as Annex III.
- 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 <sup>2</sup>	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]**.

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.

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<sup>2</sup> 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.

**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](mailto: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, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</li> </ul>
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)<sup>3</sup> 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]*,<sup>4</sup> and any demand for payment under it must be received by us at this office on or before that date.

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<sup>3</sup> *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.*

<sup>4</sup> *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)<sup>5</sup> 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]*

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<sup>5</sup> 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 date<sup>6</sup>]*.

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

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

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<sup>6</sup> *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 II***

**TERMS OF REFERENCE (TOR)**

**ANNEX III**  
**FINANCIAL PROPOSAL**