

RFP26 003 Clarification Questions - Contractual

To Mekong River Commission Secretariat Procurement Unit

Assignment International Consulting Firm for implementing the Ecosystem-based Adaptation Pilot Projects as Part of 9C-9T Project in Cambodia and Thailand

Date 25 September 2026

We respectfully request clarification of the matters set out below to support a complete and responsive proposal. References use the section titles and printed page numbers in the issued RFP.

ID	RFP reference	Query
Q01	Draft Contract clause 4.1, p.49; GCC references to SCC, including clauses 9, 10, 15, 17, 23, 25, 26 and 27	Draft Contract clause 4.1 states that no Special Conditions apply, while numerous General Conditions refer to matters to be specified in the SCC. Please confirm whether a completed SCC will be issued before submission or contract signature. No separate SCC will be issued. As stated in Draft Contract Clause 4.1, no Special Conditions apply to this Contract.
Q02	GCC clause 9, p.56	Please confirm the governing law. GCC clause 9 refers to the laws of the Purchaser's Country, but the applicable country is not expressly completed in the draft contract. The Purchaser's Country is Lao PDR. The applicable provisions of the Contract documents shall apply.
Q03	GCC clause 10, p.56	Please confirm the arbitration rules, seat, language and appointing authority. GCC clause 10 refers to rules to be specified in the SCC, but no completed SCC is included. GCC Clause 10 shall apply. The parties shall first seek to resolve any dispute amicably in accordance with Clause 10.1. If unresolved after twenty-eight (28) days, Clause 10.2 provides for arbitration. However, no specific arbitration rules of procedure are provided, as Clause 10.2 refers to rules to be specified in the SCC, while Draft Contract Clause 4.1 states that no Special Conditions apply.

ID	RFP reference	Query
Q04	Annex I GCC, including clauses 11-17 and 21-28, pp.56-64	Please confirm that the professional-services contract will be amended to remove or appropriately adapt provisions written for the supply of goods, including references to goods, packing, shipping, Incoterms, transport, goods warranties and defective equipment. This RFP is for professional consultancy services covering engineering/design and construction supervision, not for the supply of goods or execution of construction works. Accordingly, GCC provisions relating exclusively to the supply, packing, shipment or transportation of goods are not applicable to this consultancy assignment.
Q05	TOR Work Packages 5 and 11, pp.16 and 25-26; completion requirements, pp.16-17 and 26	Please confirm that the Consultant is not assuming responsibility for the construction contractor's means and methods, site safety obligations, workmanship, latent defects, or performance of the completed works beyond the Consultant's professional duty of care. The Consultant is responsible for the professional design and construction-supervision services specified in the TOR. The construction contractor remains responsible for execution of the construction works, while the Consultant shall review, inspect and verify compliance as required under the TOR.
Q06	TOR completion requirements, pp.17 and 26	Please clarify the intended meaning of 'certificates of correctness confirmation' and confirm the standard of care and extent of responsibility attached to any certificate, approval, review, inspection or acceptance issued by the Consultant. The certificate of correctness confirmation refers to the Consultant's verification, based on final inspection and verified quantities, that the completed works comply with the approved technical requirements. This does not transfer the construction contractor's responsibility for execution of the works to the Consultant.

ID	RFP reference	Query
Q07	Draft Contract clause 2.1, p.47; clause 2.7, p.48; TOR design obligations	Please confirm whether any fitness-for-purpose obligation is intended. If not, please confirm that the Consultant's obligation is to exercise reasonable skill, care and diligence consistent with generally accepted professional practice. No separate fitness-for-purpose obligation is specified. The Consultant shall perform the Services with due diligence and efficiency and ensure the quality of deliverables in accordance with the Contract, TOR, and applicable industry and professional standards.
Q08	GCC clause 28, Limitation of Liability; Draft Contract clause 4.1, p.49	GCC clause 28 provides for the Consultant's aggregate liability to be limited to the amount specified in the SCC. As no completed SCC has been issued and Draft Contract clause 4.1 states that no Special Conditions apply, please confirm that the Consultant's total aggregate liability under or in connection with the Contract will be capped at an amount equal to the Contract Price. In accordance with GCC Clause 29.1, the Consultant's aggregate liability shall not exceed the total Contract Price, subject to the exceptions specified in that Clause.
Q09	GCC clause 17, pp.57-58; Draft Contract clause 4.1, p.49	Please confirm whether a performance security is required. GCC clause 17 applies only if required in the SCC, while draft Contract clause 4.1 states that no Special Conditions apply. No performance security is specified as a requirement under the RFP.
Q10	GCC clause 17, pp.57-58; Performance Security form, pp.68-69	If a performance security is required, please specify its percentage or amount, issuing-institution requirements, wording and governing rules, validity, release date, currency, permitted reductions and any warranty-period requirement. Not applicable, as no performance security is specified as required under the RFP.

ID	RFP reference	Query
Q11	TOR Payment Modality, pp.31-32; Advance Payment Guarantee form, pp.69-70	The TOR provides for a 10% mobilisation payment following contract signature. Please confirm whether an advance payment guarantee is required for this payment. The TOR provides for a 10% mobilisation payment. No Advance Payment Guarantee is expressly specified as a requirement under the RFP.
Q12	Advance Payment Guarantee form, pp.69-70	If an advance payment guarantee is required, please confirm its amount, expiry or reduction mechanism, acceptable issuer, required wording and release point. Not applicable, as no Advance Payment Guarantee is expressly specified as required under the RFP.
Q13	Section IX and Annex I	Please confirm that no parent company guarantee, retention, warranty bond or other financial security will be required. No parent company guarantee, retention, warranty bond or other financial security is specified as a requirement under the RFP.
Q14	Draft Contract clause 6.1, p.49; GCC clause 15.3, p.57	Please confirm a 30-day payment period will apply as per Contract clause 6.1 rather than the 60-day period in GCC clause 15.3. Invoices shall be paid within thirty (30) days from the date of their acceptance by the Employer, in accordance with Draft Contract Clause 6.1.
Q15	Draft Contract clauses 3.5 and 6.1, p.49; TOR Payment Modality, pp.31-32; Part A, Main Deliverables, 6.1 and 6.2, p.18; Part B, Main Deliverables, 12.1 and 12.2, p.27	Please confirm the review period within which the Employer must accept or reject deliverables, milestone submissions and invoices. No specific review period is stipulated in the RFP. In accordance with Draft Contract Clause 6.1, MRCS will make every effort to accept an invoice, or advise the Consultant of its non-acceptance, within a reasonable time from receipt.

ID	RFP reference	Query
Q16	Draft Contract clauses 3.5 and 6.1, p.49	Please confirm that any rejection must include detailed reasons and whether acceptance will be deemed to occur if no response is provided within the agreed review period. The RFP does not provide for deemed acceptance. MRCS will communicate any required revisions or non-acceptance of deliverables to the Consultant.
Q17	Draft Contract and GCC; no express Consultant suspension right identified	Please confirm whether the Consultant will have an express right to suspend services after written notice if an undisputed payment remains overdue. No express right for the Consultant to suspend the Services due to late payment is specified in the RFP. The Contract provisions shall apply.
Q18	Draft Contract and GCC; GCC clause 34, pp.66-67	Please confirm whether the Consultant will have an express right to terminate the contract if an undisputed payment remains unpaid for an agreed period following a suspension or default notice. No specific Consultant right to terminate the Contract due to overdue payment is specified in the RFP. The applicable termination provisions of the Contract shall apply.
Q19	GCC clauses 32-33, pp.65-66; payment and suspension provisions	Please confirm that the Consultant will receive an extension of time, reasonable suspension, demobilisation and remobilisation costs, and relief from delay damages where suspension results from Employer late payment or failure to provide information, access, approvals or instructions. Any extension of time or adjustment arising from an approved change or circumstances affecting performance shall be considered in accordance with GCC Clauses 32 and 33 and, where applicable, formalized through a written Contract amendment.
Q20	GCC clause 15.5, p.57	GCC clause 15.5 refers to interest on delayed payments at a rate specified in the SCC. Please confirm the applicable interest rate and calculation basis. No applicable interest rate for delayed payment is specified in the RFP, and no SCC applies under Draft Contract Clause 4.1.

ID	RFP reference	Query
Q21	Section I and Draft Contract notification details, pp.2 and 50	Please confirm the legal entity that will enter into the contract and make payments, the country from which payments will be remitted, and whether payments will be made from a Lao PDR bank account or another country. The contracting entity and Employer is the Mekong River Commission Secretariat (MRCS), Vientiane, Lao PDR. Payments will be made by MRCS to the Consultant's bank account specified in the Contract.
Q22	TOR Payment Modality, pp.31-32; Cambodia and Thailand deliverables, pp.17-18 and 26-27	Please confirm whether each 30% payment applies to the combined Cambodia and Thailand deliverables and whether partial invoicing is permitted if one country's deliverables are approved before the other's. Payments shall be made against the corresponding milestones and deliverables specified in the TOR. Separate partial invoicing by country is not provided for in the RFP.
Q23	GCC clause 26, pp.61-62; Draft Contract clause 4.1, p.49	Please confirm that liquidated damages do not apply. No applicable liquidated-damages percentage or maximum amount is specified, as GCC Clause 26 requires these amounts to be specified in the SCC and no SCC applies.
Q24	TOR scope and programmes; GCC clauses 32-33, pp.65-66	Please confirm the contractual mechanism for additional time and fee if surveys are unavailable, incomplete, inaccurate or delayed; additional investigations are required; authority requirements or scope change; repeat permit submissions are required; or construction extends beyond the priced supervision period. Where an approved change affects the cost or time required for performance, adjustment may be made in accordance with GCC Clauses 32 and 33. Any modification must be made through a written Contract amendment.

ID	RFP reference	Query
Q25	TOR Intellectual Property Rights, p.32; GCC clause 18.1, p.58	Please clarify the apparent inconsistency between the TOR, which states that project information and outputs will be MRCS property, and GCC clause 18.1, which states that copyright in Supplier-furnished drawings, documents, data and information remains vested in the Supplier or relevant third party. The Intellectual Property Rights provisions shall be applied in accordance with the Contract documents and their stated order of precedence, including GCC Clause 18.1 and the project-specific requirements in the TOR.
Q26	TOR Intellectual Property Rights, p.32; GCC clause 18.1, p.58	Please confirm that the Consultant retains ownership of its pre-existing intellectual property, methodologies, tools, templates, software, standard details, calculations and know-how, with the Employer receiving an appropriate project-use licence. The Contract does not expressly establish a separate ownership regime for the Consultant's pre-existing methodologies, tools, templates, software and know-how. Therefore, no additional ownership or licence arrangement beyond the Contract requirements is confirmed through this clarification.