



Mekong River Commission
For Sustainable Development

REQUEST FOR PROPOSAL
No. RFP26-003

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

Vientiane, Lao PDR. August, 2026

SECTION I

INVITATION FOR PROPOSAL

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

The Mekong River Commission Secretariat (hereinafter “the Employer”) hereby invites sealed proposals from eligible international companies to **implementing the Ecosystem-based Adaptation Pilot Projects as Part of 9C-9T Project in Cambodia and Thailand**, in accordance with the terms and conditions mentioned in the Request for Proposal (RFP).

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

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

The tender (1 original and 5 copies in case of submission in sealed envelopes) shall be submitted to the Employer’s Procurement Unit not later than **12 September 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

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

¹ 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 planning and supervising the construction of ecosystem-based adaptation pilot projects in Cambodia and Thailand **in a single package**.

3. Clarification

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

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

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

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.

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.26-003 “International Consulting Firm for implementing the Ecosystem-based Adaptation Pilot Projects as Part of 9C-9T Project in Cambodia and Thailand” 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@mrckmekong.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@mrckmekong.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 **12 September 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_m is the lowest price, and F is the price of the proposal under consideration.

c. Final evaluation and negotiations:

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

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

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

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

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

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)

INTERNATIONAL ENGINEERING CONSULTANCY FIRM

FOR

PLANNING AND SUPERVISING THE CONSTRUCTION OF ECOSYSTEM-BASED ADAPTATION PILOT PROJECTS IN CAMBODIA AND THAILAND

work summary

Title:	INTERNATIONAL ENGINEERING CONSULTANCY FIRM FOR PLANNING AND SUPERVISING THE CONSTRUCTION OF ECOSYSTEM-BASED ADAPTATION PILOT PROJECTS IN CAMBODIA AND THAILAND
Work Type:	International Consultancy Service Firm
Division:	MRCS Planning Division
Duration:	September 2026 – December 2027
Duty Station:	Home office work and field based (in Cambodia and Thailand)
Reporting to:	MRCS Director of Planning Division
Expected Deliverables:	Please refer to deliverables in Section 5 of this TOR

INTRODUCTION AND BACKGROUND

The Mekong River Commission (MRC) was established by the 1995 Agreement on Cooperation for the Sustainable Development of the Lower Mekong Basin (LMB), between the governments of Cambodia, Lao PDR, Thailand and Viet Nam. The role of the MRC is to coordinate and promote cooperation in all fields of sustainable development, utilization, management and conservation of the water and related resources of the MRB.

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

The MRCS Planning Division (PD) is responsible for strategic basin development planning, and strategic analysis and planning of issues related to socio-economic, climate change adaptation, hydropower, and agriculture and irrigation to support basin planning management and development for sustainable development of the Mekong River. Under the approved Multi-year Workplan 2026, PD has been tasked to work on **implementation of Ecosystem-based Adaptation (EbA) pilot projects**, which is foreseen in two countries Cambodia and Thailand. In Cambodia, EbA measures in a watershed of the Kamping Puoy Reservoir, Battambang Province have been selected as priority. While in Thailand, in the border town Aranyaprathet, the redesign and improvement of a constructed wetland was prioritized as EbA pilot project.

Below information provides detailed background and scope of the consultancy of the assignments.

Transboundary flood and drought management is of great importance for sustainable and socially equitable development in the LMB and will become even more important in the future due to climate change. This is also reflected in the MRC's Basin Development Strategy (BDS) 2021-2030, in which the medium-term strategic priorities for all relevant stakeholders

in the basin are defined. The strategy raises strengthening of resilience to climate risks such as floods and droughts as one of five strategic priorities.

In 2015/16, the MRC Member Countries identified five Joint Projects to help countries promote the sustainable development of the LMB. Under these Joint Projects, the MRC understands projects of two or more countries that deal with transboundary aspects and support the governments involved in achieving the Sustainable Development Goals (SDGs). The Joint Projects complement actions at national level by aiming at the long-term conservation of waters and the environment towards the sustainable development of the region representing added value for all stakeholders.

One of these Joint Projects is entitled ***“Transboundary cooperation for flood and drought management in Cambodia-Thailand border area – a part of 9C-9T Sub-area”***. Its

implementation is supported by the German Cooperation since its first phase in 2018-2019 (Phase I, assessment). The “9C-9T” abbreviation stems from its hierarchical order of the Mekong River’s hydrological system, where C stands for Cambodia and T for Thailand.

The 9C-9T Joint Project is implemented through the cross-sectoral Regional Steering Committee (RSC) and National Working Groups (NWGs) established in both countries, chaired by the Cambodian Ministry of Water Resources and Meteorology (MOWRAM) and the Thai Office of National Water Resources (ONWR). The Joint Project is facilitated by the Mekong River Commission Secretariat (MRCS) with support from the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and German funding.

The Joint Project Phase II (2020-2021) developed transboundary river basin management, planning and implementation tools, including the 9C-9T Flood and Drought Master Plan, and an online management tool and database for flood and drought, the 9C-9T Basin Atlas (<https://9c9t.mrcmekong.org/>). A capacity-development programme was also implemented. The 9C-9T Flood and Drought Master Plan was endorsed by the two countries in December 2021. The Master Plan is a dynamic framework setting out joint investment and action by Cambodia and Thailand. Its purpose is to strengthen flood and drought resilience within the shared 9C-9T sub-basin, with support from the MRC and international partners. The Master Plan comprises a 20-year strategic vision including an action plan, which should be updated and aligned to national strategies every five years. Phase III of the 9C-9T Joint Project is focusing on the implementation of the Master Plan.

As key component for investment a network of initial Nature-based Solutions (NbS) project concepts was developed to be implemented under the Master Plan Strategic Priority 2. The initial NbS project concepts have been detailed supported by several field missions and local consultations.

Under Joint Project Phase III from 2025 to 2027, the German Cooperation is now funding a new chapter in the MRC transboundary cooperation implemented by GIZ. This includes funds for MRC to implement NbS pilot projects in the 9C-9T sub-basin, aiming to enhance climate change resilience through EbA and creating impact on the ground. In the last 7th National Working Group meetings Cambodia and Thailand selected the priority locations for this small-scale EbA investments in each country.

PART A: TOR for the EbA Pilot Project in Cambodia

INTRODUCTION AND BACKGROUND (CAMBODIA)

In Cambodia, EbA measures upstream of the Kamping Puoy Reservoir have been selected as priority. The pilot site is located in the **Snoeng Commune, Banan District and the Reaksmeay Songha Commune, Ratanak Mondol District, Battambang Province, Cambodia**.

The pre-selected watershed in Cambodia, named Snoeng Watershed (as a large portion is in the Snoeng Commune, Banan District), is located upstream of the Kamping Pouy Reservoir and accounts for approximately 20% of the reservoir's catchment. Unlike downstream areas, it does not benefit from the reservoir. On the contrary, due to its proximity to the reservoir and its low-lying topography it is prone to recurrent flooding that affects farms and homes and cuts off residents from essential services and transport. At the same time, the watershed has faced severe droughts, with streams running dry and farmers fearing for their future.

These drought challenges are projected to intensify under all modelled future climate scenarios. The watershed is predominantly agricultural, with rice cultivation concentrated in the downstream areas, while mixed farming systems—including rice, upland crops, and perennial tree crops—are increasingly distributed toward the upstream sections.

The planned EbA pilot project aims to construct **Natural In-Stream Retention Ponds** and **Riparian Buffer Strips** to directly enhance agricultural drought resilience while reducing downstream flood risks. These ponds will provide decentralized water storage for smallholder farms, secure crops against dry spells and create potential additional income through aquaculture. The project also promotes community collaboration among households along the stream through participatory planning approaches.

- **Natural In-Stream Ponds:** Strategically placed in-stream retention basins that store water to support irrigation for neighboring farms, provide fish habitat, trap sediments, and reduce velocities and peak runoff downstream.
- **Riparian Buffer Strips:** Protective vegetated green belts along riverbanks that filter agricultural runoff, prevent bank erosion, provide shading, moderate water temperatures, and increase biodiversity.

As pilot site for the construction a section of a stream shared by the Snoeng Commune and the Reaksmeay Songha Commune has been selected. Figure 1 indicates the scope of the planned interventions, which is the offset area around 25 meters from the stream. The survey's spatial parameters are defined within the UTM Zone 48N coordinate reference system, beginning at 1436282 mN, 271047 mE and terminating at 1438965 mN, 272440 mE. The geographical location of the area is defined by the coordinates: Latitude 13.004205, Longitude 102.899935.

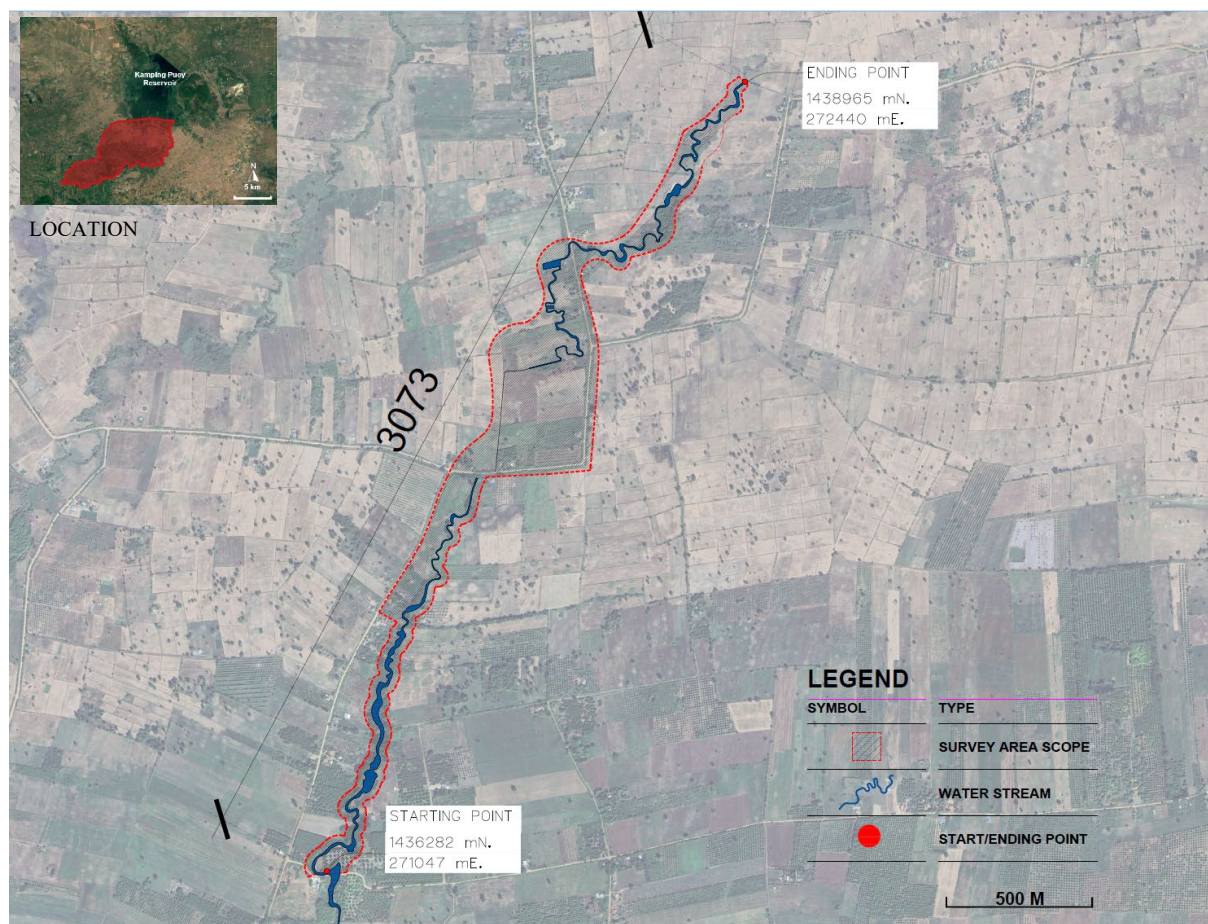


Figure 1: Scope of the pilot project area in Snoeng Commune and Reaksmei Songha Commune, Ratanak Mondol District, Battambang province, Cambodia

Table 1: Pilot Project Geo locations

Pilot Project	Geo Location	Note
1. Snoeng Watershed	13.004205, 102.899935	* The final scope depends on the results of the concept design and feasibility study

Detailed site surveys providing accurate data required for the EbA Pilot Project design are not included in the consultancy scope, as they have already been procured in advance. These site surveys include topographical surveys, bathymetric surveys, geotechnical surveys and surface water and groundwater surveys. The results will be made available to the consultant once finalized, expected within August 2026.

OBJECTIVES and APPROACHES IN CAMBODIA

The overall objective of this study is to ***plan and supervise the construction of the EbA Pilot Projects.***

Foreseen Cambodian EbA Measures:

- Construction of natural in-stream retention ponds and riparian buffer strips.

This includes task to develop concept and engineering designs, support construction permit applications, support tender and award processes for contracting construction firms in

Cambodia as well as construction supervision and reporting progress for both pilot project sites. Further objectives include manage stakeholder involvement and public consultations, develop social and environmental impact mitigation action plans and develop operation and maintenance as well as long-term impact monitoring and evaluation plans.

EXPECTED RESULTS/OUTPUTS IN CAMBODIA

- **Concept Design and Site Analysis Reports:** Site Analysis. Hydrological & hydraulic Modelling. Flora and Fauna Survey. Socio-Economic Surveys. Environmental and Social Impact Screenings. Information on the property (Land title verification). Feasibility Studies. Rationales for selected EbA measures. Implementation concepts. Technical construction descriptions (including building methods and materials, dimensions, native plants selection, climate and sustainability aspects, environmental protection and safety requirements). Conceptual design layouts, sketches, perspective rendering, and schematics. Updated master schedule with milestones. Cost estimations. Projected Benefits and Outcomes (Social, Economic, Environmental). Longterm Impact Monitoring and Evaluation (M&E) Plan outlines.
- **Design Planning Documents:** Engineering Designs with detailed implementation plans. Design drawings (site-specific plans with implementation locations, technical plans, planting detail design, cross-sections, elevations, drainage and landscape plans.) prepared and certified by licensed architects/ engineers of Cambodia. Cost calculations. Design Reports. Social and environmental impact mitigation action plans. Handouts of Maintenance and Operation. Longterm impact M&E Plans.
- **Construction Permit Application Documents:** Official application forms. Permit drawings. Country specific technical documentation, following Cambodia's specific regulations and requirements.
- **Technical Tender and Award Documents:** Tender documents. Construction Drawings (Architectural, Structural, and Civil drawings showing dimensions, materials, and reference levels based on verified site topography.). Specifications (Technical specifications for all materials e.g., concrete mix, geosynthetics, native plants, construction method, site preparation). Priced Bills of Quantity (BOQ) with unit rates and total cost breakdown for all tasks. Clear quality assurance/quality control (QA/QC) requirements. Award documents (incl. price comparison with ranking and recommendation for award of contract (after evaluation of bids)).
- **Construction Supervision Documents:** Site commencement notices. Quality Assurance and Compliance. Monthly Progress Reports (MPR) with progress achieved vs. scheduled progress, quality control checks and compliance status, variation and change documentation, cost monitoring, protocols of site meetings and decisions. Identification of emerging risks, issues, and proposed mitigation actions. Photo documentation of construction phases.
- **Construction Completion Reports:** Final inspection reports. As-built drawings. Verified quantity surveys. Statements of construction cost. Acceptance, taking over and handing over protocols. Certificates of occupancy. Certificates of correctness confirmation. Final maintenance and operation manuals. Impact Monitoring and Evaluation System Report. Documentation of lessons learned and recommendations for upscaling or follow-on activities.

The overall implementation will be facilitated by the MRCS and guided by the 9C-9T government structure, the RSC, NWGs and as Local Focal Point by the Provincial Department of Water Resource and Meteorology (PDOWRAM), which is coordinating with all relevant local stakeholders. For all tasks the consultant will consult relevant stakeholders if and where this adds value. Relevant stakeholders include officials from the MRCS, from the Cambodian government, from science and private sector, and groups representing the beneficiary perspective (e.g. farmer water user communities, or members of the beneficiary groups themselves) and other relevant members of civil society. MRCS will assist in setting up meetings with the 9C-9T government structure, National Mekong Committees and other government officials. **The consultant will participate in meetings with community stakeholders and beneficiaries to enable participatory planning and following the national requirements for public consultations in Cambodia.**

For all tasks, the consultant has to consider any relevant guidance document provided by MRC or other project partners providing further data and/or information, this should be used as much as possible for the documents and if and where it makes sense. In addition, the consultant will liaise and coordinate with other relevant consultants, and, if and where applicable, build upon their work.

For all documents that are detailed below, the consultant will use active language (British English), a clear structure, be concise and compelling and ensure coherence of argumentation, figures/data used etc. across all documents and sections thereof.

Regarding all tasks and deliverables, the consultant will:

- Hand over all graphics, data and materials collected and produced
- State the sources of all graphic items (tables, maps, etc.) in all deliverables
- Provide references from reputable sources (e.g. scientific literature, official reports) for all factual statements and opinions in all produced documents
- Use the templates provided by MRCS
- Stay in close contact with the MRCS coordination team via bi-weekly exchanges.

The consultant is responsible for providing the following services (Work Package 1 – 6):

1. Concept Design and Site Analysis (Cambodia)
2. Design Planning (Cambodia)
3. Construction Permit Application (Cambodia)
4. Technical Tender and Award (Cambodia)
5. Construction Supervision (Cambodia)
6. Construction Completion (Cambodia)

SCOPE OF WORKS IN CAMBODIA

Before starting with the different Work Packages, the consultant shall prepare an **Inception report**. The report lays out the methodological approach for the assignment, incl. how to fill the identified gaps, and contains a work plan with clear activities, responsibilities and timelines.

The detailed scope and requirements for each task are described in the following details:

Work Package 1: Concept Design and Site Analysis (Cambodia)

The Consultant shall conduct a comprehensive analysis of the project sites and surrounding areas to inform and develop a viable Concept Design for the EbA interventions, ensuring alignment with project objectives, stakeholder needs and the findings from the different

surveys. This task will place a strong emphasis on design principles and visual representation to articulate the proposed interventions effectively. The Consultant must identify and engage qualified local partners with sufficient capacity to support EbA design and the expertise to manage local constraints, such as regulatory limitations, material supply shortages, and stakeholder expectations.

Detailed Site Analysis

The Consultant is required to perform a detailed site analysis by integrating all available data to understand the physical, ecological, and socio-economic context:

- **Geographical and Topographical Analysis:** Review and analyse current topographic data, including existing site levels, slopes, drainage patterns, and key physical features. Identify critical areas requiring intervention or protection, noting aspects relevant to visual impact and functionality.
- **Hydrological and Hydraulic Assessment:** Conduct hydrological modelling. Analyse runoff and flow patterns, water regime (including seasonal variations, and flooding frequency), water quality data, and the interaction of surface water with groundwater, as relevant to the EbA measures. Additionally, climate change impacts shall be integrated into the assessment.
- **Ecological Context:** Conduct biodiversity background study and integrate findings to identify existing ecological assets, sensitive areas, map habitats, aquatic ecology, and opportunities for ecological enhancement that will directly inform the EbA design.
- **Existing Infrastructure and Land Use Mapping:** Identify and map all existing infrastructure, utilities, land ownership boundaries, and current land-use practices (e.g., agriculture, residential, commercial) that may influence the design or implementation.
- **Socio-Economic and Community Context:** Assess the local community's needs, existing water-related conflicts, current resource use, and potential co-benefits derived from the EbA implementation. Identify opportunities for local labor involvement, community co-creation, and visual integration with local culture.

Concept Design Development

Based on the Detailed Site Analysis the Consultant shall develop a Concept Design for the implementation of the EbA pilot project.

- ***EbA Measure Design Options:*** Develop EbA measures design options that directly address the project's key challenge (e.g., water scarcity and flooding) while maximizing biodiversity and community benefits while also considering downstream impacts. This should also include compensation measures if required for an option. Pre-design and calculate scope;
- ***Criteria and Feasibility Assessment:*** Evaluate each option based on technical feasibility, environmental sustainability, socio-economic viability, projected climate resilience, maintenance complexity, and estimated cost ranges;
- ***Preferred EbA Concept Design:*** Recommend a single EbA Concept Design, providing a robust rationale justifying the selection based on the assessment criteria. Recommendations and input from local stakeholders should be in specific be considered in the Concept Design considering different gender and social vulnerabilities. This concept must define:
 - ***Rationales for selected EbA measures;***

- The proposed location and extent of the intervention clearly showing how it integrates with the existing context;
- The type and scale of the EbA measures including hydraulic calculations and dimensions of individual interventions. This should include **full technical construction descriptions** including building methods and materials, climate and sustainability aspects, fire protection and safety requirements. Specific attention to the selection and arrangement of plant materials, landforms, and water features;
- **Cost estimations** for the selected EbA concepts;
- **Conceptual layouts**, sketches, and schematics with 3D visualizations (e.g., photomontages or simple renderings), and massing diagrams to effectively communicate the visual intent and functional layout;
- **The projected functional benefits and outcomes** (e.g., cubic meters of flood storage or sewage water treated, hectares of habitat created, recreational space provided);
- **Environmental and social impacts screenings** for the selected EbA measures including suggested impact mitigation measures;
- **Land title verification** with information on land property and usage; and
- Initial outline for a long-term impact M&E Plan.

For the Concept Design, one field mission to the project location is expected to be conducted by the Consultant.

Based on the EbA Concept Designs, the master schedule for the further project implementation with milestones should be updated accordingly.

Based on this information **implementation concepts** should be prepared. Separate implementation concepts must be drawn up for each construction measure within the scope of the financing arrangement. It must be ensured that measures are numbered (M01, M02 etc.). Repeat or micro-measures may be grouped together.

Work Package 2: Design Planning (Cambodia)

The Consultant shall execute the EbA Design Planning to elaborate the approved Concept Design (Work Package 1) into a detailed, coordinated pre-construction package:

- **Engineering Designs:** Develop further technical details from the concept with solid details on function, elevation, dimension, and material.
- **Design retention ponds and riparian buffer:** Define Pond storage volume, outlet controls, retention times, emergency spillways and irrigation/maintenance access. Design buffer strips multi-zones (grass/shrub/trees). Design earth works considering slopes, erosion protection, sealing strategy (infiltration vs storage), Ecological design and vegetation planning.
- **Design drawings:** Site-specific EbA design plans with the implementation locations, master site plans, demarcation/set-out plans, technical plans like structural drawings and civil and earthwork drawings (e.g. grading plans), cross-sections and profiles, elevations, drainage plans and landscape and planting plans. All primary elements must have fixed, coordinated dimensions;
- **Cost monitoring updating the cost estimates to cost calculations:** Generate a robust cost calculation, ensuring the design remains within the allocated budget;

- **Handouts of Maintenance and Operation** with required operating instructions, planned maintenance schedules, troubleshooting, device specifications and safety instructions;
- **Social and environmental impact mitigation action plans;**
- **Conduct and document public consultations;** and
- **Longterm impact M&E Plans:** Theory of Change with clear, measurable results and indicators at output, outcome and impact level, with time milestones, monitoring responsibilities, required budgeting and learning and adaptation mechanisms as well as regular reviews and communication of results.

Based on this, the consultant prepares detailed implementation plans for the EbA measure, including all necessary construction and detail drawings as well as technical plans.

For the Design Planning, one field mission to the project location is expected to be conducted by the Consultant.

The consultant must ensure that the structural design together with the associated technical planning **documents are prepared by a qualified planner** (individual architect/engineer) licensed in Cambodia, with appropriate evidence that they can be held liable.

It is obligatory to obtain approval of design planning for every construction measure.

Work Package 3: Construction Permit Application (Cambodia)

Upon approval of the Design Planning Package by the MRCS, the Consultant shall develop a comprehensive Construction Drawings Package. This package must contain the **official application forms** and a fully coordinated set of **permits drawings** suitable for construction permit applications. The final submission shall be delivered to the Supervisory Authority. Additionally, all drawings must be signed and sealed by licensed local engineers. The construction permit shall include **all country specific technical documentations** following Cambodia's specific construction permit regulations and requirements.

Work Package 4: Technical Tender and Award (Cambodia)

The Consultant shall support the bidding process by providing comprehensive technical data sufficient for prospective contractors to accurately estimate costs and submit tenders. Specifically, the Consultant must ensure that local engineers from Cambodia are actively involved in the budget estimation process to ensure local market relevance.

The contract for realisation will be awarded to a local building company with the necessary construction expertise and personnel.

The Consultant shall submit the following **technical tender documents** in both hard copy and editable digital formats (e.g., AutoCAD, PDF, and editable spreadsheets for the BOQ):

- **Construction Drawing Package:** All required architectural, structural, and civil drawings showing dimensions, materials, and reference levels based on verified site topography. A complete, signed, and stamped set of coordinated construction drawings, including the required Engineering Alignment Plans and Cross-Section Series;
- **Technical Specifications:** The comprehensive written specifications manual for all materials and workmanship, ensuring they cover the Softscape and Hardscape; and
- **Bill of Quantity (BOQ):** The fully itemized BOQ with unit rates and total cost breakdown for all tasks suitable for tendering, accurately reflecting all elements. Clear quality assurance/quality control (QA/QC) requirements.

After the MRCS has conducted the bidding, the consultant shall evaluate the bids and provide all required **award documents** incl. price comparison with ranking and recommendation for award of contract.

Work Package 5: Construction Supervision (Cambodia)

The Consultant shall provide comprehensive Construction Supervision services to oversee the construction companies work, ensuring compliance with the Final Construction Drawing Package, Technical Specifications, and all relevant environmental and safety standards. The primary goal is to achieve high-quality construction and timely project completion. The Consultant is required to execute the following activities throughout the construction period:

- **Quality Assurance and Compliance:**
 - Verify submission of all required **site commencement notices**;
 - **Technical Review:** Review and approve the Contractor's construction methodologies, material submittals, quality control plans, and shop drawings prior to implementation;
 - **On-Site Inspection:** Conduct continuous, rigorous inspection of all construction activities (civil works, earthworks, softscape, and structural elements) to verify strict adherence to the approved drawings and specifications; and
 - **Materials Testing:** Witness and verify all required field and laboratory material testing (e.g., compaction, concrete strength) to ensure quality standards are met.
- **Monthly Progress Reports (MPR):** The Consultant shall submit a detailed Monthly Progress Report (MPR) to MRC no later than the 5th calendar day of the following month. The MPR must include, but not be limited to:
 - **Executive Monthly Summary:** A concise overview of the month's key activities, achievements, critical issues, and financial status;
 - **Physical Progress Analysis:** Detailed comparison of planned versus actual work accomplished, including photo documentation. Log of material submittals reviewed and status (approved/rejected);
 - **Defects Identification:** Detailed log of all site constraints, technical issues, or delays encountered, along with proposed mitigating actions. Verify that all defects are corrected before final acceptance;
 - **As-Built Documentation:** Review and approve the Contractor's final As-Built Drawings and Operation & Maintenance manuals;
 - **Cost monitoring;**
 - **Protocols of site meetings and decisions;** and
 - **Look-Ahead Schedule:** Detailed plan of work anticipated for the next reporting period.

For the Construction Supervision besides the regular on-site inspections, one field mission to the project location is expected to be conducted by the Consultant to Kick-Off the construction works and one field mission at the end during handover.

Work Package 6: Construction Completion (Cambodia)

After the completion of the construction, consultant is expected to prepare the **Construction Completion Report** that describes the detail of the EbA constructions, as-built drawing, and the lesson learn from the project. The detail of the assignment is detailed below.

- **As-Built Drawings:** Upon substantial completion of the works, the Consultant shall prepare and submit a complete set of As-Built Drawings. These drawings must be developed based on final survey data to accurately record the actual locations, elevations, dimensions, and materials of all constructed elements. The documentation must clearly highlight any changes, deviations, or site modifications that differed from the original design drawings, serving as accurate baseline for future operation and maintenance;
- **Statements of construction cost;**
- **Final Inspection:** The Consultant shall conduct a comprehensive Final Inspection upon substantial completion to verify that the construction works have been executed in accordance with the technical specifications and quality standards. This includes identifying any remaining defects or non-conformities that the Contractor must rectify before the final handover. Based on this **verified quantity surveys and the certificates of correctness confirmation** is required;
- **Acceptance, taking over and handing over protocols and certificates of occupancy** where required;
- **Final maintenance and operation manuals** based on the previous handouts;
- **Final Long-term impact M&E System Reports;** and
- Finally, the **documentation of lessons learned and recommendations** for upscaling or follow-on activities should be pre-pared in close cooperation with MRCS.

MAIN DELIVERABLES AND CONCRETE TIMELINE FOR CAMBODIA

Tentative schedules of key deliverables are provided below. The exact schedules will depend on the timing of the contracting with the successful consultant, but it is anticipated that the assignment will commence from September 2026 to 31 December 2027.

Deliverable and Expected Quality	Number of Working Days (*)	Deadline	Note
A. Inception Report (Cambodia)			
A.1: Kick-off meeting with MRC and GIZ	1	1 week after contract start	The kick-off meeting should be conducted a week after the contract signed
A.2: Submission of inception report	5	3 weeks after contract start	The inception report must be submitted 4 weeks after the contract signed
1. Concept Design and Site Analysis (Cambodia)			
1.1: Draft Concept Design and Site Analysis Reports	10	8 weeks after contract start	The conceptual design must be closely developed with local communities and local stakeholders
1.2: Final Concept Design and Site Analysis Reports	5	10 weeks after contract start	The conceptual design must be closely developed with local communities and local stakeholders
2. Design Planning Documents (Cambodia)			

Deliverable and Expected Quality	Number of Working Days (*)	Deadline	Note
2.1: Draft Design Planning Documents	10	14 weeks after contract start	
2.1: Final Design Planning Documents	10	18 weeks after contract start	
3: Construction Permit Application Documents (Cambodia)			
3.1: Construction Permit Application Documents	5	20 weeks after contract start	
4. Technical Tender (Cambodia)			
4.1: Draft Technical Tender Documents	10	24 weeks after contract start	The construction drawing, BOQ, and Drawing specification must be submitted in local language and English
4.2: Final Technical Tender Documents	5	26 weeks after contract start	
4.3: Award Documents	10	30 weeks after contract start	
5. Monthly Construction Progress Reports (Cambodia)			
5.1: Monthly Construction Progress Reports	30	Every first week of the month after construction start	The construction supervision report must be submitted in local language and English
6. Construction Completion Report (Cambodia)			
6.1: Draft Construction Completion Reports	10	4 weeks after construction completion	The report must be submitted in local language and English
6.2: Final Construction Completion Report	5	4 weeks after construction completion	
Total	116	Oct 2027	Final Handover of all project documents

(*) The total number of working days under this TOR is 232 working days, covering both Cambodia and Thailand.

PART B: TOR for the EbA Pilot Project in Thailand

INTRODUCTION AND BACKGROUND IN THAILAND

In Thailand, the redesign of a **constructed wetland located in the border town of Aranyaprathet, Sa Kaeo province** was prioritized as EbA pilot project.

The Aranyaprathet constructed wetland is located just outside the urban area, adjacent to the Phrom Hot River, approx. 3.66 km from Aranyaprathet city center in Sa Kaeo Province, Thailand and approximately 2.40 km from the Klong Luk checkpoint, the main border crossing between Thailand and Cambodia.

The constructed wetland was built by the Aranyaprathet Municipality Authority to treat landfill leachate and wastewater sewer outflows, acting as a treatment system to reduce contaminants. However, the current system has not been designed up to international standards and is also facing often flooding damage, as it is located directly at the river. Therefore, **the EbA intervention focusses on the re-design, re-construction and flood proofing (including compensation measures if required) of the constructed wetland.**

Additionally, as the estimated area is only 8,000-9,000 m² (around 0.88 ha), its capacity is very limited. This requires a new design to consider the construction of specific inflow regulations together with a pre-treatment. As a nature-based solution, the constructed wetland is estimate not to be the adequate solution for the landfill leachate treatment. Therefore, **the landfill leachate is not part of the scope of the pilot project.**

Figure 2 indicates the wider scope of the pilot project, which includes the site surrounding and riparian buffer area along the canal. The survey's spatial parameters are defined within the UTM Zone 48N coordinate reference system, beginning at 1512386.04 mN, 232095.92 mE and terminating at 1512121.40 mN, 232849.51 mE.

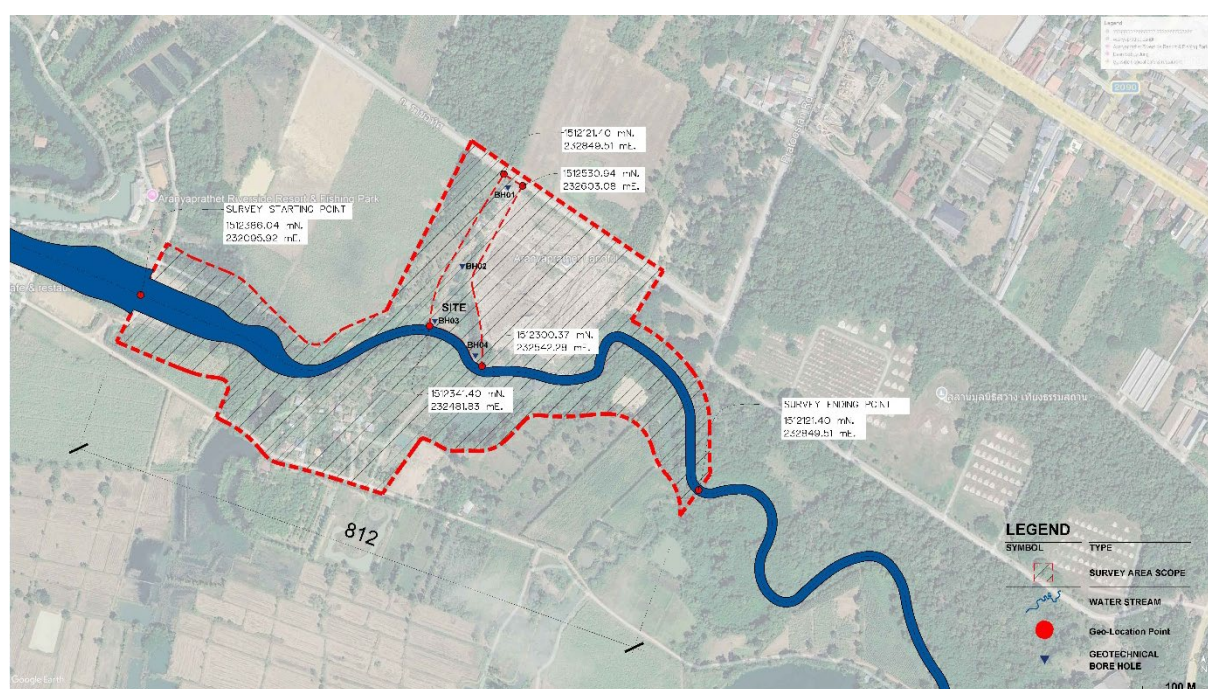


Figure 2: Scope of the pilot project area in Thailand, Aranyaprathet, Thailand

Table 2: Pilot Project Geo locations

Pilot Project	Geo Location	Note
2. Aranyaprathet Constructed Wetland	13.667946, 102.527323	* The final scope depends on the results of the concept design and feasibility study

Detailed site surveys at the pilot site providing accurate data required for the EbA Pilot Project design are not included in the consultancy scope, as they have been procured in advance. These site surveys include topographical surveys, bathymetric surveys, geotechnical surveys and surface water and groundwater surveys. The results will be made available to the consultant once finalized, expected within August 2026.

OBJECTIVES and APPROACHES IN THAILAND

The overall objective of this study is to ***plan and supervise the construction of the EbA Pilot Projects.***

Foreseen EbA Measure in Thailand:

Re-construction and flood proofing (including compensation measures if required) of a constructed wetland including inflow regulation and pre-treatment.

This includes task to develop concept and engineering designs, support construction permit applications, support tender and award processes for contracting construction firms in Thailand as well as construction supervision and reporting progress for both pilot project sites. Further objectives include manage stakeholder involvement and public consultations, develop social and environmental impact mitigation action plans and develop operation and maintenance as well as long-term impact monitoring and evaluation plans. Therefore, the design development process has to develop by regularly consulting with the local government and local communities.

EXPECTED RESULTS/OUTPUTS IN THAILAND

- ***Concept Design and Site Analysis Reports:*** Projection of future sewage quantity of the municipality. Site Analysis. Hydrological & hydraulic Modelling. Flora and Fauna Survey. Socio-Economic Surveys. Environmental and Social Impact Screenings. Information on the property (Land title verification). Feasibility Studies. Rationales for selected EbA measures. Implementation concepts. Technical construction descriptions (including building methods and materials, climate and sustainability aspects, environmental protection and safety requirements). Conceptual layouts, sketches, perspective rendering, and schematics. Updated master schedule with milestones. Cost estimations. Projected Benefits and Outcomes (Social, Economic, Environmental). Longterm Impact Monitoring and Evaluation (M&E) Plan outlines.
- ***Design Planning Documents:*** Engineering Designs with detailed implementation plans. Design drawings (site-specific plans with implementation locations, technical plans, cross-sections, elevations, planting detail design, drainage and landscape plans.) prepared and certified by licensed architects/ engineers of Thailand. Cost calculations. Design Reports. Social and environmental impact mitigation action plans. Handouts of Maintenance and Operation. Longterm impact M&E Plans.
- ***Construction Permit Application Documents:*** Official application forms. Permit drawings. Country specific technical documentation, following Thai specific regulations and requirements.
- ***Technical Tender and Award Documents:*** Tender documents. Construction Drawings (Architectural, Structural, and Civil drawings showing dimensions, materials, and reference levels based on verified site topography.). Specifications (Technical specifications for all materials e.g., concrete mix, geosynthetics, native plants). Priced Bills of Quantity (BOQ) with unit rates and total cost breakdown for all tasks. Clear quality assurance/quality control (QA/QC) requirements. Award documents (incl. price comparison with ranking and recommendation for award of contract (after evaluation of bids)).

- **Construction Supervision Documents:** Site commencement notices. Quality Assurance and Compliance. Monthly Progress Reports (MPR) with progress achieved vs. scheduled progress, quality control checks and compliance status, variation and change documentation, cost monitoring, protocols of site meetings and decisions. Identification of emerging risks, issues, and proposed mitigation actions. Photo documentation of construction phases.
- **Construction Completion Reports:** Final inspection reports. As-built drawings. Verified quantity surveys. Statements of construction cost. Acceptance, taking over and handing over protocols. Certificates of occupancy. Certificates of correctness confirmation. Final maintenance and operation manuals. Impact Monitoring and Evaluation System Report. Documentation of lessons learned and recommendations for upscaling or follow-on activities.

The overall implementation will be facilitated by the MRCS and guided by the 9C-9T government structure, the RSC, NWGs and as Local Focal Point by the Aranyaprathet Municipality, which is coordinating with all relevant local stakeholders. For all tasks the consultant will consult relevant stakeholders if and where this adds value. Relevant stakeholders include officials from the MRCS, from the Thai government, from science and private sector, and other relevant members of civil society. MRCS will assist in setting up meetings with the 9C-9T government structure, National Mekong Committees and other government officials. The consultant will participate in meetings with community stakeholders and beneficiaries to enable participatory planning and following the national requirements for public consultations in Thailand.

For all tasks, the consultant has to consider any relevant guidance document provided by MRC or other project partners providing further data and/or information, this should be used as much as possible for the documents and if and where it makes sense. In addition, the consultant will liaise and coordinate with other relevant consultants, and, if and where applicable, build upon their work.

For all documents that are detailed below, the consultant will use active language (British English), a clear structure, be concise and compelling and ensure coherence of argumentation, figures/data used etc. across all documents and sections thereof.

Regarding all tasks and deliverables, the consultant will:

- Hand over all graphics, data and materials collected and produced
- State the sources of all graphic items (tables, maps, etc.) in all deliverables
- Provide references from reputable sources (e.g. scientific literature, official reports) for all factual statements and opinions in all produced documents
- Use the templates provided by MRCS
- Stay in close contact with the MRCS coordination team via bi-weekly exchanges.

The consultant is responsible for providing the following services (Work Package 7 – 12):

7. Concept Design and Site Analysis (Thailand)
8. Design Planning (Thailand)
9. Construction Permit Application (Thailand)
10. Technical Tender and Award (Thailand)
11. Construction Supervision (Thailand)
12. Construction Completion (Thailand)

SCOPE OF WORKS IN THAILAND

Before starting with the different Work Packages, the consultant shall prepare an **Inception report**. The report lays out the methodological approach for the assignment, incl. how to fill the identified gaps, and contains a work plan with clear activities, responsibilities and timelines. Each stage of the EbA design must be approved by the responsible national authorities before proceeding to the next.

The detailed scope and requirements for each task are described in the following details:

Work Package 7: Concept Design and Site Analysis (Thailand)

The Consultant shall conduct a comprehensive analysis of the project site and surrounding areas, including treated effluent receiving waterbody capacity and management criteria, to inform and develop a viable Concept Design for the EbA interventions, ensuring alignment with project objectives, stakeholder needs and the findings from the different surveys. This task will place a strong emphasis on design principles and visual representation to articulate the proposed interventions effectively. The Consultant must identify and engage qualified local partners with sufficient capacity to support EbA design and the expertise to manage local constraints, such as regulatory limitations, material supply shortages, and stakeholder expectations.

Detailed Site Analysis

The Consultant is required to perform a detailed site analysis by integrating all available data to understand the physical, ecological, and socio-economic context:

- **Geographical and Topographical Analysis:** Review and analyse current topographic data, including existing site levels, slopes, drainage patterns, and key physical features. Identify critical areas requiring intervention or protection, noting aspects relevant to visual impact and functionality.
- **Hydrological and Hydraulic Assessment:** Conduct hydrological modelling. Analyse runoff and flow patterns, influence of inundation to the constructed wetland, water regime (including seasonal variations, and flooding frequency), volume of wastewater inlet, water quality data, and the interaction of surface water with groundwater, as relevant to the EbA measures. Additionally, climate change impacts shall be integrated into the assessment.
- **Ecological Context:** Conduct biodiversity background study and integrate findings to identify existing ecological assets, sensitive areas, map habitats, aquatic ecology, and opportunities for ecological enhancement that will directly inform the EbA design.
- **Existing Infrastructure and Land Use Mapping:** Identify and map all existing infrastructure, utilities, land ownership boundaries, and current land-use practices (e.g., agriculture, residential, commercial) that may influence the design or implementation.
- **Socio-Economic and Community Context:** Assess the local community's needs, existing water-related conflicts, current resource use, and potential co-benefits derived from the EbA implementation. Identify opportunities for local labor involvement, community co-creation, and visual integration with local culture.

Concept Design Development

Based on the Detailed Site Analysis the Consultant shall develop a Concept Design for the implementation of the EbA pilot project.

- **EbA Measure Design Options:** Develop EbA measures design options that directly address the project's key challenge (e.g., flooding, water scarcity and quality) while maximizing biodiversity and community benefits while also considering

downstream impacts. This should also include compensation measures if required for an option. Pre-design and calculate scope;

- **Criteria and Feasibility Assessment:** Evaluate EbA options based on technical feasibility, environmental sustainability, socio-economic viability, projected climate resilience, maintenance complexity, and estimated cost ranges;
- **Preferred EbA Concept Design:** Recommend a single EbA Concept Design, providing a robust rationale justifying the selection based on the assessment criteria. Recommendations and input from local stakeholders should be in specific be considered in the Concept Design considering different gender and social vulnerabilities. This concept must define:
 - **Rationales for selected EbA measures;**
 - The proposed location and extent of the intervention clearly showing how it integrates with the existing context;
 - The type and scale of the EbA measures including hydraulic calculations and dimensions of individual interventions. This should include **full technical construction descriptions** including building methods and materials, climate and sustainability aspects, native plants specification, fire protection and safety requirements. Specific attention to the selection and arrangement of plant materials, landforms, and water features;
 - **Cost estimations** for the selected EbA concepts;
 - **Conceptual layouts**, sketches, and schematics with 3D visualizations (e.g., photomontages or simple renderings), and massing diagrams to effectively communicate the visual intent and functional layout;
 - **The projected functional benefits and outcomes** (e.g., cubic meters of run-off water storage or sewage water treated, hectares of habitat created, recreational space provided);
 - **Environmental and social impacts screenings** for the selected EbA measures including suggested impact mitigation measures;
 - **Land title verification** with information on land property and usage; and
 - Initial outline for a long-term impact M&E Plan.

For the Concept Design, one field mission to the project location is expected to be conducted by the Consultant.

Based on the EbA Concept Designs, the master schedule for the further project implementation with milestones should be updated accordingly.

Based on this, information **implementation concept** should be prepared. Separate implementation concepts must be drawn up for each construction measure within the scope of the financing arrangement. It must be ensured that measures are numbered sequentially (M01, M02 etc.). Repeat or micro-measures may be grouped together.

Work Package 8: Design Planning (Thailand)

The Consultant shall execute the EbA Design Planning to elaborate the approved Concept Design (Work Package 1) into a detailed, coordinated pre-construction package.:

- **Engineering Designs:** Develop further technical details from the concept with solid details on function, elevation, dimension, and material.
- **Re-design constructed wetland:** Define wetland volumes, flow paths, retention times, pre-treatment, and flood protection measures. Calculate hydraulic loading and contaminant removal identifying influent characteristics and modelling expected pollutant removal. Ensure the system meets wastewater regulations, effluent meets discharge standards. Ecological design and vegetation planning.

Establish design grades for all earthen elements, referencing the site benchmark. Define the material palette for all hardscape components (e.g., manholes, in and outlets structures, pre-treatment pit, pavements, walls) and softscape (e.g., plants, shrubs, trees, soil composition);

- **Design drawings:** Site-specific EbA design plans with the implementation locations, master site plans, demarcation/set-out plans, technical plans like structural drawings and civil and earthwork drawings (e.g. grading plans, and cut-fill balance), cross-sections and profiles, elevations, drainage plans and landscape and planting plans. All primary elements must have fixed, coordinated dimensions;
- **Cost monitoring updating the cost estimates to cost calculations:** Generate a robust cost calculation, ensuring the design remains within the allocated budget;
- **Handouts of Maintenance and Operation** with required operating instructions, planned maintenance schedules, troubleshooting, device specifications and safety instructions;
- **Social and environmental impact mitigation action plans;**
- **Conduct and document public consultations;** and
- **Longterm impact M&E Plans:** Theory of Change with clear, measurable results and indicators at output, outcome and impact level, with time milestones, monitoring responsibilities, required budgeting and learning and adaptation mechanisms as well as regular reviews and communication of results.

Based on this, the consultant prepares detailed implementation plans for the EbA measure, including all necessary construction and detail drawings as well as technical plans.

For the Design Planning, one field mission to the project location is expected to be conducted by the Consultant.

The consultant must ensure that the structural design together with the associated technical planning **documents are prepared by a qualified planner** (individual architect/engineer) licensed in Thailand, with appropriate evidence that they can be held liable.

It is obligatory to obtain approval of design planning for every construction measure.

Work Package 9: Construction Permit Application (Thailand)

Upon approval of the Design Planning Package by the MRCS, the Consultant shall develop a comprehensive Construction Drawings Package. This package must contain the **official application forms** and a fully coordinated set of **permits drawings** suitable for construction permit applications. The final submission shall be delivered to the Supervisory Authority. Additionally, all drawings must be signed and sealed by licensed local engineers. The construction permit shall include **all Thai specific technical documentations** following the specific construction permit regulations and requirements.

Work Package 10: Technical Tender and Award Thailand

The Consultant shall support the bidding process by providing comprehensive technical data sufficient for prospective contractors to accurately estimate costs and submit tenders. Specifically, the Consultant must ensure that local engineers from Thailand are actively involved in the budget estimation process to ensure local market relevance.

The contract for realisation will be awarded to a local building company with the necessary construction expertise and personnel.

The Consultant shall submit the following **technical tender documents** in both hard copy and editable digital formats (e.g., AutoCAD, PDF, and editable spreadsheets for the BOQ):

- **Construction Drawing Package:** All required architectural, structural, and civil drawings showing dimensions, materials, and reference levels based on verified

site topography. A complete, signed, and stamped set of coordinated construction drawings, including the required Engineering Alignment Plans and Cross-Section Series;

- **Technical Specifications:** The comprehensive written specifications manual for all materials and workmanship, ensuring they cover the Softscape and Hardscape; and
- **Bill of Quantity (BOQ):** The fully itemized BOQ with unit rates and total cost breakdown for all tasks suitable for tendering, accurately reflecting all elements. Clear quality assurance/quality control (QA/QC) requirements.

After the MRCS has conducted the bidding, the consultant shall evaluate the bids and provide all required **award documents** incl. price comparison with ranking and recommendation for award of contract

Work Package 11: Construction Supervision (Thailand)

The Consultant shall provide comprehensive Construction Supervision services to oversee the construction companies work, ensuring compliance with the Final Construction Drawing Package, Technical Specifications, and all relevant environmental and safety standards. The primary goal is to achieve high-quality construction and timely project completion. The Consultant is required to execute the following activities throughout the construction period:

- **Quality Assurance and Compliance:**
 - Verify submission of all required **site commencement notices**;
 - **Technical Review:** Review and approve the Contractor's construction methodologies, material submittals, quality control plans, and shop drawings prior to implementation;
 - **On-Site Inspection:** Conduct continuous, rigorous inspection of all construction activities (civil works, earthworks, softscape, and structural elements) to verify strict adherence to the approved drawings and specifications; and
 - **Materials Testing:** Witness and verify all required field and laboratory material testing (e.g., compaction, concrete strength) to ensure quality standards are met.
- **Monthly Progress Reports (MPR):** The Consultant shall submit a detailed Monthly Progress Report (MPR) to MRC no later than the 5th calendar day of the following month. The MPR must include, but not be limited to:
 - **Executive Monthly Summary:** A concise overview of the month's key activities, achievements, critical issues, and financial status;
 - **Physical Progress Analysis:** Detailed comparison of planned versus actual work accomplished, including photo documentation. Log of material submittals reviewed and status (approved/rejected);
 - **Defects Identification:** Detailed log of all site constraints, technical issues, or delays encountered, along with proposed mitigating actions. Verify that all defects are corrected before final acceptance;
 - **As-Built Documentation:** Review and approve the Contractor's final As-Built Drawings and Operation & Maintenance manuals;
 - **Cost monitoring;**
 - **Protocols of site meetings and decisions;** and
 - **Look-Ahead Schedule:** Detailed plan of work anticipated for the next reporting period.

For the Construction Supervision besides the regularly on-site inspections, one field mission to the project location is expected to be conducted by the Consultant to Kick-Off the construction works and one field mission at the end during handover.

Work Package 12: Construction Completion (Thailand)

After the completion of the construction, consultant is expected to prepare the **Construction Completion Report** that describes the detail of the EbA constructions, as-built drawing, and the lesson learn from the project. The detail of the assignment is detailed below.

- **As-Built Drawings:** Upon substantial completion of the works, the Consultant shall prepare and submit a complete set of As-Built Drawings. These drawings must be developed based on final survey data to accurately record the actual locations, elevations, dimensions, and materials of all constructed elements. The documentation must clearly highlight any changes, deviations, or site modifications that differed from the original design drawings, serving as accurate baseline for future operation and maintenance;
- **Statements of construction cost;**
- **Final Inspection:** The Consultant shall conduct a comprehensive Final Inspection upon substantial completion to verify that the construction works have been executed in accordance with the technical specifications and quality standards. This includes identifying any remaining defects or non-conformities hat the Contractor must rectify before the final handover. Based on this **verified quantity surveys and the certificates of correctness confirmation** is required;
- **Acceptance, taking over and handing over protocols and certificates of occupancy** where required;
- **Final maintenance and operation manuals** based on the previous handouts;
- **Final Long-term impact M&E System Reports;** and
- Finally, the **documentation of lessons learned and recommendations** for upscaling or follow-on activities should be pre-pared in close cooperation with MRCS.

MAIN DELIVERABLES AND CONCRETE TIMELINE IN THAILAND

Tentative schedules of key deliverables are provided below. The exact schedules will depend on the timing of the contracting with the successful consultant, but it is anticipated that the assignment will commence from **September 2026 to 31 December 2027**.

Deliverable and Expected Quality	Number of Working Days (*)	Deadline	Note
B. Inception report Thailand			
B.1: Kick-off meeting with MRC and GIZ	1	1 week after contract start	The kick-off meeting should be conducted a week after the contract signed
B.2: Submission of inception report	5	3 weeks after contract start	The inception report must be submitted 4 weeks after the contract signed
7. Concept Design and Site Analysis (Thailand)			
7.1: Draft Concept Design and Site Analysis Reports	10	8 weeks after contract start	The conceptual design must be closely developed with local communities and local stakeholders

Deliverable and Expected Quality	Number of Working Days (*)	Deadline	Note
7.2: Final Concept Design and Site Analysis Reports	5	10 weeks after contract start	The conceptual design must be closely developed with local communities and local stakeholders
8. Design Planning Documents (Thailand)			
8.1: Draft Design Planning Documents	10	14 weeks after contract start	
8.1: Final Design Planning Documents	10	18 weeks after contract start	
9: Construction Permit Application Documents (Thailand)			
9.1: Construction Permit Application Documents	5	20 weeks after contract start	
10. Technical Tender (Thailand)			
10.1: Draft Technical Tender Documents	10	24 weeks after contract start	The construction drawing, BOQ, and Drawing specification must be submitted in local language and English
10.2: Final Technical Tender Documents	5	26 weeks after contract start	
10.3: Award Documents	10	30 weeks after contract start	
11. Monthly Construction Progress Reports (Thailand)			
11.1: Monthly Construction Progress Reports	30	Every first week of the month after construction start	The construction supervision report must be submitted in local language and English
12. Construction Completion Report (Thailand)			
12.1: Draft Construction Completion Reports	10	4 weeks after construction completion	The report must be submitted in local language and English
12.2: Final Construction Completion Report	5	4 weeks after construction completion	
Total	116	Oct 2027	Final Handover of all project documents

(*) The total number of working days under this TOR is 232 working days, covering both Cambodia and Thailand.

OVERALL IMPLEMENTATION ARRANGEMENT (CAMBODIA AND THAILAND)

MANAGEMENT AND ORGANIZATION

Overall Management of Consultancy

The **International** Consultancy Firm will work under the direction of the Director of the Planning Division who will be supported by the Climate Change Adaptation Specialist of the Planning Division and GIZ Technical Advisors.

Technical Direction and Supervision of the **International** Consultancy Firm

The MRC Planning Division Team (Climate Change Adaptation Specialist and the GIZ Technical Advisors) will oversee the progress and technical quality of the consultancy. The team will work with relevant staff of other MRCS divisions and supports the consultancy in the involvement of national stakeholders through the Cambodian National Mekong Committee Secretariat (CNMCS) and the Thai National Mekong Committee Secretariat (TNMCS). Throughout the assignment, the team steers the consultancy, monitors progress, reviews the quality and accuracy of outputs, and supervises the compliance with agreed standards and procedures as well as environmental and social safeguards.

Termination of Contract by the Employer

The Employer may terminate the Contract for any reason upon not less than fourteen (14) days (in the case of Contract initially for a period of sixty (60) days or more) or seven (7) days (in the case of Contracts initially for a period of less than sixty (60) days) notice to the Consultant.

Upon termination of this Contract:

- (a) the International Consultancy Firm shall take immediate steps to terminate the work and services in a prompt and orderly manner and, to that end, shall provide such information as may reasonably be requested by the Employer concerning the preservation and protection of the work or services performed by the International Consultancy Firm and the results thereof and all property of the Employer, and to minimize losses and further expenditures; the International Consultancy Firm shall also take all reasonable measures to provide for such prevention and protection and for minimization of losses and expenditures;
- (b) the International Consultancy Firm shall be entitled, against appropriate vouchers, to be compensated in accordance with this Contract for work or services performed satisfactorily and in accordance with this Contract prior to its receipt of the notice of termination;
- (c) unless the termination has been occasioned by any fault or neglect on the part of the International Consultancy Firm, its agents, servants, employees, subcontractors or independent contractors, or by any failure of the International Consultancy Firm to perform an obligation under this Contract, the International Consultancy Firm shall also be entitled, against appropriate vouchers, to be reimbursed for such reasonable costs and expenses as shall have been duly and properly incurred in accordance with this Contract prior to the date of such notice of termination, including such forward commitments as could not with diligent effort be cancelled or reduced, and for reasonable costs incident to the orderly termination of the services, the return travel of International Consultancy Firm's personnel and the return shipment of their personal effects and of the equipment of the International Consultancy Firm, to the extent that the same are not otherwise covered by any fees, reimbursements or other compensation paid or payable to the International Consultancy Firm;
- (d) the International Consultancy Firm shall produce such reports as may reasonably be requested by the Employer covering the work and services performed up to the time of termination. The reports shall conform to any reasonable

- requirements by the Employer as to nature, structure and contents. The International Consultancy Firm shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have previously been notified to and approved by the Employer; and
- (e) the International Consultancy Firm shall not be entitled to receive any payments other than those provided for in this paragraph (b).

Overall REQUIRED Experts AND RESPONSIBILITIES (CAMBODIA AND THAILAND)

The Consultant is required to propose personnel suited for the positions described, demonstrating their suitability through CVs that match the range of tasks and required qualifications. The qualifications specified below represent the criteria required to achieve the maximum score in the technical assessment.

Due to the specific context of the project, the International Consultant must engage National Experts from Cambodia and Thailand to execute the tasks listed in Section 5. These National Experts will serve as the primary authority on local design limitations and regulatory compliance. Consequently, the National Experts are required to hold valid professional certifications/licenses for each discipline listed below.

INTERNATIONAL EXPERTS

Required Tasks of Team Leader – Civil Engineer

- Responsible for managing the consultant's advisory packages, ensuring quality and adherence to deadlines;
- Coordinate of technical backstopping mechanisms;
- Coordinating and facilitating communication among the MRCS, implementing agencies, project partners, and other stakeholders;
- Overseeing personnel management, including identifying the need for short-term assignments, planning and supervising tasks, and supporting local and international experts;
- Implementing quality assurance measures for all data and reports;
- Lead technical EbA design of the natural in-stream retention ponds and riparian buffer strips in Cambodia;
- Lead technical EbA re-design of constructed wetland in Thailand;
- Develop site analysis reports, concept design, implementation concepts, technical construction descriptions, design planning documents, tender documents, technical specifications, award documents;
- Develop all structural engineering design calculations for stability and structural integrity of earthworks and minor concrete structures, including manholes, dikes, embankments, paths, and supporting infrastructure;
- Integrate structural and hydraulic engineering with vegetation and habitat requirements.
- Leading and supervising of cost estimations and calculations and priced bills of quantity;
- Supervise preparation of construction drawings;
- Secure safety compliance, national standards and international best practices;
- Develop operation and maintenance plans including handouts;
- Develop long-term impact monitoring and evaluation (M&E) Plan;
- Guide site construction supervision and provide support to the national construction supervisor during the construction phase for earthworks and civil construction quality assurance;
- Develop documentation of lessons learned and recommendations for upscaling or follow-on activities;

- Support the other experts in their work and ensure quality and harmonization of the results of their work;
- Ensure meeting materials prior to meetings and summary records after the meetings that fit the purposes of the project;
- Manage, update and regularly consult with the MRCS on the master schedule with milestones and coordinate the necessary changes to account for unexpected changes, ensuring successful achievement of the project objectives;
- Regular reporting in accordance with deadlines; and
- Ensure implementation of the project is carried out in a gender and vulnerable-responsive manner.

Require Tasks of Water Resources/Hydraulic Engineer

- Lead the hydrological and hydraulic analysis required for the EbA design;
- Develop and calibrate hydraulic models to inform the sizing and placement of the planned EbA measure (e.g., ponds, embankments, spillways and overflow channels, inlet/outlet structures, weirs, pipes and flood control measures);
- Calculate the flood & drought frequency for the design parameters;
- Provide technical input for the EbA design, especially on dimension of water control structures, including sluice gates, culverts, and other required water related works; and
- Contribute to the Technical Specifications and Bill of Quantity (BOQ) for all hydraulic components.
- Contribute in the quality assurance during the construction phase.

Required Tasks of Ecologist/Environmental Expert

- Lead the Biodiversity Assessment, including the flora/fauna surveys and habitat assessment;
- Conduct environmental impact screenings;
- Support EbA designs with ecological design and vegetation planning;
- Select plant species for the constructed wetland considering treatment efficiency;
- Designs habitat structures (zones of water depth, biodiversity strips) ensuring long-term ecological stability;
- Lead development of social and environmental impact mitigation action plans considering site ecological impact, vegetation and biodiversity considerations and overall environmental safeguards;
- Ensure the design and implementation adhere to all relevant environmental safeguards and regulations; and
- Support development of operation and maintenance plans with Site-Specific Maintenance Handout for ecological management and support long-term impact M&E focusing on biodiversity gain and ecosystem function restoration.

NATIONAL EXPERTS

Two national experts for each of the following fields (together six experts, three in Cambodia, and three in Thailand) are required. The tasks and responsibilities of these national experts include as following:

National Civil Engineers

- Lead socio-economic surveys and community engagement and gather information on the property (Land title verification);

- Support the EbA design and set out of all civil structures ensuring the design meets local water resource management, wastewater, irrigation, and environment laws;
- Support design calculations for stability and structural integrity of earthworks and minor concrete structures;
- Support development of social and environmental impact mitigation action plans;
- Oversee the preparation of the Construction Drawing Package, ensuring accurate Engineering Alignment Drawings and Cross-Section Series (existing vs. design grades).
- Sign/certify all technical drawings;
- Advice on local construction techniques and common practices that are available in the local conditions;
- Advice on budget control and provide suggestion on BOQ and specification development;
- Manage permit application and coordinates with national authorities;
- Support cost estimations and calculations with local pricing information; and
- Requirement: Licensed national civil engineering experts.

National Construction Manager/ Site Engineers

- Supervise all construction, earth- and planting works;
- Prepare site commencement notices, variation and change documentation, protocols of site meetings and decisions, photo documentation of construction phases and final inspection reports;
- Coordinate contractors and schedules;
- Conduct cost monitoring and manage statements of construction cost;
- Ensure construction matches specifications and manages safety and quality control; and
- Manage acceptance, taking over and handing over protocols.

National Technical Drawers

- Prepare graphic designs of handouts, conceptual layouts, sketches, schematics;
- Prepare technical design drawings in close coordination with the licensed national civil engineering expert of each country; and
- Support the contractor preparing the as-built drawings in close coordination with the licensed construction managers of each country.

PAYMENT MODALITY

The payment modalities are contingent upon the successful review, approval, and submission of the specific technical documentation detailed in Sections 5 and 6. Payment instalments shall be released upon the completion of each design stage. The first milestone shall be a Mobilization Payment, paid to the Consultant upon signature of the contract by both parties. This payment is intended to cover initial expenses as specified in the bidding documents.

The payment will be made into four (04) instalments: (i) A first Mobilization Payment (10% of total contract value) will be paid after contract signed. The second payment (30 % of total contract value) will be paid after the approval of **Concept Design Reports** and the **Design Planning Documents**. The third payment (30% of total contract value) will be made after the Construction Permit Application and **Technical Tender Documents** are delivered. The final payment (30% of total contract value) will be made after the **Monthly Construction**

Progress Reports, and the **Construction Completion Reports** are delivered. All deliverables must be satisfactorily accepted and confirmed by the MRCS Planning Division.

INTELLECTUAL PROPERTY RIGHTS

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

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

DECLARATION OF NON-FRAUDULENCE AND PROTECTION OF PERSONAL DATA

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

WORKING ARRANGEMENT

Reporting Line:	Director of the MRCS Planning Division
Communication Line:	The Consultant will work under the strategic guidance of the Director of the MRCS Planning Division and work closely with the Climate Change Adaptation Specialist (MRCS Planning Division). Furthermore, the consultant will work in close collaboration and coordination with the National Mekong Committee Secretariats of Cambodia and Thailand.

QUALIFICATIONS AND REQUIREMENTS

INTERNATIONAL EXPERTS

Team Leader – Civil Engineer

- Education/Training: University degree (Master or equivalent) in Civil Engineering or a related field.
- Language: C2-level language proficiency in English.
- General Professional Experience: 10 years in the design and supervision of civil and water infrastructure works.
- Specific Professional Experience: 5 years in planning and constructing natural wastewater treatment plants, river restoration and flood protection measures.
- Leadership/Management Experience: 5 years of leadership experience of international project teams or as manager in a company.
- Regional Experience: 5 years in projects in Southeast Asia, of which 3 years in projects in Cambodia or Thailand.

Water Resources/Hydraulic Engineer

- Education/Training: University degree (Master or equivalent) in Water Resources Engineering, Hydraulic Engineering, or a related field.
- Language: C1-level language proficiency in English.
- General Professional Experience: 7 years in water management, focusing on flood control and irrigation.
- Specific Professional Experience: 5 years in applying hydrological and hydraulic modeling software (e.g., HEC-RAS, MIKE, SOBEK) for flood mitigation projects.
- Other: Proven experience in integrating nature-based solutions (NbS) or EbA into flood and irrigation management.

Ecologist/Environmental Expert

- Education/Training: University degree (Master or equivalent) in Ecology, Environmental Science, Conservation Biology, or a related field.
- Language: C1-level language proficiency in English.
- General Professional Experience: 5 years in ecological field surveys and environmental impact assessment.
- Specific Professional Experience: 3 years supporting the design of NbS/ EbA projects, particularly constructed wetlands and river restoration.
- Regional Experience: 3 years in projects in Cambodia or Thailand.

NATIONAL EXPERTS

National Civil Engineers

- Certification Requirements: Must hold a valid national professional license in civil engineering and possess the legal authority to sign and seal drawings for construction permit applications.
- Education/Training: University degree (Bachelor) in Civil Engineering or a related field.
- Language: Both experts with B1-level language proficiency in English. One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai.
- General Professional Experience: 7 years in the planning and construction of civil and water infrastructure works.
- Specific Professional Experience: Cambodian Expert: 3 years in the planning and construction of river restoration and irrigation systems. Thai Expert: 3 years in the planning and construction of wastewater treatment plants and flood protection measures.

National Construction Manager/ Site Engineers

- Certification Requirements: Must hold a valid national professional license in civil engineering and possess the legal authority to supervise design works.
- Education/Training: University degree (Bachelor) in Civil Engineering or a related field.
- Language: Both experts with B1-level language proficiency in English. One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai.
- General Professional Experience: 7 years in the construction of civil and water infrastructure works.
- Specific Professional Experience: 5 years in supervising the construction of civil and water infrastructure works.

National Technical Drawers

- Education/Training: University degree (Bachelor) in drafting technology, graphic design or a related field.
- Language: One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai.
- General Professional Experience: 5 years in CAD Design.
- Specific Professional Experience: 3 years in drafting detailed technical drawings for civil and water infrastructure works.

Criteria for evaluation of proposal

For evaluation of the proposal, a Quality and Costs Based Selection (QCBS)" method is selected. The score weighting between technical and financial should be 70/30 (the technical proposal = 70 and the financial proposal = 30). The technical evaluation criteria are specified in SECTION IV.

SIGNATURE BLOCK

MRCS:

Full Name: **Nguyen Huy Phuong**

Incumbent's Full Name: _____

Title: **Director of Planning Division**

Signature: _____

Incumbent's Signature: _____

ate: _____

Date: _____

SECTION IV

TECHNICAL EVALUATION CRITERIA		
No	Criteria	Score
1	Company Profile and Experience	10
1.1	The bidder shall demonstrate experience in planning and supervising the construction of ecosystem-based adaptation projects. 3 reference projects requested <i>(submission of project documents including proof of conducted activities related to Concept Design, Design Planning, Tender and Award documents and Construction supervision).</i>	3
1.2	The bidder shall demonstrate experience in planning and supervising the construction of ecosystem-based adaptation projects in Southeast Asia. 2 reference projects requested from Southeast Asia <i>(submission of project documents including proof of conducted activities related to Concept Design, Design Planning, Tender and Award documents and Construction supervision).</i>	2
1.3	Bidder shall provide a copy of similar contracts related to engineering design and planning. 2 contracts for reference requested	2
1.4	Bidder shall provide a copy of the business registration and/or Tax payment for reference.	1.5
1.5	Demonstrate an ability to conduct and produce the required deliverables according to the timeframe, data requirement, and scope of work. Confirmed availability of all experts for the required project timeframe.	1.5
2	Proposed methodology and technical approach	40
2.1	The proposed technical proposal (including project schedule/work plan, and methodology) is in line with the deliverables and expected quality requirements. – In-depth interpretation of the objectives in the ToR (5) – Presentation and explanation of the implementation plan with project schedule, work steps, milestones, personnel assignment (10) – Methodology/strategy with description and justification (20) – Backstopping strategy (5)	40
3	Proposed Personnels	50
3.1	International Expert	20
3.1.1	Team leader – Civil Engineer (1 person) – Education/Training: University degree (Master or equivalent) in Civil Engineering or a related field. – Language: C2-level language proficiency in English. – General Professional Experience: 10 years in the design and supervision of civil and water infrastructure works. – Specific Professional Experience: 5 years in planning and constructing natural wastewater treatment plants, river restoration and flood protection measures. – Leadership/Management Experience: 5 years of leadership experience of international project teams or as manager in a company. – Regional Experience: 5 years in projects in Southeast Asia, of which 3 years in projects in Cambodia or Thailand.	10
3.1.2	Water Resources/Hydraulic Engineer(1 Person)	5

No	Criteria	Score
	– Education/Training: University degree (Master or equivalent) in Water Resources Engineering, Hydraulic Engineering, or a related field. – Language: C1-level language proficiency in English. – General Professional Experience: 7 years in water management, focusing on flood control and irrigation. – Specific Professional Experience: 5 years in applying hydrological and hydraulic modeling software (e.g., HEC-RAS, MIKE, SOBEK) for flood mitigation projects. – Other: Proven experience in integrating nature-based solutions (NbS) or EbA into flood and irrigation management.	
3.1.3	Ecologist/Environmental Expert(1 Person) – Education/Training: University degree (Master or equivalent) in Ecology, Environmental Science, Conservation Biology, or a related field. – Language: C1-level language proficiency in English. – General Professional Experience: 5 years in ecological field surveys and environmental impact assessment. – Specific Professional Experience: 3 years supporting the design of NbS/ EbA projects, particularly constructed wetlands and river restoration. – Regional Experience: 3 years in projects in Cambodia or Thailand.	5
3.2	National Experts	30
3.2.1	National Civil Engineers (2 person: one per each country) – Certification Requirements: Must hold a valid national professional license in civil engineering and possess the legal authority to sign and seal drawings for construction permit applications. – Education/Training: University degree (Bachelor) in Civil Engineering or a related field. – Language: Both experts with B1-level language proficiency in English. One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai. – General Professional Experience: 7 years in the planning and construction of civil and water infrastructure works. – Specific Professional Experience: Cambodian Expert: 3 years in the planning and construction of river restoration and irrigation systems. Thai Expert: 3 years in the planning and construction of wastewater treatment plants and flood protection measures.	10
3.2.2	National Construction Manager/ Site Engineers(2 person: One per each country) – Certification Requirements: Must hold a valid national professional license in civil engineering and possess the legal authority to supervise design works. – Education/Training: University degree (Bachelor) in Civil Engineering or a related field. – Language: Both experts with B1-level language proficiency in English. One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai. – General Professional Experience: 7 years in the construction of civil and water infrastructure works. – Specific Professional Experience: 5 years in supervising the construction of civil and water infrastructure works.	10

No	Criteria	Score
3.2.3	National Technical Drawers(2 Person: One per each country) – Education/Training: University degree (Bachelor) in drafting technology, graphic design or a related field. – Language: One expert C2 level language proficiency in Khmer and one expert with C2 level language proficiency in Thai. – General Professional Experience: 5 years in CAD Design. – Specific Professional Experience: 3 years in drafting detailed technical drawings for civil and water infrastructure works.	10
		100

Note:

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

SECTION V

TECHNICAL PROPOSAL FORMS

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

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. 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.26-003

I (We), the undersigned

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

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

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

Signature and stamp: _____

Name on behalf of the Bidder: _____

Title: _____

Date: _____

SECTION VI

FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Mr. Phetsamone 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 figures¹].

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

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

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

Yours sincerely,
Authorised Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

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

2. Cost Breakdown for services (fee) *

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

List of Material and Equipment Offer

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

words: ()

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

[Designation]

[Date]

SECTION VII

Supplier Declaration Form

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

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

Full Name of Individual/Entity:		
Current Business Natures	☐ Water Resource Management (WRM) and Development Services ☐ Consultancy services including Research on WRM ☐ Training Services ☐ Communication, PR, Advertisement	☐ Research Institution or Development Studies ☐ Freelancer/general consultancy ☐ Others (please specify):
Key Detail of the Current Business:		
Business Structure (if applicable): ☐ Partnership ☐ Join Venture ☐ Limited Liability ☐ Company Corporation ☐ None of the above		Business Type: ☐ For Profit ☐ Non-Profit (NGO) ☐ Public Entity ☐ Community Based Organization (CBO) ☐ Private business
Registration or Formation of business (if applicable):	Country/State:	
	Time of registration (date/month/year):	
	Percentage of Ownership:	
	Business license number:	
The entity/person identified above here by declares and/or confirms that the entity/person including any person having powers of representation, decision-making or control over them or a member of their administrative, management or supervisory body:		

- has not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
- is not in a situation of bankruptcy, liquidation, termination or suspension of business activities, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is subject to a procedure of the same kind;
- has not received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct, including but not limited to: misrepresenting information required for the verification of the absence of grounds for exclusion or in the performance of a contract; entering into agreement with other persons or entities with the aim of distorting competition; violating intellectual property rights; attempting to influence the decision-making process of a contracting authority; or attempting to obtain confidential information;
- has complied and continues to comply with their obligations as regards payment of taxes, social security contributions and dues, according to the applicable statutory provisions;
- is not an entity created to circumvent tax, social or other legal obligations (empty shell company), have ever created or are in the process of creation of such an entity;
- has not been involved in mismanagement or other irregularities related to the use of MRC funds or public funds of another source;
- is not in a situation of conflict of interest in relation to the procurement process and any resulting contract;
- none of its officers, employees or subcontractors has or have been sanctioned for any offence listed in this Declaration Form;
- understands the provisions of the MRC FPAC Mechanism and has not and shall not be involved in any activities that are inconsistent with the standards of conduct set out in the FPAC Mechanism;
- if shortlisted, shall treat as confidential any information provided to it by the MRC Secretariat;
- understands that the MRC Secretariat may publish the name of shortlisted bidders in accordance with the provisions of the MRC Procurement Manual;
- understands that should circumstances pertaining to this Supplier Declaration Form change or new information emerge prior to the award of the goods or services to be procured then

the entity/person is under an obligation to bring such information to the MRC Secretariat's attention forthwith.			
Consent:	Agrees to the MRC rules for protection of personal data.	Yes ☐	No ☐
	Agrees to the MRC publishing information regarding the bidder in accordance with its Procurement Manual.	Yes ☐	No ☐
	Agrees to the MRC's established rules and regulations, and disciplinary measures will be undertaken as per terms and condition set in the contract should any violation occurred.	Yes ☐	No ☐
Signature and Date:	<i>I declare, on behalf of the entity or myself, that I have the power to represent the entity in making the declarations contained in this Supplier Declaration Form, that to the best of my knowledge the statements made in this Supplier Declaration Form are complete, true and correct and undertake to provide verification for any information that the MRC Secretariat may request:</i>		

SECTION VIII

VERIFICATION MATRIX

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

(Indicative only to illustrate possible use)

Note: • Risk identified and mitigation measures described

Prepared by
(name, title, and team)

Signature

Date

Reviewed by
(name, title, and team)

Signature

Date

SECTION IX

DRAFT CONTRACT

MEKONG RIVER COMMISSION CONTRACT
(Lump sum contract)

[Insert Contract Number/Current Year]

[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 ²	AMOUNT	TARGET DATE
[Insert milestone]	[Insert amount]	[Insert date]

4. Special Conditions

4.1 No special conditions shall apply.

5. Submission of Invoices

5.1 All original and signed invoices shall be submitted by the Consultant for the payment under the contract to MRC's Procurement Unit, address as mentioned in clause 9.

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

6. Time and Manner of Payment

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]**.

² If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with the Employer policies and procedures.

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

8. Modifications

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

9. Notifications

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

For the Employer:

Mekong River Commission Secretariat

Administration Division

Procurement Unit

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

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

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

Email: procurement@mrcmekong.org

For the Consultant:

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

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

Mekong River Commission Secretariat

Consultant

Chief Executive Officer

Date:

Date:

Clearance by:

Administration Division

Funds are available and obligated by:

ANNEX I

General Conditions of Contract

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

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

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

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

2. Contract Documents

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

3. Fraud and Corruption

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

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

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

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

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

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

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

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

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

- 4. Interpretation
 - 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
 - 4.3 Entire Agreement

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

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - 4.5 Nonwaiver
 - (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in

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

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

4.6 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

8. Notices

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

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

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

15. Terms of Payment

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16. Taxes and Duties

- 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

- 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

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

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

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

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| 22. Packing and Documents | <p>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.</p> <p>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.</p> |
| 23. Insurance | <p>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.</p> |
| 24. Transportation | <p>24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> |
| 25. Inspections and Tests | <p>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.</p> <p>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.</p> |

- 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)³ 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]*,⁴ and any demand for payment under it must be received by us at this office on or before that date.

³ 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.

⁴ 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)⁵ 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]*

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

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 date⁶]*.

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

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

⁶ *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