

**KINGDOM OF CAMBODIA
NATION RELIGION KING**



**Ministry of Water Resources and Meteorology
Project Management Unit
Irrigated Agriculture Improvement Project (IAIP)**

Framework Loan No. ELM Asia 2014-2020/

EIB Loan No. 91788



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: MOWRAM -EIB/CS02-SUR1

**Selection of Consulting Services for:
Topographic Survey and Geotechnical Investigation
(Reference number: MOWRAM -EIB/CS02-SUR1)**

Promotor: Ministry of Water Resources and Meteorology

Country: Kingdom of Cambodia

Project: Irrigated Agriculture Improvement Project (IAIP)

Issued on: 6 Decemeber 2024

Preface

- (1). This Request for Proposals (“RFP”) has been prepared by the Ministry of Water Resources and Meteorology (“MOWRAM”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Standard Operating Procedures on Procurement was issued by the Royal Government of Cambodia by Sub Decree No.181 ANK.BK dated 02nd December 2019 on promulgating the updated Standard Procedures for Implementing All Externally Financed Projects/Programs in Cambodia.
- (2). This document is used when the development partners financing the procurement of consulting services do not have their own standard request for proposals documents.
- (3). The Contract for Consultancy Services that is the subject of the present Request for Proposals will be financed by the European Investment Bank (EIB).
- (4). The procurement procedure will be carried out in line with the EIB’s Guide to Procurement which can be accessed at the following URL:
https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf
- (5). The provisions of the Standard Operating Procedures on Procurement were adjusted to reflect the principles set forth in the EIB’s Guide to Procurement.
- (6). The Consultant should alert the Promoter in writing, in case they consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some consultants.
- (7). Complainants may challenge EIB’s decision with regard to the compliance of the procurement process with the EIB Guide to Procurement. Allegations of Prohibited Conduct in relation with a procurement process will be handled by the competent EIB services, in line with the Bank’s Anti-Fraud policy. Complaints to EIB should be submitted by e-mail to procurementcomplaints@eib.org.

Abbreviations

BTP	biodata technical proposal
CMS	consultant management system
CQS	consultants' qualifications selection
CSC	consultant selection committee
CSRN	consulting services recruitment notice
CV	curriculum vitae
EA	executing agency
EIB	European Investment Bank
EOI	expression of interest
ETP	evaluated total price
FBS	fixed-budget selection
FTP	full technical proposal
ICS	individual consultant's selection
LCS	least-cost selection
MDB	multilateral development bank
OAI	Office of Anticorruption and Integrity
PES	personnel evaluation sheet
QBS	quality-based selection
QCBS	quality- and cost-based selection
RFP	request for proposal
SES	summary evaluation sheet
SRFP	standard request for proposal
SSS	single-source selection or direct contracting
STP	simplified technical proposal
TOR	terms of reference
UN	United Nations

TABLE OF CONTENTS

- **Section 1 – Letter of Invitation**
- **Section 2 – Instructions to Consultants and Data Sheet**
- **Section 3 – Technical Proposal – Standard Forms**
- **Section 4 – Financial Proposal – Standard Forms**
- **Section 5 – Eligible Countries**
- **Section 6 – Bank’s Anticorruption Policy**
- **Section 7 – Terms of Reference**
- **Section 8 – Conditions of Contract and Contract Forms**

TABLE OF CLAUSES

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Corrupt and Fraudulent Practices
5. Eligibility

B. Preparation of Proposals

6. General Considerations
7. Cost of Preparation of Proposal
8. Language
9. Documents Comprising the Proposal
10. Only One Proposal
11. Proposal Validity
12. Clarification and Amendment of Request for Proposal (RFP)
13. Preparation of Proposals – Specific Considerations
14. Technical Proposal Format and Content
15. Financial Proposal

C. Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Proposals
17. Confidentiality
18. Opening of Technical Proposals
19. Proposals Evaluation
20. Evaluation of Technical Proposals
21. Financial Proposals for Quality-Based Selection (QBS)
22. Public Opening of Financial Proposals (for Quality- and Cost Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods)
23. Correction of Errors
24. Taxes
25. Conversion to Single Currency
26. Combined Quality and Cost Evaluation

D. Final Clarifications and Award

27. Negotiations
28. Conclusion of Negotiations
29. Award of Contract
30. Procurement-Related Complaint

E. Data Sheet

- 31. Appendix 1 – Summary and Personnel Evaluation Sheet for Technical Proposal

F. Disqualification of an Expert

- 32. Checklist of Required Forms
- 33. Form TECH-1
- 34. Form TECH-2
- 35. Form TECH-3
- 36. Form TECH-4
- 37. Form TECH-5
- 38. Form TECH-6 -Covenant of Integrity
- 39. Form TECH-7-Enivirontmental and Proposal Covenant

Section 3. Technical Proposal – Standard Forms**Section 4. Financial Proposal – Standard Forms****Section 5. Eligible Countries****Section 6. Anticorruption Policy****Section 7. Terms of Reference****Section 8. Conditions of Contract and Contract Forms**

Harmonised Standard Form of Contract: Consultant's Services - Lump Sum

Preface

I. Form of Contract

II. General Conditions of Contract

III. Special Conditions of Contract

IV. Appendices

Section 1. Letter of Invitation

(as posted in news portal)

Name of Assignment: Topographic Survey and Geotechnical Investigation

RFP No. EIB/MOWRAM/CS02-SUR1

Framework Loan No.: ELM Asia 2014-2020 /**Contract No. (FI N0)** 91783

Country: Kingdom of Cambodia

Date: 6 December 2024

TO: Interested Firms

Dear Mr./Ms.

1. The Royal Government of Cambodia (RGC) has received a loan from European Investment Bank (EIB) towards the cost of the Irrigated Agriculture Improvement Project (IAIP) which is implemented by its Ministry of Water Resources and Meteorology (MOWRAM) (hereafter called "the Client").
2. The Client invites proposals to provide the following consulting services (hereinafter called "Services"): [Topographic Survey and Geotechnical Investigation for the three priority irrigation schemes in Kamping Pouy, Canal 15 \(Thnaot Te\) and Prek Po](#). More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) is open to all interested Consultants with the following qualifications:
 - (a) **Technical Capacity – general:** Experience as a consulting firm contracted for services for at least five (5) years with specific experience as a consultant for providing topographic survey and geotechnical survey for irrigation schemes or closely similar projects within the last three (3) years.
 - (b) **Technical capacity – contract references:**
 - i. Successful completion within the five (5) years prior to the submission deadline of at least two (2) service contracts for topographic survey and geotechnical survey of irrigation or water resources management infrastructures with **individual contract amount of at least 100,000 USD**. Reference can be part of the combined or separated contracts. Please provide a certificate of completion for each contract
 - ii. The firm should have carried out the services requested at point b.i above as Single Consultant or Lead Consultant in an Association/ Consortium/Joint Venture.
 - (c) Successful Candidate shall present availability of essential survey instrument (i) one completed set of DGPS (Differential Global Positioning Systems),(ii) Photogrammetry Drones, (iii) LDM (Laser Distance Meter), (iv) Water Depth Sounder Measurement tools, (v) Hydraulic Machine for Geotechnical Investigation, and (v) one completed set for laboratory tools
 - (d) Evidence of at least 1 senior staff member with post-graduate qualifications in Civil/Geodetic Engineering having experience in undertaking topographical survey

within the last 5 years; and at least 1 senior staff member with post-graduate qualifications in Geotechnical study having undertaken geotechnical works for design of irrigation and water resources management infrastructure or equivalent.

- (e) **Financial Resources:** The minimum amount of liquid assets or working capital or credit facilities of the Bidder shall be USD50,000.00 (to be demonstrated by audited account statements and/ or letter from reputable bank).
4. Interested bidder may download the RFP with TOR from <https://doc.nwrddmc-mowarm.gov.kh/>
5. A firm will be selected under **Quality and Cost-Based Selection (QCBS)** procedures stipulated in the Royal Government of Cambodia's Procurement Manual for All Externally Financed Project currently in force and consistent with **Open procedure - most economically advantageous tender** procedure defined the Guide to Procurement for projects financed by the EIB.
6. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Eligible Countries
Section 6 - Government Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Condition of Contract and Standard Forms of Contract (Lump Sum)
7. Please inform us that you are interested to submit a proposal by ____Month 2024 in writing at Ministry of Water Resources and Meteorology, Department of Farmer User Community, PMU-EIB MOWRAM Office, #364, Presh Monivong Boulevard, Phsar Daeum Thkov, Khan Chamkarmon, Phnom Penh, Cambodia by facsimile (855) 012 528 777/ 012 851 630/ 012 790 035, or by E-mail: chansinath78@gmail.com/ suasdeyim@yahoo.com/ sokboren83@gmail.com.
8. Details on the proposal's submission date, time and address are provided in Clause 18.1 and 22.1 of the ITC.

Yours sincerely,

H.E CHANN SINATH
Secretary of State
Ministry of Water Resources and Meteorology (MOWRAM)
Director of PMU-ADB-WB and EIB MOWRAM
Project Director of IAIP

Section 2. Instructions to Consultants (ITC) including Data Sheet (DS)

A. General Provisions

1. Definitions

1. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. "Applicable Guidelines" means the Guide to Procurement to projects financed by EIB (available from <https://www.eib.org/en/publications/guide-to-procurement>) and RGC's Procurement Manual (available from <https://gdicdm.mef.gov.kh/en/2017/01/02/674.html>) governing the selection and Contract award process as set forth in this RFP. In case of discrepancies between the EIB Guide to procurement and RGC's Procurement Manual, the EIB Guide to procurement shall prevail.
3. "Applicable Law" means the laws and any other instruments having the force of law in the Kingdom of Cambodia, as specified in the **Data Sheet**.
4. "Borrower" means the RGC.
5. "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
6. "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
7. "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
8. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
9. "Day" means a calendar day.
10. "Development Partner" (DP) means European Investment Bank (EIB) that has provided funds to the Cambodia for the financing of the Contract.
11. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
12. "Government" means the RGC.
13. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
14. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services

under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

15. "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the all Consultants with all information needed to prepare their Proposals.
16. "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
17. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
18. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
19. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
20. "Services" means the work to be performed by the Consultant pursuant to the Contract.
21. "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
22. "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment

2. Introduction

2. 1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.
2. 2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for clarifying and ultimately signing the Contract with the selected Consultant.
2. 3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
2. 4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 Assessment and handling of conflicts of interest shall be done in compliance with Clause 1.5 of the Guide to Procurement for projects financed by EIB.

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i). **Conflict between consulting activities and procurement of goods, works, or non-consulting services.** A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii). **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii). **Relationship with the Client's staff:** a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the EIB financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices

4.1 The Client and EIB require compliance with the Government Laws and Regulations and with EIB's Anti-Fraud Policy (<https://www.eib.org/en/publications/anti-fraud-policy>) and its prevailing sanctions policies and procedures in regard to corrupt and fraudulent practices as set forth in Section 6. In case of any discrepancy, EIB's anti-fraud policy shall prevail. All Consultants (including Joint Venture partners and sub- consultants) are required to sign and return a Covenant of Integrity [Form TECH-6]

4.2 It is the EIB's policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under EIB- financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The EIB reserves the right to take all appropriate action in order to enforce this policy.

- 4.3 Moreover, the EIB is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).
- 4.4 In pursuance of this policy as set out in EIB's Anti-Fraud Policy, if it is established to the required standards that a project related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:
- May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
 - May declare ineligible such project-related party to be awarded the contract; and/or
 - May withhold the Bank's no objection to contract award and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.
- 4.5 Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.
- 4.6 In further pursuance of this policy, Consultants shall permit and shall cause their agents, experts, sub-consultants, sub- contractors, services providers, or suppliers to permit the Client or the relevant competent entity of the Government or EIB to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award).
- 4.7 **IMPORTANT:** It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.

5. Eligibility

- 5.1 Consultants (individuals and firms, including Joint Ventures and their individual members) from any country are eligible to offer this consulting services.

- 5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 5.3 As an exception to the foregoing Clauses 5.1 and 5.2 above:
- a. Sanctions**
- 5.3.1 Pursuant to its Sanctions Policy, the EIB shall not provide finance or otherwise make funds available to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter.
- 5.3.2 A firm or an individual sanctioned by the EIB shall be ineligible to be awarded the Contract. A list of debarred firms and individuals is available at website: www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm;
- b. Restrictions for Public Employees**
- 5.3.3 Government officials and its civil servants of are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government or create a Conflict of Interest as defined by EIB's Guide to Procurement (see Section 6 below) and they
- (i) are on leave of absence without pay, or have resigned or retired;
 - (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal; and
 - (iii) their hiring would not create a conflict of interest

B. Preparation of Proposals

- 6. General Considerations**
- 6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 7. Cost of Preparation of Proposal**
- 7.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

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|---|------|--|
| 8. Language | 8.1 | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the English language |
| 9. Documents Comprising the Proposal | 9.1 | The Proposal shall comprise the documents and forms listed in the Data Sheet. |
| | 9.2 | If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). |
| | 9.3 | The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). |
| 10. Only One Proposal | 10.1 | The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or its staff from participating as Key Experts and Non-Key Experts in more than one Proposal. |
| 11. Proposal Validity | 11.1 | The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. |
| | 11.2 | During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. |
| | 11.3 | If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation. |
| a. Extension of Validity Period | 11.4 | The Client will make its best effort to complete the clarifications within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. |
| | 11.5 | If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. |
| | 11.6 | The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| b. Substitution of Key Experts at | 11.7 | If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, |

Validity Extension	a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
11.8	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	11.9 The Consultant shall not subcontract the whole of the Services.
12. Clarification and Amendment of RFP	<p>12.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>12.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>12.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>12.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> <p>12.3 Tenderers should alert the promoter in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some tenderers.</p>
13. Preparation of Proposals – Specific Considerations	<p>13.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>13.1.1 A shortlisted Consultant may NOT associate with a Joint Venture partner or Sub-Consultants other than those named in the shortlist.</p> <p>13.1.2 The Data Sheet indicates the estimated Key Experts' time input (expressed in person-month).</p> <p>13.1.3 The Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for</p>

the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

- 13.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

14. Technical Proposal Format and Content

- 14.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 14.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 14.2 The Consultant is required to submit a Technical Proposal using the Standard Forms provided in Section 3 of the RFP.

15. Financial Proposal

- 15.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

a. Price Adjustment

- 15.2 For assignments with a duration exceeding twenty-four (24) months, a price adjustment provision for foreign and/or local inflation for remuneration rates may apply if so, stated in the Data Sheet.

b. Taxes

- 15.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

c. Currency of Proposal

- 15.4 The Consultant may express the price for its Services in the US Dollar, Cambodian Riel or the currency of its country or a combination of two currencies of which the Cambodian Riel is one, as stated in the Data Sheet.

d. Currency of Payment

- 15.5 Payment under the Contract shall be made in the currency or currencies in which the price has been quoted in the Proposal.

C. Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Proposals

- 16.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 9 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 16.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney or authority letter by the owner, in case of a single owner firm, attached to the Technical Proposal.

- 16.2.1 A Proposal submitted by a Joint Venture must nominate a Lead Partner in the Joint Venture. The Proposal shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 16.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 16.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]," reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL ..." the Indicated date in the Data Sheet.
- 16.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 16.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE the Specific **Date of the submission deadline** indicated in the Data Sheet]".
- 16.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 16.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened
- 17. Confidentiality**
- 17.1 From the time the Proposals are opened to the time the until the Notification of Intention to Award the Contract, the Consultant should not contact the Client on any matter related to its Technical or Financial Proposal. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other

party not officially concerned with the process, until the publication of the Contract award information.

- 17.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18. Opening of Technical Proposals

- 18.1 The Client shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Client until they are opened in accordance with Clause 22 of the ITC.

- 18.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

19. Proposals Evaluation

- 19.1 Subject to provision of Clause 14.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the Government and the EIB issues its "no objection", if applicable.
- 19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 11.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals

20. Evaluation of Technical Proposals

- 20.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 20.2 A Technical Proposal shall be considered as Substantially Responsive if it:
- 20.2.1 Is submitted in full compliance with these Instructions to Consultants and Data Sheet;
 - 20.2.2 Includes all required Technical Proposal forms fully completed and duly signed by an authorized signatory;
 - 20.2.3 Does not propose any material difference or deviation from or reservation to the Terms of Reference;

		20.2.4	Is not considered as Non-Responsive for any of the reasons stated in these Instructions to Consultants and Data Sheet.
21. Financial Proposals for Quality-Based Selection (QBS) – Not Applicable	21.1		Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to clarify the Contract.
	21.2		If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client. All other Financial Proposals are returned unopened after the Contract clarifications are successfully concluded and the Contract is signed.
22. Public Opening of Financial Proposals (for QCBS, FBS, and LCS Methods)	22.1		After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The notification shall provide the Consultant's overall technical score and a summary of the relevant reasons for that decision. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.
	22.2		The Financial Proposals shall be opened by the Client in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
23. Correction of Errors	23.1		Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal
	a. Time-Based Contracts	23.1.1	If a Time-Based contract form is included in the RFP, the Client will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures if there are no other errors, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal

prevails and the Client shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump Sum Contracts	23.1.2	If a Lump Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
24. Taxes	24.1	The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
25. Conversion to Single Currency	25.1	For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
26. Combined Quality and Cost Evaluation		
a. Quality- and Cost-Based Selection (QCBS)	26.1	In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for final clarifications preparatory to signing the Contract.
b. Fixed-Budget Selection (FBS) – Not Applicable	26.2	In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.
	26.3	The Client will select the Consultant that submitted the Technical Proposal with the highest score that does not exceed the budget indicated in the RFP, and invite the Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS) – Not Applicable	26.4	In the case of LCS, the Client will select the Consultant with the lowest evaluated total price among the consultants that achieved the minimum technical score, and invite the Consultant to negotiate the Contract.

D. Final Clarifications and Award

27. Final Clarifications	27.1	Final Clarifications will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to clarify and sign a Contract on behalf of the Consultant.
	27.2	The Client shall prepare minutes of final clarifications that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal in writing as a pre-requisite to final clarifications,

		or, if applicable, a replacement in accordance with Clause 11.7 of the ITC. Failure to confirm the Key Experts' availability prior to the start of the final clarifications will result in the rejection of the Consultant's Proposal and the Client proceeding to final clarifications and award of the Contract with the next- ranked Consultant.
	27.4	Notwithstanding the above, the substitution of Key Experts at the final clarifications may be considered if due solely to circumstances of death or medical incapacity of the Expert. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to clarify the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical Clarifications	27.5	The final clarifications include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, the quality of the final product or the contract price.
c. Financial Clarifications	27.6	The final clarifications include the clarification of the Consultant's tax liability in the Cambodia and how it should be reflected in the Contract.
	27.7	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump Sum contract shall not be changed.
	27.8	In the case of a Time-Based contract, unit rates for remuneration rates of Key Experts and Non-Key Experts offered in the Financial Proposal shall not be changed.
28. Conclusion of Final Clarifications	28.1	The final clarifications are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.
	28.2	If the final clarifications fail, the Client shall terminate the final clarifications informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to commence Final Clarifications and Award of Contract.
29. Award of Contract	29.1	After completing the Final Clarifications, the Client shall obtain the necessary internal approval, if applicable; and will promptly notify the other shortlisted Consultants, including a summary of the relevant reasons for the decision. There will then be a Standstill Period of 10 days during which objections may be submitted.
	29.2	Other shortlisted Consultants or any party having or having had an interest in obtaining the Contract, and who has been harmed or risks being harmed by an alleged infringement of the procedure for award of the Contract, may submit an objection using the procedure defined in Section 3.5 of the RGC's Standard Operating Procedures on Procurement for All Externally Financed Projects/ Programmes in Cambodia, (https://gdicdm.mef.gov.kh/en/2017/01/02/674 .) The EIB approach in

dealing with procurement complaints is clarified in the Annex 8 of the EIB Guide to Procurement and in case of discrepancies between the RGC's Standard Operating Procedures and the EIB Guide to procurement, the latter apply. Objections should be notified to the Client in the first instance. In case the complainant is not satisfied with the response, complaints may be addressed to the Director General, General Department of International Cooperation and Debt Management (GDICDM), Ministry of Economy and Finance (MEF), Building A, 2nd Floor, Street 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia. Tel/Fax No. (855-23) 725 341

- 29.3 In addition, any member of the public may refer a complaint to EIB in respect of an alleged instance of maladministration in the EIB's procurement due diligence. The procedure for submitting such complaints may be found Annex 8 of the EIB's Guide to Procurement.
- 29.4 At the end of the Standstill Period, or once any objections have been resolved, the Client shall sign the Contract and shall publish the award information as per the instructions in the Data Sheet. and
- 29.5 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<u>Country of Applicable Law</u> The Kingdom of Cambodia.
2.1	Name of the Client: Ministry of Water Resources and Meteorology (MOWRAM) Method of selection: A firm will be selected under Quality and Cost-Based Selection (QCBS) procedures stipulated in the Royal Government of Cambodia's Procurement Manual for All Externally Financed Project currently in force and consistent with Open procedure - most economically advantageous tender procedure as defined in the Guide to Procurement for projects financed by the EIB (https://www.eib.org/en/publications/guide-to-procurement , .
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: MOWRAM -EIB/CS02-SUR1-Topographic Survey and Geotechnical Investigation
2.3	A pre-proposal conference will be held: No Date of pre-proposal conference: Not Applicable Time: Not Applicable Address: Not Applicable Telephone: (855) 012 528 777 Facsimile: same E-mail: channsinath78@gmail.com Contact person coordinator: <ul style="list-style-type: none"> • Mr. Im Soursdey, Project Manager Tel: (855) 012 851 630, E-mail: suasdeyim@yahoo.com • Mr. Sok Boren, Procurement Officer Tel: (855) 012 790 035, E-mail: sokboren83@gmail.com Interested bidder to contact the above person by email to obtain copy of this RFP and TOR.

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7 Terms of Reference (TOR)</p>
5.1	<p>Interested eligible consulting firms must provide the below information, listed in decreasing order of importance, to establish their competence in performing the services required:</p> <p>a. Technical Capacity – general: Experience as a consulting firm contracted for services for at least five (5) years with specific experience as a consultant for providing topographic survey and geotechnical survey for irrigation schemes or closely similar projects within the last three (3) years.</p> <p>b. Technical capacity – contract references:</p> <p>i. Successful completion within the five (5) years prior to the submission deadline of at least two (2) service contracts for topographic survey and geotechnical survey of irrigation or water resources management infrastructures with individual contract amount of at least 100,000 USD. Reference can be part of the combined or separated contracts. Please provide a certificate of completion for each contract</p> <p>ii. The firm should have carried out the services requested at point b.i above as Single Consultant or Lead Consultant in an Association/ Consortium/Joint Venture.</p> <p>c. Successful Candidate shall present availability of essential survey instrument (i) one (1) complete set of DGPS (Differential Global Positioning Systems) ,(ii) Photogrammetry Drones, (iii) LDM (Laser Distance Meter) and (iv) Water Depth Sounder Measurement tools (v) Hydraulic Boring Machine or Rotary Boring Machine for Geotechnical Investigation, and (v) one completed set for laboratory tools</p> <p>d. Evidence of at least 1 senior staff member with post-graduate qualifications in Civil/Geodetic Engineering having experience in undertaking topographical survey within the last 5 years; and at least 1 senior staff member with post-graduate qualifications in Geotechnical study having undertaken geotechnical works for design of irrigation and water resources management infrastructure or equivalent.</p> <p>e. Financial Resources: The minimum amount of liquid assets or working capital or credit facilities of the Bidder shall be USD50,000.00 (to be demonstrated)</p> <p>The above qualification criteria will be evaluated on a pass/fail method</p>
<p>B. Preparation of Proposals</p>	

9.1	<p>The Proposal shall comprise the following:</p> <p><u>For TECHNICAL PROPOSAL</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney or letter of authority (single owner firm) to sign the Proposal (2) TECH-1 (3) TECH-2 (Not Applicable) (4) TECH-3 (5) TECH-4
9.1	<ul style="list-style-type: none"> (6) TECH-5 (7) TECH-6 Covenant of Integrity (8) TECH-7 Environmental and Social Covenant <p>2nd Inner Envelope with the Financial Proposal:</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (Not Applicable)
9.2	<p>Consultant shall sign and include the Covenant of Integrity (ref. Form TECH-6) and the Social and Environmental Covenant (Form TECH-7)</p>
10.1	<p>Participation of Sub-consultants or its staff as Key Experts in more than one Proposal is permissible: No</p>
11.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline.</p>
12.1	<p>Clarifications may be requested no later than ten (10) calendar days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Mr. Im Soursdey Project Manager Ministry of Water Resources and Meteorology (MOWRAM) Irrigated Agriculture Improvement Project Email: suasdeyim@yahoo.com Fax/Tel No.:</p>

13.1.1	<p><u>Preparation of Proposals – Specific Considerations</u></p> <p><u>None</u></p>
13.1.2	<p>The estimate of Key Experts' time is dependent on the approach and methodology of the firm.</p> <p>The candidate (consulting firm) should include in its technical and financial proposal adequate time inputs for the Key Experts and for non-Key Experts as are considered by the candidate to be needed to undertake the tasks and deliver the required outputs.</p>
13.1.4 and 26.2	<p>The total available budget for this assignment is 335,487 USD (exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p>
15.1.	<p>Reimbursable expenses are as follows: Not Applicable</p>
15.2	<p>A price adjustment provision applies to remuneration rates: No</p>
15.3	<p>The Consultant shall be responsible for all the duties, taxes and other levies associated in undertaking this contract service in accordance with EIB Guide to Procurement GtP Clause 3.7.7</p> <p><i>[Note to Consultant: The nationality is determined by the country of incorporation in case of a firm and the citizenship in case of an individual.]</i></p> <p>Information on the Consultant's tax obligations in the Client's country can be found from the following source:</p> <p>General Department of Taxation of Ministry of Economy and Finance Lot 522-524, Corner Russian Federation & Mao Tsetong Blvd. Toek Laak I, Tuol Kork, Phnom Penh, Cambodia. Tel: (+855) 23 886 708 E-mail: gdt@tax.gov.kh Web URL: http://www.tax.gov.kh</p>
15.4	<p>The Financial Proposal shall be stated in the following currencies: United States Dollars (USD), Cambodian Riel (KHR) or the currency of the consultant's country. No more than two currencies may be used. If two currencies are used, KHR must be one.</p>
C. Submission, Opening and Evaluation	
16.1	<p>The Consultants <i>shall not</i> have the option of submitting their Proposals electronically.</p>

16.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and three (3) copies; Flash Drive 32GB to be included within the envelope containing the Originals and Copies of the Technical Proposal</p> <p>(b) Financial Proposal: one (1) original, and one soft copy in USB Flash Drive 32GB. In case difference between, copies/Flash Drive and the original, the original shall prevail.</p> <p>MOWRAM reserves the right to request for soft copies if they are not submitted with the original copies.</p>
16.9	<p><u>Deadline for the Submission of Proposals</u></p> <p>The Proposals must be submitted no later than:</p> <p>Date: 8 January 2025 Time: 10 AM, Cambodia Local Time</p> <p>The Proposal submission address is: Ministry of Water Resources and Meteorology (MOWRAM) Rumdoul Meeting Hall, #364, Preah Monivong Blvd, Sangkat Phsar Daeum Thkov, Khan Chamkarmon, Phnom Penh, Cambodia</p>
18.1	<p><u>Opening of Technical Proposals</u></p> <p>An online option for the opening for the Technical Proposals is offered: Yes _____ or No _____✓_____</p>
	<p>The opening shall take place at:</p> <p>The opening shall take place at the same location as the submission address specified in 16.9 above.</p> <p>Date: 8 January 2025 Time: 10:00 AM, Cambodia Local Time</p>
18.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>

20.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:</p> <p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference: 60</p> <p>(a) Approach and Methodology 25</p> <p>(b) Work Program 15</p> <p>(c) Personnel Organization and Schedule 20</p> <p>Notes to Consultants: The Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts.</p> <p>(ii) Key Experts' qualifications and competence for the Assignment: 40</p> <p>(a) Team Leader/Survey Manager 15</p> <p>(b) Geodetic/ Topographic Surveyor 13</p> <p>(c) Geotechnical Specialist 12</p> <p>TOTAL POINTS FOR THE TWO CRITERIA (I) & (II): 100</p> <p>The minimum technical score (St) required to pass is: 75 (maximum 100)</p> <p>The Client may ask the Consultants for any clarification needed to assess the Technical Proposals, but no amendment to the substance of the Proposal or to the price can be accepted after the opening of the Proposals.</p>
22.1	An online option of the opening of the Financial Proposals is NOT offered.
24.1	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by foreign experts in Cambodia. If a Contract is awarded, at Contract clarifications all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
25.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: United State Dollars (US Dollars). The official source of the selling (exchange) rate is: National Bank of Cambodia. www.nbc.org.kh/english/economic_research/exchange_rate.php.</p> <p>The date of the exchange rate is: seven (7) days prior to the Proposal submission deadline.</p> <p>Time: 10:00 hours (Cambodia Local Time)</p>

26.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80% and</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:</p> <p>$S = St \times T\% + Sf \times P\%$.</p>
D. Clarifications and Award	
27.1	<p>Expected/indicative date and address for final contract clarifications:</p> <p>Date: 01 January 2025.</p> <p>Address: Ministry of Water Resources and Meteorology, Rumduol Meeting Hall, #364, Presh Monivong Boulevard, Phsar Daeum Thkov, Khan Chamkarmon, Phnom Penh, Cambodia</p>
29.4	<p>The publication of the contract award information following the completion of the contract clarifications and contract signing will be done in the MOWRAM’s website: https://doc.nwrddmc-mowram.gov.kh/public/doc_eib and in the Official Journal of the European Union</p> <p>The publication will be done within <i>fourteen (14)</i> days after the contract signing.</p>
29.5	<p>Expected date for the commencement of the Services:</p> <p>Date: 01 February 2025 at: Ministry of Water Resources and Meteorology, Department of FWUC, #364, Presh Monivong Boulevard, Phsar Daeum Thkov, Khan Chamkarmon, Phnom Penh, Cambodia</p>

Attachment 1:

SUMMARY EVALUATION SHEET FOR SIMPLIFIED TECHNICAL PROPOSALS								
EVALUATION CRITERIA		Max. Weight	F1		F2		F3	
			Rating	Score	Rating	Score	Rating	Score
I. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference		60						
a.	Approach and Methodology	25						
b.	Work Program	15						
c.	Personnel Organization and Schedule	20						
II. Personnel (Areas of Expertise)		40						
A. Key Experts								
a.	Team Leader	15						
b.	Geodetic Engineer/Topographic Surveyor	13						
c.	Geotechnical Specialist	12						

PERSONNEL EVALUATION SHEET								
Name of Firm:								
POSITION/AREA OF EXPERTISE	NAME	A		B		C		
		General		Project-Related		Overseas/Country		TOTAL
		Qualifications		Experience		Experience		SCORE
		15%		70%		15%		(A+B+C)
Key Experts (International or National)		Rating	Score	Rating	Score	Rating	Score	
KE1								
KE2								
KE3								

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should be deleted in the final proposal to be submitted.]

CHECKLIST OF REQUIRED FORMS

Required (√)	FORM	DESCRIPTION	Page Limit
√	TECH-1	Technical Proposal Submission Form.	
“√”	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members. In case of single owner firm, Proposal signed by the Owner.	
	TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
	TECH-2A	A. On the Terms of Reference.	
	TECH-2B	B. On the Counterpart Staff and Facilities.	
√	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment.	1-2 pages
√	TECH-4	Work Schedule and Planning for Deliverables.	
√	TECH-5A	Team Composition, Key Experts Inputs	
√	TECH-5B	Curriculum Vitae (CV).	5-pages max
√	TECH-6	Covenant of Integrity	
√	TECH-7	Environmental and Social Covenant	

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Topographic Survey and Geotechnical Investigation** in accordance with your Request for Proposals dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a joint venture, insert the following: “We are submitting our Proposal a joint venture with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.”]

[OR]

[If the Consultant’s Proposal includes Sub-consultants, insert the following: “We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]”]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the **Data Sheet**, Clause 11.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by the Government’s Laws and Regulations and with EIB’s Anti-Fraud Policy and its prevailing sanctions policies and procedures in regard to corrupt and fraudulent practices as set forth in Section 6.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the EIB except as declared in the Covenant of Integrity (Form TECH-6). Further, we are not ineligible due to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery,

in force in the Kingdom of Cambodia under the Law on Anti-Corruption and its regulations. We further undertake to comply with EIB's Anti-Fraud Policy and understand that in case of discrepancy, EIB's Anti-Fraud Policy will prevail.

- (g) Except ITC 11.7, we undertake to clarify a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 11.7 and ITC Clause 27.4 may lead to the termination of Contract Clarifications.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract Final Clarifications.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 29.5 of the **Data Sheet**.

We understand and agree that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2 (Not Applicable)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-2: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

Note: comments and suggestions will **not** be taken into account in evaluation of Proposals.

2A - On the Terms of Reference

[Improvements to the Terms of Reference, if any.]

2B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal.]

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
(maximum 2 pages)

*[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. **Please do not repeat/copy the TORs in here.**]*

- b) **Work Plan and Staffing.**

[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]

- c) **Comments (on the TOR and on counterpart staff and facilities).** (Not applicable)

[Suggest how you propose to respond to your observations. Your suggestions should be concise and to the point, and incorporated in your Proposal based on your comments from TECH 2A and 2B.]

FORM TECH-4

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables (D-..)	Weeks											
		1	2	3	4	5	6	7	8	9	16	TOTAL
1. Kamping Puoy Scheme													
D-1	Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposes												
D-2	Establishment of bench mark (BM)												
D-3	Transfer leveling												
D-4	Aerial photography drone survey (data acquisition)												
D-5	Longitudinal profile and cross sections												
D-6	Spot level/contour mapping of the command area												
D-7	Geotechnical investigation including laboratory and report												
D-8	Final Report												
2. Canal 15 (Thnaot Te) Scheme													
D-1	Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposes												
D-2	Establishment of bench mark (BM)												
D-3	Transfer leveling												
D-4	Aerial photography drone survey (data acquisition)												

D-5	Longitudinal profile and cross sections												
D-6	Spot level/contour mapping for the												
D-7	Geotechnical investigation including laboratory and report												
D-8	Final Report												
3. Prek Po Scheme													
D-1	Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposes												
D-2	Establishment of bench mark (BM)												
D-3	Transfer leveling												
D-4	Aerial photography drone survey (data acquisition)												
D-5	Longitudinal profile and cross sections												
D-6	Spot level/contour mapping for the												
D-7	Geotechnical investigation including laboratory and report												
D-8	Final Report												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-5A
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

No.	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-4)											Total time-input (in Months)		
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbb}	[Team Leader]	[Home]	[2month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
Subtotal															
Total															

1 For Key Experts, the input should be indicated individually for the same positions as required under the **Data Sheet** ITC 20.1

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the Firm’s country of operations. “Field” work means work carried out in the Cambodia.

 Part time input

FORM TECH-5B**(CONTINUED)****CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education:

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]

Employment record relevant to the assignment:

[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the
<i>[e.g., May 2005- present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e- mail.....; Mr. Hbbbbbb, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH-4 in which the Expert will be involved.]</i>	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client and the EIB.

[day/month/year]

[Name of Expert]

[Signature]

[Date]

[day/month/year]

*[Name of authorized
Representative of the Consultant]
(the same who signs the Proposal)*

[Signature]

[Date]

FORM TECH-6

COVENANT OF INTEGRITY

This Covenant is to be signed separately by each firm including Joint Venture Partners and sub- consultants.

"We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of services for **Topographic Survey and Geotechnical Investigation** (the "**Contract**") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract *[give details if necessary]*.

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant Ministry of Water Resources and Meteorology, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract."

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB's Anti-Fraud Policy¹.

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of Date

¹ EIB Anti-Fraud Policy can be accessed from: <http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

FORM TECH-7

ENVIRONMENTAL AND SOCIAL COVENANT

This Covenant is to be signed separately by each firm including Joint Venture Partners and sub-consultants.

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards¹⁹ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to *[insert name of the Contracting Authority]* as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems²⁰; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*²¹ and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting *[insert periodicity as indicated in the tender documents]* environmental and social monitoring reports to *[insert name of the Contracting Authority]*; and (ii) complying with the measures assigned to us as set forth in the environmental permits *[insert name of the relevant document if applicable]*²² and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management

¹⁹ <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>

²⁰ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm

²¹ For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

²² For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

System commensurate to the size and complexity of the Contract and provide *[insert name of the Contracting Authority]* with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with *[insert name of the Contracting Authority]*, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with *[insert name of the Contracting Authority]*, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our sub- contractors.

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of Date

Section 4

Financial Proposal - Standard Forms

[Notes to Consultant shown in brackets [] provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- | | |
|-------|--|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Prices |
| FIN-4 | Reimbursable expenses (Not Applicable) |

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of the Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Topographic Survey and Geotechnical Investigation** in accordance with your Request for Proposal dated [insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [indicate the corresponding to the amount(s) currency(ies)] [insert amount(s) in words and figures], excluding of all indirect local taxes in accordance with Clause 24.1 of the **Data Sheet**. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract Clarifications, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 11.1 of the **Data Sheet**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."]

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

remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.]

FORM FIN-2

SUMMARY OF COSTS

Item	Cost
	<i>[Consultant must state the proposed Costs in accordance with Clause 15.4 of the Data Sheet; delete columns which are not used.]</i>
	USD
Cost of the Financial Proposal	
Including remuneration and other expensed incurred in undertaking the activities for each subprojects:	
(1) CW01 – Kamping Puoy	
(2) CW02 – Prek Po	
(3) CW04 – Canal 15 (Tnaot Te)	
Total Cost of the Financial Proposal: <i>[Should match the amount in Form FIN-1.]</i>	
Indirect Local Tax Estimates :	
(i) VAT or sales tax	
(ii) Salary tax on Foreign Experts (if applicable)	
(iii) <i>[Insert type of tax.]</i>	
Total Estimate for Indirect Local Tax:	
Grand TOTAL (including Taxes)	

Footnote: **Payments will be made in the currency(ies) expressed above**

FORM FIN-3

BREAKDOWN OF Prices

1. CW01 – Kamping Puoy

Item No.	Description	Unit	Quantity	Unit Price (USD)	Total Amount (USD)
1.	Mobilization	Lumpsum	1		
2.	Provide Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposed	Lumpsum	1		
3.	Establish of Bech Mark (BM)	Number	12		
4.	Transfer leveling	kilometer	16.5		
5.	Aerial Photography (Data acquisition) Drone survey.	hectare	2,200		
6.	Longitudinal Profile and Cross Section of Ou Prey Pdao Existing River.	kilometer	38.4		
7.	Longitudinal Profile and Cross Section of Camping Pouy Main Embankment.	kilometer	6.69		
8.	Longitudinal Profile and Cross Section of Main Canal (MC) of OuTaki.	kilometer	6.67		
9.	Longitudinal Profile and Cross Section of Secondary Canal (SC) & Tertiary Canal (TC) of Ou Taki.	kilometer	54.63		
10.	Spot level/contour mapping for command area	hectare	2,200		
11.	Drilling by hand Auger to maximum depth 5.m of Geotechnical Investigation including laboratory and report	Number of holes	3		
12.	Drilling and Standard Penetration Test (PST) every 1.50m (Max. depth 15.00m) of Geotechnical Investigation including laboratory and report	Number of holes	12		
13.	Report	Lumpsum	1		
A. Sub-total					
B. 5% Contingency					
C. Total					

2. CW02 – Prek Po

Item No.	Description	Unit	Quantity	Unit Price (USD)	Total Amount (USD)
1.	Mobilization	Lumpsum	1		
2.	Provide Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposed	Lumpsum	1		
3.	Establish of Bech Mark (BM)	Number	15		
4.	Transfer leveling	kilometer	22.5		
5.	Aerial Photography (Data acquisition) Drone survey.	hectare	2,288		
6.	Longitudinal Profile and Cross Section of Link Canal	kilometer	9.763		
7.	Longitudinal Profile and Cross Section of Main Canal of Prek Po Scheme	kilometer	10		
8.	Longitudinal Profile and Cross Section of Secondary Canal (SC) & Tertiary Canal (TC) of Prek Po Scheme	kilometer	38.723		
9.	Spot level/contour mapping for command area	hectare	2,288		
10.	Drilling by hand Auger to maximum depth 5.m of Geotechnical Investigation including laboratory and report	Number of holes	5		
11.	Drilling and Standard Penetration Test (PST) every 1.50m (Max. depth 15.00m) of Geotechnical Investigation including laboratory and report	Number of holes	10		
12.	Report	Lumpsum	1		
A. Sub-total					
B. 5% Contingency					
C. Total					

3. CW04 – Canal 15 (Tnaot Te)

Item No.	Description	Unit	Quantity	Unit Price (USD)	Total Amount (USD)
1.	Mobilization	Lumpsum	1		
2.	Provide Detail all existing structure and natural drainage system, affected houses and Trees and flood level for resettlement purposed	Lumpsum	1		
3.	Establish of Bech Mark (BM)	Number	15		
4.	Transfer leveling	kilometer	21.5		
5.	Aerial Photography (Data acquisition) Drone survey.	hectare	2,475		
6.	Longitudinal Profile and Cross Section of Existing Link Canal from canal 87	kilometer	8.698		
7.	Longitudinal Profile and Cross Section of Main Canal (MC) of Canal 15	kilometer	6.86		
8.	Longitudinal Profile and Cross Section of Secondary Canal (SC) & Tertiary Canal (TC) of Canal 15	kilometer	57.418		
9.	Spot level/contour mapping for command area	hectare	2,475		
10.	Drilling by hand Auger to maximum depth 5.m of Geotechnical Investigation including laboratory and report	Number of holes	5		
11.	Drilling and Standard Penetration Test (PST) every 1.50m (Max. depth 15.00m) of Geotechnical Investigation including laboratory and report	Number of holes	14		
12.	Report	Lumpsum	1		
A. Sub-total					
B. 5% Contingency					
C. Total					

FORM FIN-4
BREAKDOWN OF REIMBURSABLE EXPENSES (Not Applicable)

Section 5

Eligible Countries

In reference to ITC 5.2 for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

NONE

Section 6

EIB Anti-Fraud Policy

All parties to the selection process and the Contract are obliged to comply with EIB policies on prevention of fraud and corruption, as expressed in the Guide to Procurement for projects financed by EIB which is available from <https://www.eib.org/en/publications/guide-to-procurement>. Laws and regulations of the Kingdom of Cambodia are also applicable but in case of any discrepancy, EIB policy will prevail.

Key sections of EIB Anti-Fraud Policy and EIB Guide to Procurement, are reproduced below. In these sections, “the Bank” refers to EIB.

Definitions (EIB Anti-Fraud Policy Section 3)

In pursuance of this policy, Prohibited Conduct includes corruption, fraud, coercion, collusion, theft at EIB Group premises, obstruction, misuse of EIB Group resources or assets, money laundering and financing of terrorism defined as follows¹:

- a. A **corrupt practice**, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- b. A **fraudulent practice**, which is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation².
- c. A **coercive practice**, which is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- d. A **collusive practice**, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- e. **Theft at EIB Group premises**, which is the misappropriation of property belonging to another party committed within EIB Group premises^{3 4}.
- f. An **obstructive practice**⁵, which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the EIB Group’s contractual rights of audit or inspection or access to information.

¹ The definitions of a. to d. are taken from the “Uniform Framework for Preventing and Combating Fraud and Corruption,” agreed in September 2006 by the leaders of seven major International Financial Institutions, including the EIB - see footnote

² This could include tax fraud affecting EIB Group operations and/or the EIB/EU’s financial interests.

³ For the purpose of this definition, EIB Group premises include external offices. Should there be any indication that the internal theft was committed by a person subject to the EIB Group Staff Code of Conduct, the Inspectorate General Investigations Division will work in close cooperation with the relevant EIB Group compliance function.

⁴ This definition shall not apply to EIB Group operations and the agreements related thereto.

⁵ The definition of obstructive practice covers the rights that any EU competent body, in particular OLAF and the EPPO, may have concerning any EIB Group-related operations or activities in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB or the EIF has entered in order to implement such law, regulation or treaty.

- g. **Misuse of EIB Group resources or assets**, which means any illegal activity committed in the use of the EIB Group's resources or assets, either knowingly or recklessly.

Money laundering and financing of terrorism are defined in EU Directives⁶ on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as amended and supplemented from time to time, as follows:

h. **Money laundering** is:

- i. the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such an activity to evade the legal consequences of that person's action;
 - ii. the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such an activity;
 - iii. the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such an activity; and
 - iv. participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions referred to in the foregoing points.
- i. Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to commit, or to contribute to the commission of any of the offences within the meaning of Articles 3 to 10 of Directive (EU) 2017/541 of 15 March 2017 on combating terrorism. Where the financing of terrorism concerns any of the offences laid down in Articles 3, 4 and 9 of Directive (EU) 2017/541, it shall not be necessary that the funds be in fact used, in full or in part, to commit, or to contribute to the commission of any of those offences, nor shall it be required that the offender knows for which specific offence or offences the funds are to be used.

For the purpose of this policy, "operations" commonly refer to EIB projects and EIF transactions; it does not include EIB Group treasury and borrowing activities, which are referred to as "transactions".

⁶ Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended and supplemented from time to time.

Ethical Conduct (from Guide to Procurement Section 1.4)

It is the Bank's policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing⁷).

In pursuance of this policy as set out in EIB's Anti-Fraud Policy, if it is established to the required standards⁸ that a project-related party⁹ has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

- a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- b) May declare ineligible such project-related party to be awarded the contract; and/or
- c) May withhold the Bank's no objection to contract award¹⁰ and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.

Prohibited Conduct - Covenant of Integrity (EIB Guide to Procurement Section 3.6)

As noted above, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that promoters:

- Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a Covenant of Integrity in the form indicated in Annex 3; and
- Insert in tender documents and contracts a clause that grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Bank reserves the right not to finance any contract in which tenderers/ contractors have not issued to the promoter the Covenant of Integrity signed by a duly authorized person. For contracts awarded prior to the Bank's involvement in the project, the promoters are encouraged to include the Covenant of Integrity.

The requirement for a Covenant of Integrity may be waived for those private sector promoters who can satisfy the EIB that they have implemented anti-fraud standards at least equivalent to the Bank's policy.

⁷ See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

⁸ In accordance with the EIB's Investigation Procedures.

⁹ See the EIB's Anti-Fraud Policy

¹⁰ For contracts subject to prior review in operations outside the EU

Section 7

Terms of Reference (TOR)

Topographical Survey and Geotechnical Investigation Works

1. Project Background

The Royal Government of Cambodia (RGC) has received a loan from the European Investment Bank (EIB) to finance a project called “Irrigated Agriculture Improvement Project (IAIP)”.

The project will complement the investments in modernizing existing irrigation and drainage infrastructures in parallel with ADB's Irrigated Agriculture Improvement Project (IAIP) which was approved in December 2019. The project will cover up to five (5) existing irrigation schemes, enhancing their water supply reliability, improving irrigation efficiency, and reducing climate-related disaster (flood and drought) within a total command area of about 51,000 ha of existing agricultural land.

The project is focused on rehabilitation and refurbishment or modernization of existing irrigation schemes and does not support expansion beyond existing command areas. Existing command areas shall be understood as areas that have historically been irrigated with the existing infrastructure. The main objective is to increase water and agricultural productivity through increased efficiency and climate resilience of the irrigation systems and improved water resources management (WRM).

The IAIP-EIB Project will support the RGC's efforts to strengthen the irrigation and drainage canals and flood control system to improve disaster resilience of the population in five 5 target provinces, (i) the Kamping Pouy irrigation schemes in Battambang Province, (ii) Canal 15 (Thnaot Te) Irrigation Scheme in Takeo Province, (iii) Prek Po Irrigation Scheme in Kampong Cham Province, (iv) Stung Chinit Irrigation Scheme in Kampong Thom Province, (v) M'leth Irrigation Scheme in Kampot Province.

The preparation of the IAIP-EIB Project has two phases. The first phase is the preparation of the Feasibility Studies of the proposed subprojects and the second phase is conduct of survey and detailed engineering design (DED) of the irrigation subprojects selected in the first phase.

2. Purpose of the Assignment

To carry out a Detailed Engineering Design (DED) of a project, a detailed topographical survey and geotechnical investigation is necessary. The detailed topographical survey will collect data and information on the geometry, location, and elevation (X,Y,Z) of the existing canal systems, hydraulic structures as well as other existing infrastructures and

relevant features along the canal system could also be collected during the survey. Maximum flood levels will also be collected/determined during this survey.

Meanwhile, geotechnical investigation will provide a good understanding of the soil texture, quality and characteristics which are required to perform the structural analysis of the different types of structures that will be considered to be constructed to be part of the irrigation and drainage system.

The purpose of this Terms of Reference (TOR) is to seek the services of a qualified consulting firm in conducting the Topographical Survey and Geotechnical Investigation work for the Kamping Pouy irrigation subproject in Battambang Province, Canal 15 (Thnaot Te) Irrigation Scheme in Takeo Province and Prek Po Irrigation Scheme in Kampong Cham Province.

3. Duration and Location

The actual services of the topographical survey and geotechnical investigations will require an overall period of **four (4) months** to include fieldwork and report/plan preparation. Data collection in the field level shall start not later than 1 week after contract agreement is signed.

4. Scope of Works

The selected firm shall provide the services for both topographical survey and geotechnical investigation for the Kamping Pouy irrigation subproject located in Battambang Province, Canal15 (Thnaot Te) Irrigation Scheme located in Takeo Province and Prek Po Irrigation Scheme located in Kampong Cham Province.

The detailed scopes of work for the topographical survey and geotechnical investigations:

A. Kamping Pouy Irrigation Scheme:

- Installation of 12 new Benchmarks (BMs) with Transfer elevation 16.50 km
- Longitudinal profiles and cross-section of existing canals and drains, reservoir embankment, etc. (106.39 km)
- Grid ground survey 2,200 ha
- Structure Survey (to be included in the longitudinal profile and cross-section survey)
- Drilling for soil investigation with a total of 15 boreholes

B. Canal 15 Irrigation Scheme:

- Installation of 15 new Benchmarks (BMs) with Transfer elevation 21.50 km
- Longitudinal profiles and cross-section of existing canals and drains, reservoir embankment, etc. (72.98 km)
- Grid ground survey 2,475 ha
- Structure Survey (to be included in the longitudinal profile and cross-section survey)
- Drilling for soil investigation with a total of 19 boreholes

C. Prek Po Irrigation Scheme:

- Installation of 15 new Benchmarks (BM) with Transfer elevation 22.50 km
- Longitudinal profiles and cross-section of existing canals and drains, reservoir embankment, etc. (58.47 km)
- Grid ground survey 2,288 ha
- Structure Survey (to be included in the longitudinal profile and cross-section survey)
- Drilling for soil investigation with a total of 15 boreholes

5. Detail Output of assignment:

5.1. Topographical Survey

The selected firm shall provide complete topographical survey for the Kamping Pouy irrigation system, located in Battambang Province Canal 15 Irrigation Scheme in Takeo Provinces and Prek Po Irrigation Scheme in Kampong Cham Province. The survey works cover the longitudinal profiling and cross- section of existing canals, drains, embankment, and rivers and grid survey of command area as presented below.

In addition, the selected firm is also required to perform the transfer elevation from the existing BM to new installed BM to ensure the existing data to be collected are well aligned and can be used to perform the Detailed Engineering Design (DED) of the subproject infrastructure.

5.1.1 Establishment of Control Points or Benchmarks (BMs)

All the new benchmarks will be established with transfer the elevation and coordination from the previous BM that performed by survey Team of IAIP-ADB project. According to the LiDAR Photogrammetry survey report provided by the survey firm (KHTC), the existing BMs were installed in Kamping Pouy Irrigation Subproject area as shown in **Table 1. Existing Bench Mark Location Map in Kamping Pouy Irrigation Scheme**). The existing BMs were installed in Canal 15 Irrigation subproject as shown in **Table 2. Existing Bench Mark (BM) List of Canal 15 Irrigation Scheme**) and **Table 3. Existing Bench Mark (BM) List of Prek Po Irrigation Scheme**). The topographical survey team is required to use those existing BMs as reference/datum for transferring the elevation and coordination to the new BMs.

Table 1. Existing Bench Mark Location Map in Kamping Pouy Irrigation Scheme

BM Name	Northing	Easting No.	Elevation	BM Name	Northing	Easting No.	Elevation
BM 01	1,449,818.11	296,983.17	11.671	BM 17	1,446,441	290,882.8	12.853
BM 02	1,446,631.58	297,084.74	13.004	BM 18	1,449,778	291,067.8	13.278
BM 03	1,445,691.46	297,176.33	12.894	BM 19	1,452,550	290,962.6	13.744
BM 04	1,443,561.94	297,040.817	12.692	BM 20	1,446,297	289,138.7	14.23
BM 05	1,443,524.787	294,964.24	12.874	BM 21	1,448,307	287,558.401	15.418
BM 06	1,445,588.45	295,080.82	12.49	BM 22	1,449,742	288,994.9	14.002
BM 07	1,446,575.011	295,072.924	12.682	BM 23	1,451,201	287,887.5	14.817
BM 08	1,449,806.79	295,149.578	11.718	BM 24	1,451,227	286,537.3	16.015
BM 09	1,451,857.53	295,179.43	11.766	BM 25	1,449,640	286,628.2	16.962
BM 10	1,443,418.5	293,017.804	13.05	BM 26	1,449,166	285,595.2	17.564

BM 11	1,445,473.74	293,015.18	12.811	BM 27	1,448,048	283,897.2	18.869
BM 12	1,447,659.322	283,010.348	12.638	BM 28	1,449,486	283,648.9	17.929
BM 13	1,449,792.915	293,112.783	12.123	BM 29	1,447,432	282,598.5	19.004
BM 14	1,452,355.564	292,934.602	12.443	BM 30	1,446,851	281,705.2	20.019
BM 15	1,443,283.51	290,821.64	13.247	BM 31	1,449,208	297,697.1	12.758
BM 16	1,445,399.397	290,917.564	13.470	BM 32	1,445,635	281,766.8	24.918

Table 2. Existing Bench Mark (BM) List of Canal 15 Irrigation Scheme

BM Name	Northing	Easting No.	Elevation	BM Name	Northing	Easting No.	Elevation
BM 01	1,215,305.15	476,860.44	4.086	BM 32	1,212,002.57	483,635.89	6.409
BM 02	1,215,312.86	477,942.27	2.229	BM 33	1,212,122.31	482,635.02	5.901
BM 03	1,215,303.45	479,499.20	4.704	BM 34	1,212,253.52	481,642.79	6.352
BM 04	1,215,389.92	481,009.57	2.290	BM 35	1,211,700.34	481,569.49	6.321
BM 05	1,215,379.76	482,283.33	2.281	BM 36	1,211,055.97	480,615.06	6.897
BM 06	1,215,372.12	483,786.69	2.213	BM 37	1,211,078.18	481,610.22	6.266
BM 07	1,215,375.05	485,107.92	1.835	BM 38	1,211,085.66	482,585.50	5.954
BM 08	1,215,362.40	486,453.54	2.473	BM 39	1,211,126.10	483,634.94	6.529
BM 09	1,215,299.95	487,823.19	2.398	BM 40	1,210,958.00	484,537.71	6.016
BM 10	1,215,347.83	489,271.73	2.097	BM 41	1,210,059.91	484,543.31	6.098
BM 11	1,215,351.77	490,704.59	2.193	BM 42	1,210,155.67	483,537.34	6.647
BM 12	1,215,316.51	492,035.22	1.737	BM 43	1,210,097.80	482,620.49	6.320
BM 13	1,215,304.31	493,512.19	2.534	BM 44	1,210,070.43	481,610.41	6.084
BM 14	1,214,615.01	494,542.39	3.129	BM 45	1,210,112.93	480,590.44	6.217
BM 15	1,215,106.32	495,307.40	4.245	BM 46	1,209,015.12	480,563.56	5.985
BM 16	1,215,240.57	496,603.71	3.912	BM 47	1,209,086.97	481,585.80	5.902
BM 17	1,216,739.48	486,685.28	2.458	BM 48	1,208,903.49	482,577.24	6.414
BM 18	1,218,198.39	486,669.88	2.476	BM 49	1,208,838.83	483,550.53	6.728
BM 19	1,219,615.83	486,632.18	2.247	BM 50	1,209,659.76	484,550.83	6.047
BM 20	1,220,779.73	486,603.68	2.908	BM 51	1,208,094.38	484,611.81	5.672
BM 21	1,214,697.64	483,582.27	3.513	BM 52	1,208,161.81	483,688.76	5.736
BM 22	1,214,057.90	483,535.43	3.019	BM 53	1,207,988.30	482,582.75	5.860
BM 23	1,213,463.36	483,540.43	5.843	BM 54	1,208,365.09	481,600.65	6.221

BM 24	1,213,909.0 5	484,181.48	4.422	BM 55	1,208,350.49	480,608.26	5.649
BM 25	1,213,930.5 5	482,094.25	4.424	BM 56	1,206,687.99	480,647.67	5.946
BM 26	1,213,966.7 4	481,240.41	3.948	BM 57	1,207,139.35	481,676.70	5.870
BM 27	1,213,097.8 6	481,293.90	3.258	BM 58	1,207,059.46	482,576.94	5.478
BM 28	1,213,089.8 0	482,054.92	4.627	BM 59	1,207,335.50	483,774.19	5.287
BM 29	1,212,842.2 2	483,564.59	6.940	BM 60	1,207,337.54	484,566.63	6.473
BM 30	1,212,963.8 0	484,600.43	4.919	BM-021A	1,213,405.90	477,047.99	6.651
BM 31	1,211,852.7 2	484,480.72	6.643	BM-II-14	1,222,528.96	464,851.02	15.362

Table 3. Existing Bench Mark (BM) List of Prek Po Irrigation Scheme

BM Name	Latitude (N)	Longitude (E)	Elevation (Z)	BM Name	Latitude (N)	Longitude (E)	Elevation (Z)
BM1	1,308,636	512,362	14.227	BM16	1,306,545	511,320	13.740
BMC2	1,307,780	512,454	12.731	BM17	1,306,659	513,543	11.896
BM3	1,307,010	512,460	13.007	BM18	1,305,597	510,853	12.557
BM4	1,306,524	512,444	12.854	BM19	1,305,457	514,680	11.181
BM5	1,305,431	512,437	13.472	BMC20	1,304,596	510,762	13.627
BM6	1,304,545	511,871	13.317	BMC21	1,304,466	515,745	12.419
BM7	1,304,123	511,061	13.433	BMC22	1,303,495	509,752	13.512
BM8	1,303,313	511,147	13.449	BMC23	1,303,479	515,225	12.497
BM9	1,302,233	511,139	13.158	BMC24	1,302,280	507,666	11.928
BM10	1,301,289	511,007	12.959	BMC25	1,302,329	515,539	11.501
BM11	1,300,256	511,083	12.837	BMC26	1,301,295	508,065	12.198
BM12	1,299,090	510,923	11.291	BMC27	1,301,207	514,794	11.127
BM13	1,298,160	510,688	11.387	BMC28	1,299,314	509,051	10.860
BM14	1,297,045	510,681	11.634	BMC29	1,299,135	513,501	10.805
BM15	1,307,050	514,616	10.878	BM30	1,297,080	513,646	10.937

5.1.2 Longitudinal Profiles and Cross Section

The survey for longitudinal profile, master plan, and cross-section shall be done along reservoir embankment, Main Canals, Secondary Canals, Tertiary Canals, Main Drains, Secondary Drains and Rivers alignment and maximum flood level, within the boundary of the detailed grid survey area, in the below is the scope of work for longitude profile and cross section survey, see **Table 4. Scope of Work for Topography Survey Longitude Profile and Cross Section).**

Table 4. Scope of Work for Topography Survey Longitude Profile and Cross Section

No.	Description	Length (KM)	Remark
1	Longitudinal Profile and Cross Section Survey in Kamping Pouy Area	106.393	
1.1	Main Dam	6.69	
1.2	Main Canal	6.67	
1.3	Secondary Canal	28.732	
1.4	Tertiary Canal	24.188	
1.5	Quarterly Canal	1.713	
1.6	Ou Prey Pdao Existing Creek	38.4	

No.	Description	Length (KM)	Remark
2	Longitudinal Profile and Cross Section Survey in Canal 15 Area	72.976	
2.1	Intake Canal	8.698	
2.2	Main Canal	6.86	
2.3	Secondary Canal	32.698	
2.4	Tertiary Canal	19.819	
2.5	Main Drain	4.163	
2.6	Secondary Drain	0.738	
3	Longitudinal Profile and Cross Section Survey in Prek Po Area	58.486	
3.1	Link Canal	9.763	
3.2	Main Canal	10.00	
3.3	Secondary Canal	31.504	
3.4	Tertiary Canal	19.819	
3.5	Main Drain	7.219	
TOTAL		237.86	

The longitudinal profile survey of the Existing Alignments shall be done at a distance of every 25 meters interval, however when there is any sudden change in existing land topography shorter distance shall be surveyed so that the survey data will best represent the existing situation of the canals, drains, embankments, rivers, etc. At each survey cross-section, adequate survey points shall be obtained to allow a good representation of the actual dike cross-sections. See **Figures 1 and Figures 2**.

Figure 1. Typical Cross Section of the Embankment and Number of Points to be Surveyed

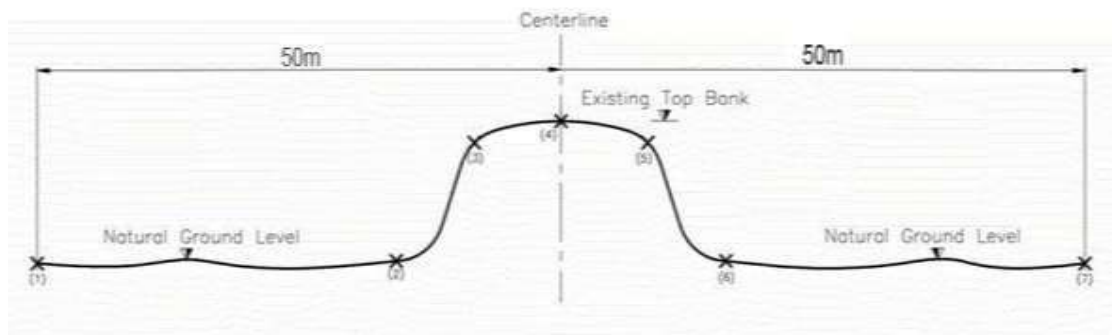
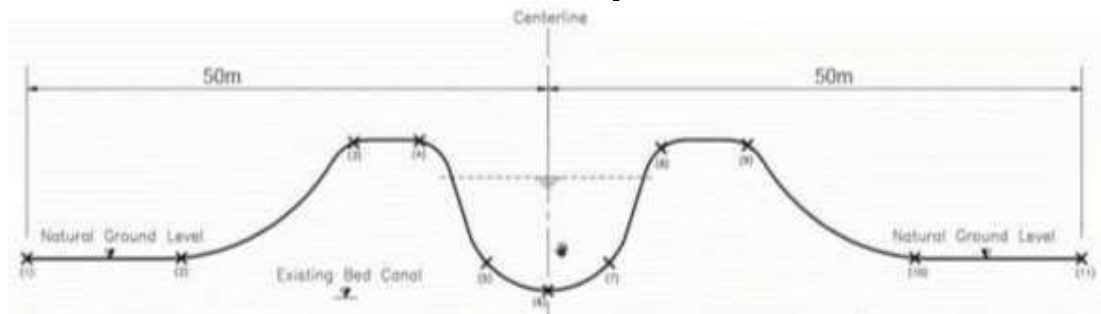


Figure 2. Typical Cross Section of Canals, Drains, and Rivers and Number of Points to be Surveyed



The longitudinal profile and plan view shall present:

1. Natural ground levels or rice fields (left and right), 50m from the center line
2. Bed level of canals, drains, rivers
3. Top embankment level of reservoir embankments, canal embankments (left and right), and drain embankment (left and right)

The Plan View Survey shall include location coordinates of house size type, fence, plot land boundary, concrete pole, pagoda, and structures along the alignment, in addition, trees with a diameter greater than 20cm measured at 1m above ground level shall be surveyed.

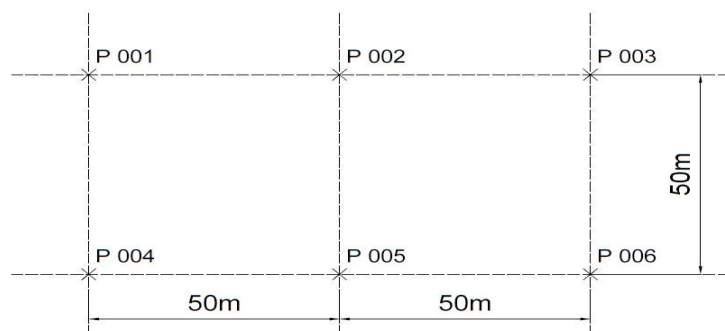
1. The contiguous boundary of the dike right of way with existing paddy fields,
2. Existing houses or fences if any located with the existing dike right of way,
3. location of trees, if any including their numbers and girth size measured about 1.0m above the field from the centerline of the reservoir embankment.
4. Necessary photographs shall be taken showing the temporary houses, trees along the embankment. The photograph should show the connection of targets with Dam alignment.
5. Existing water supply lines, electrical poles, and other underground cable lines should be identified through consultation with local authority and be presented on the survey drawings.

5.1.3 Grid Ground Survey

The survey should be done in a 50m x 50m grid of survey point so that the surveyed data can represent the actual topography of the natural ground level and include boundary water, lowest points and water depths survey, see

Figure 3. Sample for the Grid Survey Points). Smaller grid distance shall be surveyed when there are abrupt changes/or drainage river lines in natural ground topography such as depression or local heaps.

Figure 3. Sample for the Grid Survey Points



The contour map of 0.2m interval shall be produced on which survey points, existing canals and drainage lines, drainage canal and rivers are also presented. The coordinates of the survey points shall be referenced from the coordinates of the Control Points or Bench Marks (BM).

All surveyed points shall be presented in Universal Transverse Mercator (UTM) format or (X: Easting) and (Y: Northing). All existing features such as access roads, structures, protected area (if any), residential buildings, structures, fences, trees bigger than 20 cm of diameter, pagodas, and other important features shall be presented in the general contour map (survey drawings). It is necessary to take photographs to show the existing access road, structures, protected areas (if any), settlement, pagoda, existing canals and drainages, other important features.

5.1.4 Structure Survey

The survey of all existing structures located along reservoir embankment, canals alignment, and river alignments, shall be performed by the selected survey firm to collect necessary information and characteristic of the existing structures which include but it is not limited to head regulators, cross regulators, culverts, siphons, cross drainage works, off-takes and bridges etc.

The data or information shall include at least (i). dimension of the structure, invert levels, soffit levels, maximum flood level, physical condition, etc.

All existing structures should be inventoried and incorporated into the survey drawings, presented in the layout plans and long profile survey drawings. Each structure should be sketched presenting the dimensions and elevations of all its existing structural members.

A list of existing structures should be prepared in a separate single survey report presented in photograph form with its coordinate points in the form of WGS84 UTM.

5.2. Geotechnical Investigation

The selected firm will perform the geotechnical investigation for the preparation of the DED for Kamping Pouy irrigation subproject in Battambang Province and Canal 15 in Takeo Province, see APPENDIX A and APPENDIX C for the location map of Kamping Pouy and Canal 15 respectively. The acquisition of the Geotechnical data is essential to obtain a basic understanding of the composition and geotechnical characteristics of soil stratum for the design and construction of the subproject infrastructures.

The scope for the geotechnical investigation of the Kamping Pouy irrigation subproject is listed in **Table 5 (Table 5. List of Boreholes for Geotechnical Investigation in Kamping Pouy Scheme)**, for Canal 15 (Thnaot Te) irrigation subproject see

Table 6. List of Boreholes for Geotechnical Investigation in Canal 15 Irrigation Scheme), and for Pre Po Irrigation subproject see Table 7. List of boreholes for geotechnical investigation in Prek Po Irrigation Scheme).

Table 5. List of Boreholes for Geotechnical Investigation in Kamping Pouy Scheme

No.	Coordinate of Borehole Point		Point Description	Remark
	Easting, (E)	Northing, (N)		
1	289073	1453126	BH1	Type1
2	289090	1454607	BH2	Type1
3	289761	1454567	BH3	Type1
4	290335	1454523	BH4	Type1
5	290876	1454450	BH5	Type1
6	292034	1454313	BH6	Type1
7	292535	1454276	BH7	Type1
8	293063	1454221	BH8	Type1
9	293451	1454173	BH9	Type1
10	294064	1454098	BH10	Type1
11	290810	1453368	BH11	Type2
12	291571	1453305	BH12	Type2
13	292950	1453389	BH13	Type2
14	288954	1456608	BH14	Type1
15	290467	1456703	BH15	Type1

Type	Description	No.
Type1:	Drilling and Standard Penetration Test (SPT) on soil every 1.50 m and at every change of strata (Maximum depth 15.00 m) including laboratory test: (1) natural moisture content, (2) specific gravity, (3) Atterberg limit test (4) particle-size distribution of soil using sieve analysis and hydrometer analysis, (5) unconfined compressive strength cohesive soil; (6) measurement of ground level at borehole location and (7) direct shear test	12
Type2:	Drilling by hand Auger to Maximum depth 5.00 m, including laboratory test: (1) natural moisture content, (2) Atterberg limit test, (3) sieve analysis and measurement of ground level at borehole location, (4) direct shear test	3

Table 6. List of Boreholes for Geotechnical Investigation in Canal 15 Irrigation Scheme

No.	Easting, (E)	Northing, (N)	Point Decryption	Remark
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1	481200	1225794	BH1	Type 1
2	481188	1225800	BH2	Type 1
3	481068	1225805	BH3	Type 1
4	480592	1225861	BH4	Type 1
5	480708	1227195	BH5	Type 1
6	480755	1227738	BH6	Type 1
7	480496	1227762	BH7	Type 1
8	480536	1228944	BH8	Type 1
9	479665	1227849	BH9	Type 2
10	478776	1227942	BH10	Type 1
11	478121	1228016	BH11	Type 2
12	478864	1226526	BH12	Type 2
13	477638	1226117	BH13	Type 1
14	480489	1224717	BH14	Type 2
15	480096	1224719	BH15	Type 1
16	479111	1224727	BH16	Type 2
17	479970	1224150	BH17	Type 1
18	479843	1223510	BH18	Type 1
19	478774	1223620	BH19	Type 1

Type	Description	No.
Type1:	Drilling and Standard Penetration Test (SPT) on soil every 1.50 m (Maximum depth 15.00m) including laboratory test: (1) natural moisture content, (2) specific gravity, (3) Atterberg limit tests, (4) particle-size distribution of soil using sieve analysis and hydrometer analysis, (5) unconfined compressive strength cohesive soil and (6) direct shear test.	14
Type2:	Drilling by hand Auger to Maximum depth 5.00 m, including laboratory test: (1) natural moisture content, (2) Atterberg limit test, (3) sieve analysis and measurement of ground level at actually field (4) direct shear test.	5

Table 7. List of boreholes for geotechnical investigation in Prek Po Irrigation Scheme

No.	Easting, (E)	Northing, (N)	Point Description	Remark
1	509568	1296943	BH1	Type 1
2	509495	1296089	BH2	Type 1
3	508432	1296098	BH3	Type 1
4	507565	1296098	BH4	Type 1
5	510628	1296094	BH5	Type 1
6	510628	1295697	BH6	Type 1
7	510622	1295022	BH7	Type 1
8	511407	1295025	BH8	Type 1
9	512444	1295033	BH9	Type 1
10	512825	1293957	BH10	Type 1
11	512830	1295330	BH11	Type 2
12	509671	1295024	BH12	Type 2
13	508620	1295029	BH13	Type 2

14	507574	1295027	BH14	Type 2
15	506521	1295470	BH15	Type 2

NOTE:

Type	Description	No.
Type1:	Drilling and Standard Penetration Test (SPT) on soil every 1.50 m (Maximum depth 15.00 m) including laboratory test: (1) natural moisture content, (2) specific gravity, (3) Atterberg limit test, (4) particle-size distribution of soil using sieve analysis and hydrometer analysis, (5) unconfined compressive strength cohesive soil, •(6) direct shear test.	10
Type2:	Drilling by hand Auger to Maximum depth 5.00 m, including laboratory test: (1) natural moisture content, (2) Atterberg limit test, (3) sieve analysis and measurement of ground level at actually field (4) direct shear test.	5

Selection of location: The firm shall make boreholes, in principle, at accurate and designated locations within the project area. However, if site conditions do not permit making boreholes, the firm shall notify the promoter and shall only proceed with marking boreholes upon designation of alternative locations.

Boring depth: The firm shall bore to 15m depth or to the depth until an N value more than 10/30 is obtained three consecutive times. Boring depth can be changed based on the Project's requirements.

Method of boring: The boring diameter shall be larger than the NX type (Φ76mm). A hydraulic boring machine or rotary boring machine may be used as appropriately required.

Management of boring hole: The firm cannot remove or relocate the boring machine and cannot perform the succeeding work under any circumstance without the approval of the Client. Boreholes must be closed using cement grouting or any other method to ensure that underground water shall remain uncontaminated.

A standard penetration test (SPT): will be carried out at every change of strata and at maximum 1.5-m intervals inside the boring hole. A standard split spoon of 50.8 mm

diameter with a ball check valve on the top and hardened steel cutter will be installed and driven into the soil by a 63.5-kg automatic drop hammer falling freely from a fixed height of 760 mm along a guide rod. The blow 50 spoons are 450 mm and the numbers of blow-value for the last 300 mm. Penetration will be recorded as the N-value of the soil stratum encountered, which will indicate the relative density of non-cohesive soil as well as the consistency of the cohesive soil.

Underground water level measurement: The water level in the open bore should be measured at least 24 hours after the completion of drilling. Additional water level measurements should be obtained 48-72 hours after for the dewatering factor check by structure construction afterward. The temporary variation of water level of nearby waters (e.g., river, reservoir, lake, etc.) should be checked.

Laboratory tests shall be executed with disturbed samples and undisturbed samples from borings: The laboratory tests to be performed are indicated below. Also, additional items and quantities for the laboratory tests shall be agreed only upon deliberation with the Client. The test required to determine soil properties shall be conducted in the laboratory using representative samples obtained from the field tests. All soil samples from the site are transported to the laboratory on a day-to-day basis to accelerate the testing. The types of tests and the required number of each test that will be conducted are shown below:

- Type of Laboratory Tests
- Particle Size Analysis (Sieve and Hydrometer)
- Moisture Content
- Atterberg Limit
- Specific Gravity
- Unconfined Compression Test
- Direct Shear Test

6. Qualifications of the Candidate (Consultancy Firm) and Experts

Interested consulting firms must provide the below information, listed in decreasing order of importance, to establish their competence in performing the services required.

- (a) **Technical Capacity – general:** Experience as a consulting firm contracted for services for at least five (5) years with specific experience as a consultant for providing topographic survey and geotechnical survey for irrigation schemes or closely similar projects within the last three (3) years.
- (b) **Technical capacity – contract references:**
 - i. Successful completion within five (5) years prior to the submission deadline of at least two (2) service contracts for topographic survey and geotechnical survey of irrigation or water resources management infrastructures with **individual contract amount of at least 100,000 USD**. Reference can be part of the combined or separated contracts. Please provide a certificate of completion for each contract.
 - ii. The firm should have carried out the services requested at point *b.i.* above as Single Consultant or Lead Consultant in an Association/ Consortium/Joint Venture.
- (c) Successful Candidate shall present availability of essential survey instrument: (i) one complete set of DGPS (Differential Global Positioning Systems), (ii) Photogrammetry Drones, (iii) LDM (Laser Distance Meter), (iv) Water Depth Sounder Measurement

- tools, (v) Hydraulic Machine for Geotechnical Investigation, and (v) one completed set for laboratory tools.
- (d) Evidence of at least 1 senior staff member with post-graduate qualifications in Civil/Geodetic Engineering having experience in undertaking topographical survey within the last 5 years; and at least 1 senior staff member with post-graduate qualifications in Geotechnical study having undertaken geotechnical works for design of irrigation and water resources management infrastructure or equivalent.
- (e) **Financial Resources:** The minimum amount of liquid assets or working capital or credit facilities of the Bidder shall be USD50,000.00 (to be demonstrated by audited account statements and/or letter from reputable bank).

Key Proposed Personnel should have the following qualifications:

- **KE1: Team Leader / Survey Manager** who shall be the focal person coordinating the services required with the PMU and will be in charge of day-to-day management and control of the activities to be undertaken and reports/plans to be prepared. He/she shall have post-graduate qualification, preferably in Civil Engineering/ Geodetics, had experience in similar works within the last five years, and had worked in projects funded by Development Partners i.e. EIB, ADB, WB as survey manager. At least one project developed of more than 100 km longitudinal survey.
- **KE2: Geodetic/Topographic Surveyor** who shall be in charge in leading the team/s of surveyors that will undertake the topographic surveys of the two irrigation schemes (Kamping Pouy Irrigation Scheme and Canal 15 (Thnaot Te) Irrigation Scheme). He/she shall have a Bachelor's Degree in Geodetic/Civil Engineering with experience as Topographic Surveyor for at least 5 years and had worked in projects funded by Development Partners i.e. EIB, ADB, WB etc. At least one project developed of more than 100 km longitudinal survey.
- **KE3: Geotechnical Engineer** who shall be in charge in leading the team/s that will undertake the geotechnical works for the two irrigation schemes (Kamping Pouy Irrigation Scheme and Canal 15 (Thnaot Te) Irrigation Scheme). He/she shall have a Bachelor's Degree in Geotechnical/Civil Engineering with experience as Geotechnical Engineer for at least 5 years and had worked in projects funded by Development Partners i.e., EIB, ADB, WB etc. At least one project developed of more than 25 boreholes.

It is further envisaged that the firm will form a team or teams to undertake the topographical survey and geotechnical investigations works. At a minimum, the team shall be composed of 4-5 technical staff for the topographic survey and 2-3 technical staff for the geotechnical team. CVs of these personnel will not be evaluated. However, their fees and expenses shall be considered in the financial proposal.

7. Deliverables

7.1 Deliverables for Topographical Survey

The processing of the topographical data should be carried out using Autodesk Civil 3D or Land Development Desktop to produce longitudinal profiles and cross-sections of the existing topography, including rights of way (ROWs) and structures. The drawings will be used by the irrigation engineers for the detailed design of the irrigation infrastructure and for quantifying the earthmoving work.

The contractor should provide a layout plan drawing of the main canal of 1:5,000 target map scale with elevation contour intervals at minimum 0.20 m and maximum 0.5 m intervals in height.

The plan should show:

- a. Contour lines at 0.20-m intervals
- b. Existing canals and river alignments
- c. The location and size of all structures including fences and boundary walls and indicate the edge of the ROWs of the canals and rivers
- d. Indicate other public infrastructure with lengths along alignments, such as schools, pagodas, gardens, etc.
- e. All bridges, culverts, and other structures showing size and invert levels
- f. The contractor shall submit the survey results in English consisting of longitudinal section along the surveyed infrastructure, including contour lines of distance = 0.5 m interval: Sv = 1/100, Sh= 1/10,000
- g. Cross-sections of the survey infrastructures should be: Sv=1/200, Sh=1/200

The survey report shall include:

- a. Field survey dates, weather conditions, surveyor's name, locations, and description of existing field condition (one set)
- b. Reference permanent benchmark (the national grid system) and temporary benchmark log with GPS coordinates should be identified
- c. Location map (one set) and the map should include the location and length of the village; school or pagoda along the infrastructural alignments if there is any; historical or archaeological sites; and any conservation or protected areas within the survey site

The final report must include a summary describing the following:

- a. Processes and survey methods
- b. Instruments used for the survey
- c. Description of survey team
- d. Results of accuracy control and other necessary information (one set)

Digital copies of the survey points, control points (permanent and temporary), GPS points of the benchmarks, and longitudinal profiles and cross-sections should be provided in both hard and digital copies.

7.2 Deliverables For Geotechnical Investigation

7.2.1 Drilling Field Book

The drilling field book shall contain the following data/information:

- Project name

- Date and time of start and finish of boring
- Location and elevation
- Inspector
- Operator
- Boring no.
- Equipment
- Location and depth of the sample
- Soil description
- In-situ test depth and result
- Groundwater level
- Remarks
- Classification

7.2.2 Drilling log

The drilling log will contain information sufficient to indicate the change of soil layer characteristics with core color, core state, SPT blow count, and discontinuity characteristics (joint weathering, strength, spacing, etc.). The log shall also contain information pertaining to soil properties, such as the following:

- Apparent consistency or density
- Water content condition
- Color
- Strength
- Plasticity and soil texture
- Particle-size distribution
- Any other relevant information

The classification of the soil shall follow the unified soil classification standard and shall be expressed as per the standard system e.g. ASTM D-2487.

7.2.3 Reporting

The report should be in English and should include the following information:

- Discussion on geology and geomorphology.
- Description of methods and equipment.
- Borehole logs for each borehole;
- Location of boreholes, specified as WGS84 and the z-coordinates (The z coordinates should be obtained by using a levelling instrument and should be linked to existing benchmarks, which have been installed by the topographical survey team);
- Type, identification, and location of samples;
- Laboratory and in-situ testing results;
- Storage locations of cores;
- Recommendations on the suitability of soil for canal excavation, embankment construction, and foundation of structures;
- Photo of field and lab activities; and
- Maps showing the locations of boreholes.

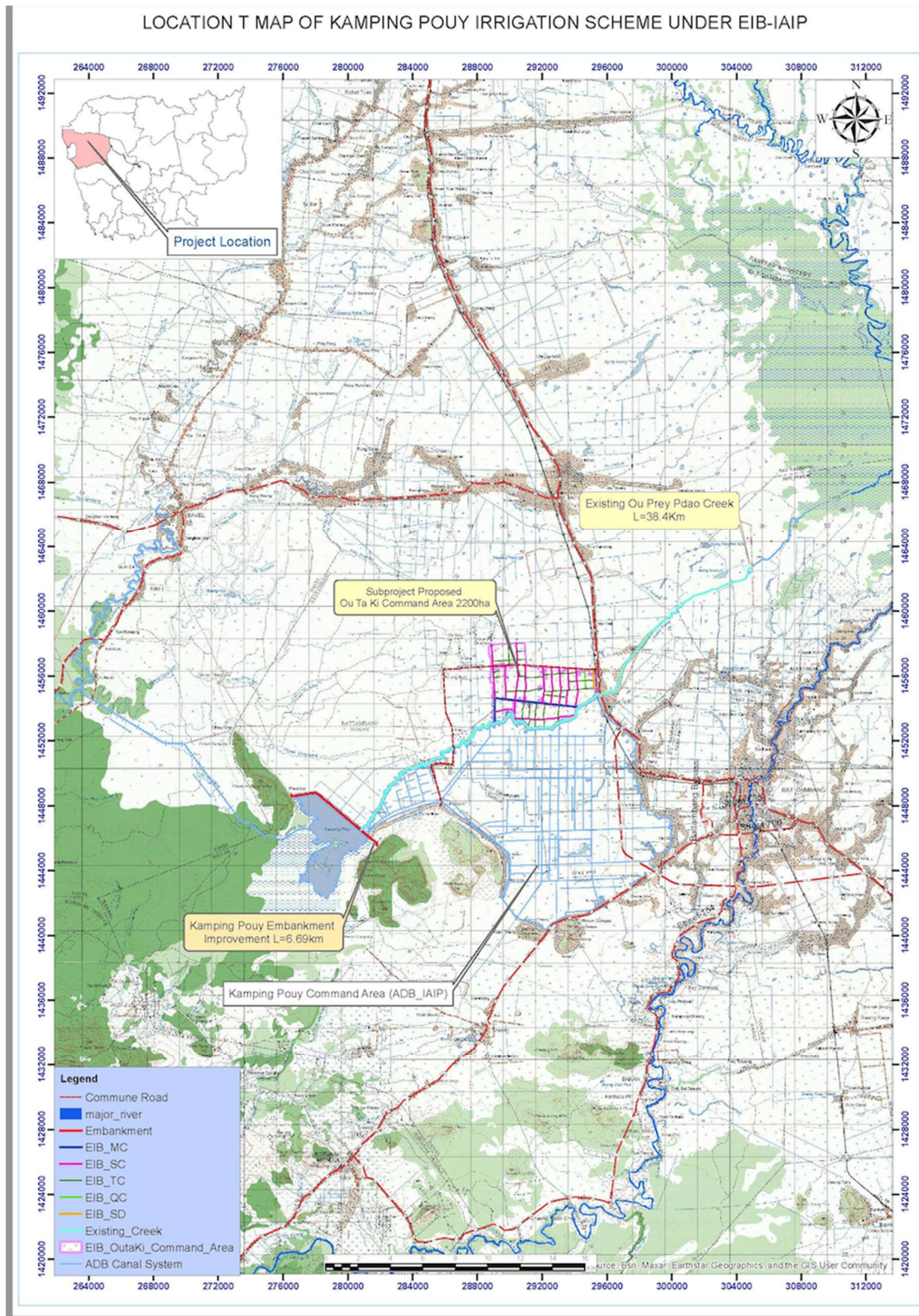
On receipt, the Consultant shall review the information and prepare a factual report and an interpretive report for the site.

7.3 Summary of Deliverables

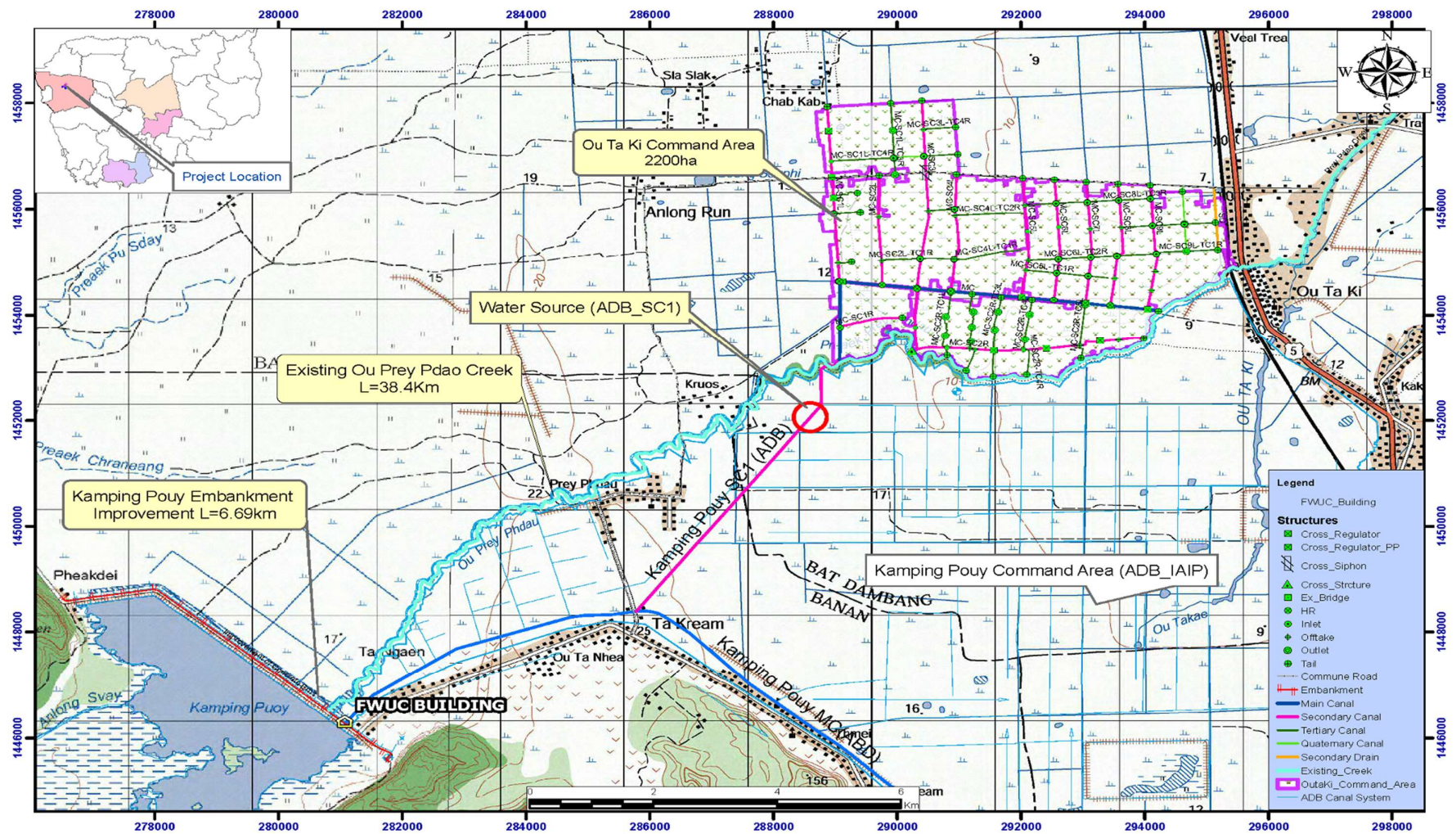
Below is the list of the deliverables for both the topographic survey and geotechnical investigations works applicable to all three subprojects:

N°	Deliverables	Kamping Puoy	Canal 15	Prek Po
D-1	Detail all existing structure and natural drainage system, affected houses and Trees and flood level as per TOR	Yes	Yes	Yes
D-2	Establishment of bench mark (BM) (No) as per TOR	12	12	15
D-3	Transfer leveling (km) as per TOR	16.5 km	21.5 km	22.5 km
D-4	Aerial photography drone survey (data acquisition) (resolution 0.1m) for mapping of the command area	2,200 ha	2,500 ha	2,300
D-5	Longitudinal profile and cross sections as per requirements of the TOR	<ul style="list-style-type: none"> Ou Prey Pdao existing river (39 km) Kamping Pouy main embankment (7 km) Main canal (MC) of Ou Taki (7 km) Secondary canal (SC), Tertiary canal (TC) and Distribution Canals of Ou Taki (55 km) 	<ul style="list-style-type: none"> Existing Link (Intake) Canal from Canal 87. (9 km) Main Canal (MC) (7 km) Secondary Canal (SC), Tertiary Canal (TC). Masin Drain and Secondary drains (58 km) 	<ul style="list-style-type: none"> Link Canal (9.8 km) Main Canal (10 km) Secondary Canal (SC), Tertiary Canal (TC) and Main Drain (59 km)
D-6	Spot level/contour mapping for the command area (ha) as per TOR requirements	2,200 ha	2,500 ha	2,300 ha
D-7	Geotechnical investigation including laboratory and report as per TOR			
	<ul style="list-style-type: none"> Drilling by hand auger to maximum depth of 5 m (no. of holes) Drilling and standard penetration test (SPT) every 1.50 m (maximum depth of 15 m) (no. of holes) 	3 12	5 14	5 10
D-8	Final Report of the Topo Survey and Geotechnical Investigations, including Drilling Field Book, Drilling Log, and reporting requirements as per TOR (Separate Report for each Subproject)	Yes	Yes	Yes

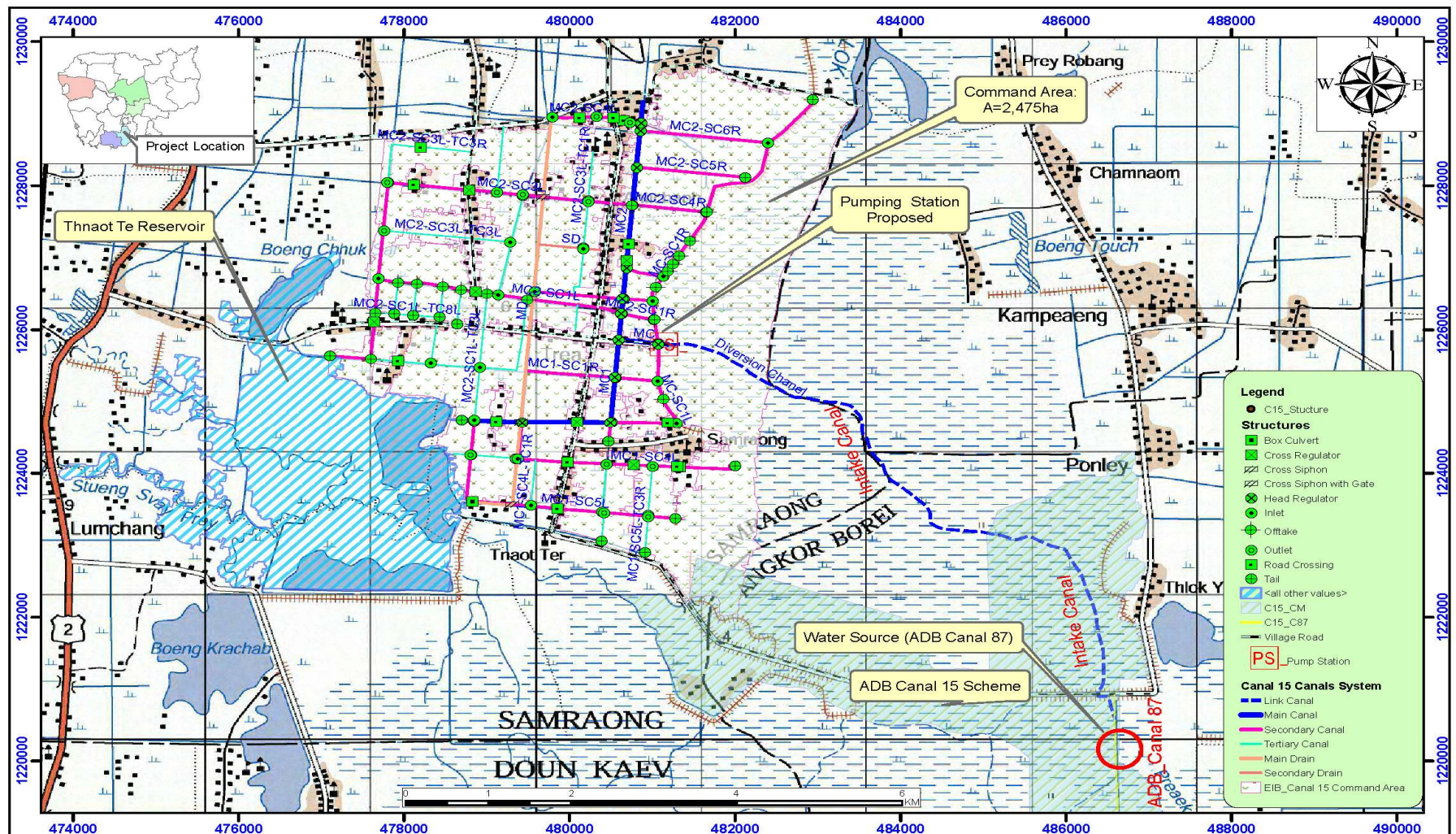
APPENDIX A: Location Map of Kamping Pouy Irrigation Scheme

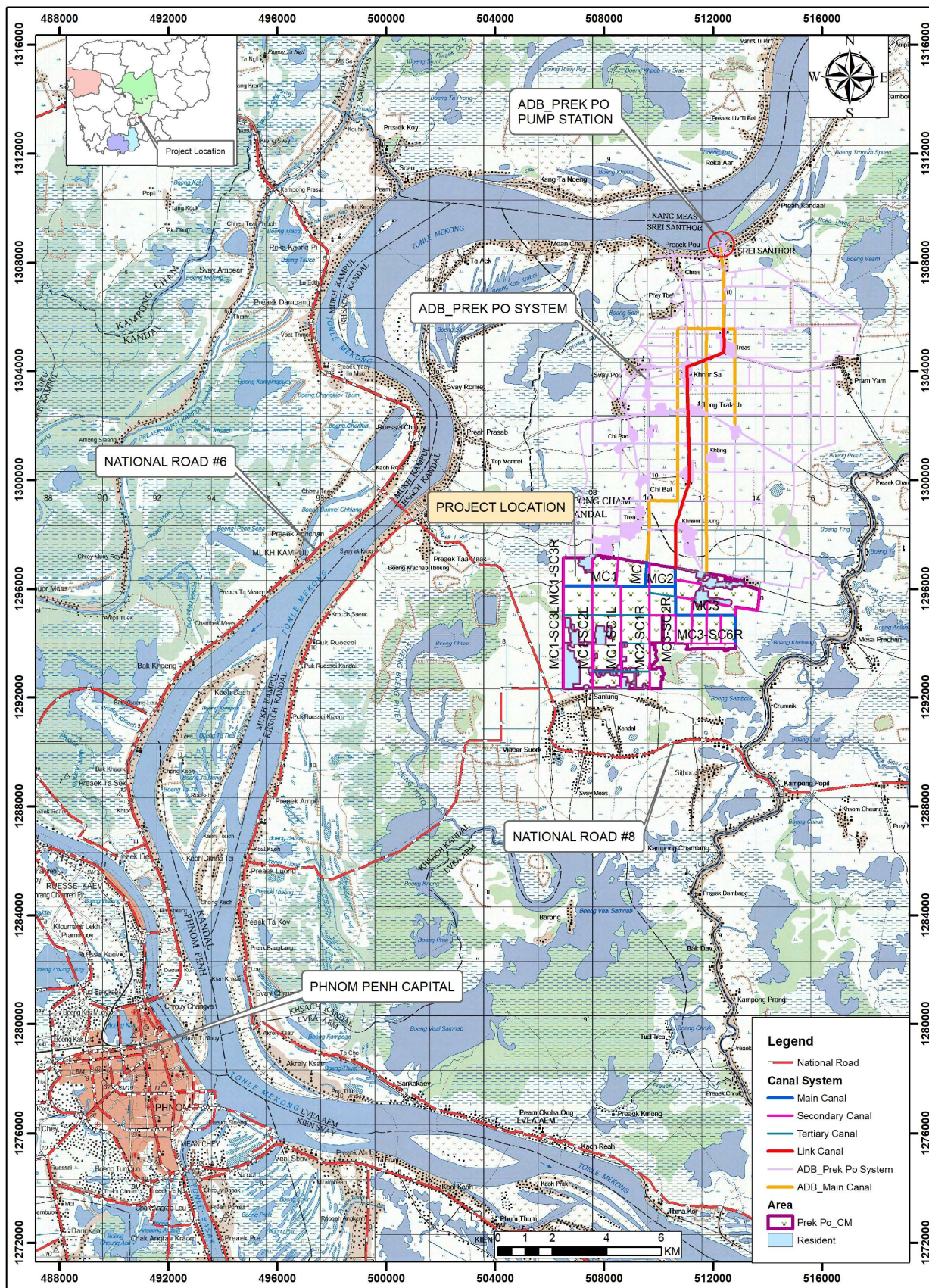


APPENDIX B: Layout Map of Kamping Pouy Irrigation Scheme

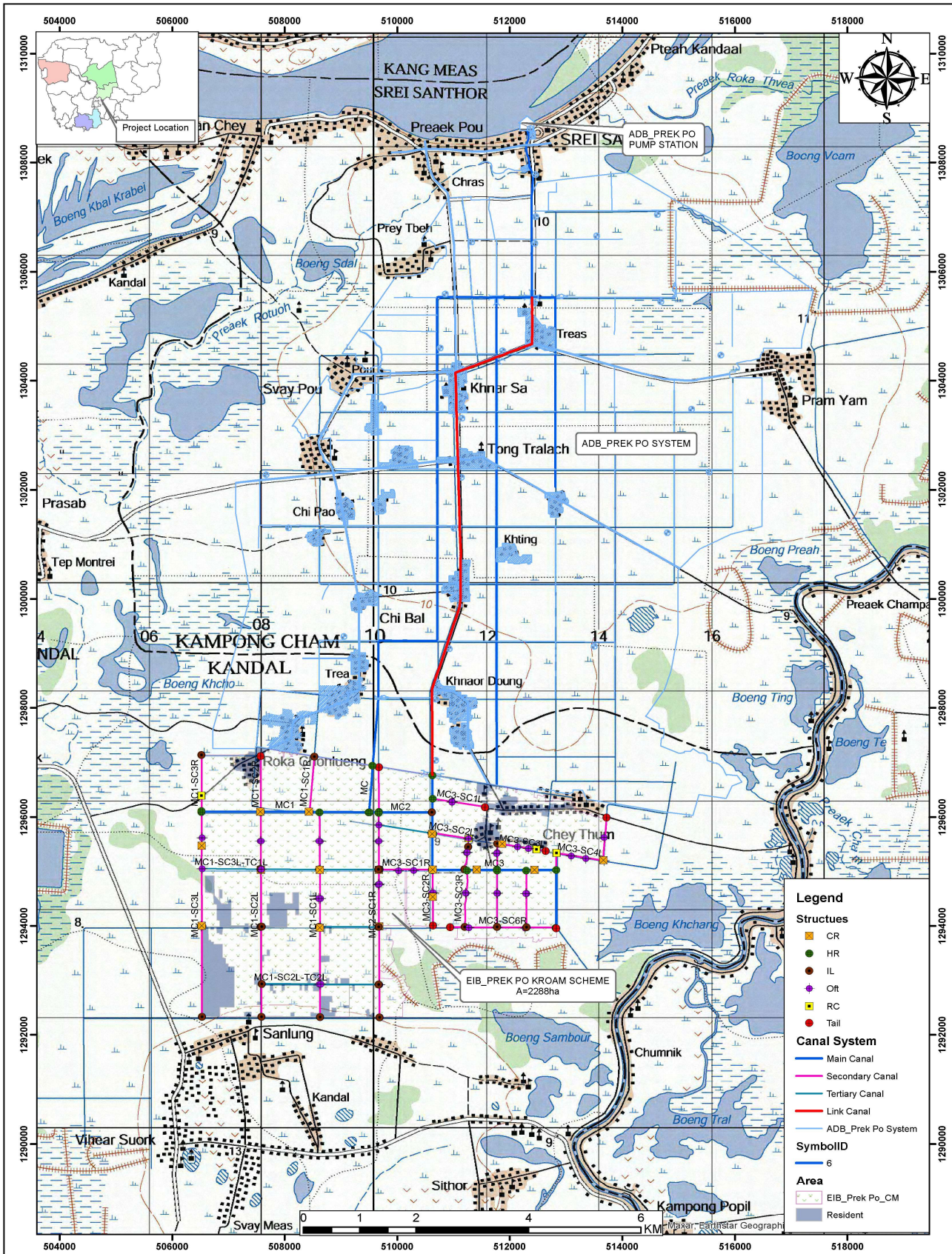


APPENDIX D: Layout Map of Canal 15 Irrigation Scheme



APPENDIX E: Location Map of Prek Po Irrigation Scheme

APPENDIX F: Layout Map of Prek Po Irrigation Scheme



APPENDIX G: Scope of Work for Topography Survey in Kamping Pouy Irrigation Scheme

No.	Name	Symbol	Longitude Profile (Km)	No. Cross	Starting Point		End Point	
					GPS X	GPS Y	GPS X	GPS Y
1	Kamping Pouy Embankment							
1.1	Improvement of Main Dam	Emb	6.690	135	276,493	1,448,671	281,787	1,445,555
2	Ou Ta Ki Irrigation System							
2.1	MC	MC	6.670	135	289,065	1,453,139	294,225	1,454,080
2.2	MC_SC1L	SC	3.301	68	289,071	1,454,639	288,870	1,457,931
2.3	MC_SC2L	SC	2.068	43	289,756	1,454,572	289,708	1,456,639
2.4	MC_SC3L	SC	3.546	72	290,320	1,454,520	290,399	1,458,050
2.5	MC_SC4L	SC	2.218	46	290,869	1,454,459	290,958	1,456,659
2.6	MC_SC5L	SC	2.273	47	292,010	1,454,345	292,030	1,456,597
2.7	MC_SC6L	SC	2.306	48	292,532	1,454,283	292,543	1,456,563
2.8	MC_SC7L	SC	2.309	48	293,043	1,454,228	293,057	1,456,528
2.9	MC_SC8L	SC	2.367	49	293,443	1,454,185	293,569	1,456,492
2.10	MC_SC9L	SC	2.385	49	294,043	1,454,117	294,090	1,456,464
2.11	MC_SC1R	SC	1.050	22	289,074	1,453,773	290,083	1,453,955
2.12	MC_SC2R	SC	4.909	100	290,326	1,454,502	293,991	1,453,559
2.13	MC_SC1L-TC1R	TC	0.219	6	289,046	1,454,997	289,262	1,455,016
2.14	MC_SC1L-TC2R	TC	0.414	10	288,993	1,455,923	289,406	1,455,950
2.15	MC_SC1L-TC3R	TC	0.480	11	288,949	1,456,595	289,895	1,457,993
2.16	MC_SC1L-TC4R	TC	2.361	49	288,972	1,456,209	289,357	1,456,315
2.16	MC_SC1L-TC5R	TC	1.012	22	288,933	1,456,912	289,944	1,456,969
2.17	MC_SC2L-TC1R	TC	0.630	14	289,754	1,455,042	290,378	1,455,069
2.18	MC_SC2R-TC1L	TC	1.171	25	290,867	1,454,440	290,805	1,453,381
2.19	MC_SC2R-TC2L	TC	1.153	25	291,213	1,454,416	291,177	1,453,365
2.20	MC_SC2R-TC3L	TC	1.030	22	291,684	1,454,346	291,557	1,453,332
2.21	MC_SC2R-TC4L	TC	0.973	21	292,184	1,454,310	292,041	1,453,347
2.22	MC_SC2R-TC5L	TC	0.782	17	293,037	1,454,201	292,953	1,453,424
2.23	MC_SC2R-TC1R	TC	0.143	4	290,804	1,453,376	290,807	1,453,239
2.24	MC_SC2R-TC2R	TC	0.431	10	291,259	1,453,351	291,118	1,452,945

No.	Name	Symbol	Longitude Profile (Km)	No. Cross	Starting Point		End Point	
					GPS X	GPS Y	GPS X	GPS Y
2.25	MC_SC2R-TC3R	TC	0.490	11	291,556	1,453,321	291,555	1,452,832
2.26	MC_SC2R-TC4R	TC	0.559	13	292,043	1,453,334	292,092	1,452,869
2.27	MC_SC2R-TC5R	TC	0.281	7	292,953	1,453,420	292,974	1,453,190
2.28	MC_SC3L-TC1R	TC	0.545	12	290,388	1,455,069	290,930	1,455,066
2.29	MC_SC3L-TC2R	TC	0.430	10	290,508	1,455,974	290,936	1,456,002
2.30	MC_SC3L-TC3R	TC	0.526	12	290,452	1,457,008	290,977	1,457,040
2.31	MC_SC3L-TC4R	TC	0.522	12	290,424	1,457,513	290,944	1,457,553
2.32	MC_SC4L-TC1R	TC	1.088	23	290,931	1,455,066	291,999	1,455,239
2.33	MC_SC4L-TC2R	TC	1.087	23	290,938	1,455,894	292,024	1,455,931
2.34	MC_SC5L-TC1R	TC	0.502	12	292,083	1,454,854	292,582	1,454,802
2.35	MC_SC5L-TC2R	TC	0.501	12	292,116	1,455,043	292,616	1,455,067
2.36	MC_SC5L-TC3R	TC	0.510	12	292,065	1,456,080	292,573	1,456,115
2.37	MC_SC6L-TC1R	TC	0.498	11	292,595	1,454,803	293,089	1,454,743
2.38	MC_SC6L-TC2R	TC	0.498	11	292,641	1,455,071	293,139	1,455,100
2.39	MC_SC6L-TC3R	TC	0.501	12	292,578	1,456,114	293,078	1,456,133
2.4	MC_SC7L-TC1R	TC	0.303	8	293,103	1,454,743	293,404	1,454,706
2.41	MC_SC7L-TC2R	TC	0.418	10	293,142	1,455,100	293,559	1,455,120
2.42	MC_SC7L-TC3R	TC	0.494	11	293,086	1,456,143	293,580	1,456,175
2.43	MC_SC8L-TC1R	TC	0.633	14	293,567	1,455,119	294,198	1,455,160
2.44	MC_SC8L-TC2R	TC	0.498	11	293,633	1,455,662	294,130	1,455,695
2.45	MC_SC8L-TC3R	TC	0.496	11	293,601	1,456,172	294,096	1,456,203
2.46	MC_SC9L-TC1R	TC	0.992	21	294,204	1,455,161	295,188	1,455,236
2.47	MC_SC9L-TC2R	TC	1.017	22	294,140	1,455,693	294,645	1,455,723
2.48	MC_SC9L-TC1R-1L	TC	0.513	12	294,676	1,455,210	294,647	1,455,722
2.49	MC_SC9L-TC2R-1L	TC	0.703	16	294,647	1,455,725	294,607	1,456,426
2.50	MC-SC1L-TC3R-1R	TC	0.497	11	289,955	1,456,970	290,435	1,457,008
3	Ou Prek Pdao Existing Creek							
3.1	Ou Prek Pdao Existing Creek	CRE	38.4	769	280,852	1,446,558	304,950	1,462,716
SUBTOTAL=			106.393	2,207				

APPENDIX H: Scope of Work for Topography Survey in Canal 15 Irrigation Scheme

No.	Name	Symbol	Longitude Profile (Km)	No. Cross	Starting Point		End Point	
					GPS X	GPS Y	GPS X	GPS Y
1	Pumping Station							
1.1	Proposed Pumping Station	ST		N/A	481,201	1,225,799		
2	Link Chanel							
2.1	Link Chanel	IC	8.698	175	486,587	1,220,570	481,219	1,225,797
3	Irrigated Canals							
3.1	MC	MC	0.598	13	481,188	1,225,800	480,594	1,225,863
3.2	MC-SC1L	SC	1.150	24	481,075	1,225,798	481,314	1,224,707
3.3	MC-SC1R	SC	4.334	88	481,075	1,225,805	482,931	1,229,281
3.4	MC1	MC	2.953	61	480,594	1,225,862	478,697	1,224,750
3.5	MC1-SC1L	SC	2.085	43	480,553	1,225,340	481,067	1,225,294
3.6	MC1-SC2L	SC	0.812	18	480,500	1,224,716	481,312	1,224,705
3.7	MC1-SC3L	SC	0.268	7	480,496	1,224,711	480,473	1,224,444
3.8	MC1-SC4L	SC	3.198	65	479,425	1,224,719	482,005	1,224,110
3.9	MC1-SC4L-TC1R	TC	0.621	14	479,586	1,224,183	479,531	1,223,564
3.10	MC1-SC4L-TC2R	TC	0.675	15	480,391	1,223,459	480,445	1,224,132
3.11	MC1-SC5L	SC	3.720	76	478,848	1,224,738	481,340	1,223,368
3.12	MC1-SC5L-TC1L	TC	0.534	12	478,814	1,224,256	479,345	1,224,206
3.13	MC1-SC5L-TC2L	TC	0.687	15	481,001	1,224,102	480,946	1,223,417
3.14	MC1-SC5L-TC1R	TC	0.202	6	478,803	1,224,256	478,602	1,224,273
3.15	MC1-SC5L-TC2R	TC	0.394	9	480,418	1,223,453	480,390	1,223,060
3.16	MC1-SC5L-TC3R	TC	0.502	12	480,948	1,223,401	480,908	1,222,901
3.17	MC1-SC1R	SC	1.084	23	479,469	1,225,434	480,549	1,225,341
3.18	MC2	MC	3.309	68	480,885	1,229,158	480,594	1,225,862
3.19	MC2-SC1L	SC	4.581	93	480,619	1,226,232	477,100	1,225,641
3.20	MC2-SC1L-TC1L	TC	0.359	9	480,097	1,226,346	480,068	1,225,988
3.21	MC2-SC1L-TC2L	TC	1.428	30	479,488	1,226,423	478,924	1,225,481
3.22	MC2-SC1L-TC3L	TC	1.754	37	479,002	1,226,505	478,853	1,224,758

No.	Name	Symbol	Longitude Profile (Km)	No. Cross	Starting Point		End Point	
					GPS X	GPS Y	GPS X	GPS Y
3.23	MC2-SC1L-TC4L	TC	0.487	11	478,688	1,226,564	478,639	1,226,080
3.24	MC2-SC1L-TC5L	TC	0.431	10	478,469	1,226,605	478,432	1,226,176
3.25	MC2-SC1L-TC6L	TC	0.439	10	478,153	1,226,644	478,109	1,226,208
3.26	MC2-SC1L-TC7L	TC	0.434	10	477,924	1,226,659	477,882	1,226,227
3.27	MC2-SC1L-TC8L	TC	1.401	30	478,324	1,225,540	477,651	1,226,242
3.28	MC2-SC1L-TC9L	TC	2.048	42	478,849	1,224,742	477,608	1,225,596
3.29	MC2-SC2L	SC	1.06	23	480,643	1,226,433	479,587	1,226,529
3.30	MC2-SC2L-TC1R	TC	0.722	16	480,169	1,227,133	480,061	1,226,484
3.31	MC2-SC3L	SC	4.305	88	477,687	1,226,716	480,758	1,227,734
3.32	MC2-SC3L-TC1L	TC	0.648	14	480,224	1,227,784	480,168	1,227,139
3.33	MC2-SC3L-TC2L	TC	1.415	30	479,133	1,226,490	479,436	1,227,871
3.34	MC2-SC3L-TC3L	TC	1.547	32	477,746	1,227,379	479,284	1,227,221
3.35	MC2-SC3L-TC1R	TC	0.686	15	480,224	1,227,792	480,282	1,228,475
3.36	MC2-SC3L-TC2R	TC	0.915	20	479,123	1,227,913	479,199	1,228,825
3.37	MC2-SC3L-TC3R	TC	1.49	31	477,804	1,228,055	478,805	1,228,471
3.37	MC2-SC4L	SC	1.083	23	479,787	1,228,956	480,858	1,228,871
3.39	MC2-SC1R	SC	0.426	10	480,629	1,226,232	481,025	1,226,146
3.40	MC2-SC2R	SC	0.358	9	480,647	1,226,433	481,003	1,226,402
3.41	MC2-SC3R	SC	0.472	11	480,683	1,226,864	481,134	1,226,745
3.42	MC2-SC4R	SC	0.886	19	480,768	1,227,736	481,648	1,227,637
3.43	MC2-SC5R	SC	1.319	28	480,804	1,228,259	482,115	1,228,120
3.44	MC2-SC6R	SC	1.557	33	480,852	1,228,765	482,399	1,228,598
4	Drain							
4.1	Secondary Drain	SD	0.738	16	479,639	1,227,185	480,373	1,227,110
4.2	Main Drain	MD	4.163	85	478,780	1,223,607	479,778	1,228,966
SUBTOTAL=			72.976	1,529				

APPENDIX I: Scope of Work for Topography Survey in Prek Po Irrigation Scheme

No.	Name	Symbol	Length (Km)	Command area (ha)	No. Cross	Start Point		End Point	
						GPS X	GPS Y	GPS X	GPS Y
1	EIB Prek Po System			2,288					
1.1	Link Canal	LC	9.763		197	512,392	1,305,529	510,624	1,296,777
1.2	MC	MC	0.877		19	509,566	1,296,968	509,500	1,296,094
1.3	MC1	MC	2.981		61	509,499	1,296,095	506,520	1,296,108
1.4	MC1-SC1L	SC	3.779		77	508,616	1,296,099	508,629	1,292,322
1.5	MC1-SC1L-TC1L	TC	1.046		22	508,624	1,295,039	509,669	1,295,037
1.6	MC1-SC1L-TC2L	TC	1.054		23	508,624	1,293,991	509,678	1,293,986
1.7	MC1-SC1L-TC3L	TC	1.040		22	508,634	1,292,939	509,673	1,292,937
1.8	MC1-SC2L	SC	3.783		77	507,578	1,296,105	507,587	1,292,324
1.9	MC1-SC2L-TC1L	TC	1.041		22	507,578	1,295,041	508,618	1,295,037
1.10	MC1-SC2L-TC2L	TC	1.043		22	507,584	1,292,946	508,627	1,292,941
1.11	MC1-SC3L	SC	3.787		77	506,521	1,296,108	506,529	1,292,323
1.12	MC1-SC3L-TC1L	TC	1.047		22	506,527	1,295,049	507,573	1,295,041
1.13	MC1-SC1R	SC	1.022		22	508,439	1,296,101	508,528	1,297,119
1.14	MC1-SC2R	SC	1.019		22	507,576	1,296,105	507,574	1,297,123
1.15	MC1-SC3R	SC	1.039		22	506,519	1,296,109	506,523	1,297,148
1.16	MC2	MC	1.124		24	509,501	1,296,095	510,624	1,296,095
1.17	MC2-SC1L	SC	0.830		18	509,673	1,296,099	509,674	1,296,928
1.18	MC2-SC1R	SC	3.784		77	509,672	1,296,097	509,683	1,292,315
1.19	MC2-SC1R-TC1L	TC	0.948		20	509,675	1,295,867	510,610	1,295,713
1.20	MC3	MC	5.018		102	510,626	1,296,787	512,825	1,293,961
1.21	MC3-SC1L	SC	0.945		20	510,630	1,296,343	511,563	1,296,195
1.22	MC3-SC2L	SC	1.229		26	510,634	1,295,717	511,193	1,295,040
1.23	MC3-SC3L	SC	1.346		28	511,773	1,295,033	512,635	1,295,375
1.24	MC3-SC4L	SC	1.963		41	512,827	1,295,024	513,721	1,295,999
1.25	MC3-SC1R	SC	0.943		20	510,627	1,295,033	509,685	1,295,038
1.26	MC3-SC2R	SC	1.015		22	510,626	1,295,026	510,637	1,294,011
1.27	MC3-SC3R	SC	1.055		23	511,239	1,295,033	511,200	1,293,982
1.28	MC3-SC4R	SC	1.039		22	511,775	1,295,020	511,776	1,293,981
1.29	MC3-SC5R	SC	1.043		22	512,295	1,295,026	512,298	1,293,983
1.30	MC3-SC6R	SC	1.883		39	512,818	1,293,973	510,936	1,293,982
SUBTOTAL=			58.486	2,288	1,211				

PART II

Section 8

Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

**Project: Irrigated Agriculture Improvement Project (IAIP)
Framework Loan No. ELM Asia 2014-2020 /Contract No.
(FI N0) 91783**

**Topographic Survey and Geotechnical
Investigation
Contract No. MOWRAM -EIB/CS02-SUR1**

**Ministry of Water Resources and Meteorology
#364, Presh Monivong Boulevard, Phsar Daeum
Thkov, Khan Chamkarmon, Phnom Penh,
Cambodia**

(Name of the Consultant)

Dated:

I. Form of Contract

Text in brackets and/or italics is optional; all notes should be deleted in the final contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient or Beneficiary]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract: [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the Guide to Procurement to projects financed by EIB (available from <https://www.eib.org/en/publications/guide-to-procurement;>) and RGC’s Procurement Manual (available from [https://gdicdm.mef.gov.kh/en/2017/01/02/674.html;](https://gdicdm.mef.gov.kh/en/2017/01/02/674.html)) governing the selection and Contract award process as set forth in this RFP. In case of discrepancies between the EIB Guide to procurement and RGC’s Procurement Manual, the EIB Guide to procurement shall prevail.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Kingdom of Cambodia as they may be issued and in force from time to time.
- (c) “Client” means the executing or implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Development Partner (DP)” means the European Investment Bank (EIB) that has provided the Government with funds to finance the Contract.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “GCC” means these General Conditions of Contract.
- (l) “Government” means the Royal Government of Cambodia.

- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the Cambodian Riel.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law

4. Language

- 4.1 This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

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| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | <p>7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such other locations, as the Client may require and approve.</p> |
| 8. Authority of Member in Charge | <p>8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.</p> |
| 9. Authorized Representatives | <p>9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.</p> |
| 10. Practices | <p>10.1. The Government and EIB require compliance with the Government Laws and Regulations and the EIB Anti-Fraud Policy and its prevailing sanctions policies and procedures in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC. In case of any discrepancy, EIB Anti-Fraud Policy shall prevail</p> |
| a. Commissions and Fees | <p>10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government and the EIB, where applicable.</p> |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 11. Effectiveness of Contract | <p>11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met</p> |
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| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC. |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein |
| 16. Modifications or Variations | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. |
| 17. Force Majeure | |
| a. Définition | <p>17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> |
| b. No Breach of Contract | 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force |

Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding fifteen (15) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through to (e); and at least five (5) calendar days' written notice in case of the event referred to in (f).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving seven (7) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause occurs.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within 45 calendar days after receiving a written

- notice from the Consultant that the payment is overdue;
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1; or
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental

to the prompt and orderly termination of this Contract, and the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding this approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, *the Kingdom of Cambodia* prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Kingdom of Cambodia prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after being notified, respect these customs.

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| 21. Conflict of Interests | 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 to GCC 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.</p> <p>21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Applicable Guidelines of the Government and EIB, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.</p> |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC . |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract. |

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| 22. Confidentiality | 22.1 | Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23. Liability of the Consultant | 23.1 | Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 24. Insurance to be Taken out by the Consultant | 24.1 | The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that the insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 25. Accounting, Inspection and Auditing | 25.1 | The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. |
| | 25.2 | The Consultant shall permit and shall cause its Sub-consultants to permit, the Government and the EIB and/or persons appointed by them to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by them. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Governments and EIB inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government and EIB prevailing sanctions procedures). |
| 26. Reporting Obligations | 26.1 | The Consultant shall submit the reports and documents specified in Appendix A to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| 27. Proprietary Rights of the Client in Reports and Records | 27.1 | Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and |

become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles, and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description and Obligations of Key Experts

- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.
- 29.2 The Consultant shall require all Experts and Sub-consultants to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct including sexual harassment and abuse and shall, at all times, behave in a manner that creates an environment free of bullying, harassment, discrimination and misconduct.
- 29.3 If the Consultant becomes aware that an Expert or Sub-consultant may have been involved in any form of bullying,

harassment, discrimination or misconduct, the Consultant shall immediately inform the Client of the issue and provide the Client with (a) as much information concerning the issue as is reasonably available to the Consultant, (b) a description of what investigation, review or other steps the Consultant is taking with respect to such issue, and (c) any additional information that the Client may require. If the Consultant receives or becomes aware of any allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant, the Consultant shall take reasonable and immediate steps to investigate or verify such incident rigorously, diligently and expeditiously, and shall ensure that it has the power and legal authority to suspend or terminate such Expert or Sub-consultant. If the Client determines in its sole discretion that any possible allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant could adversely affect people working at or associated with the project or the reputation of the Client or Government (or agency of the Government), then the Consultant shall, forthwith at the request of the Client, suspend or physically separate such Expert or Sub-consultant from the project and such persons.

30. Replacement of Key Experts

- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant like in the event of death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and the remuneration rate will be clarified between the Parties based on documentary evidence but subject to a maximum equal to the remuneration rate of the Key Expert being replaced

31. Removal of Experts or Sub-Consultants

- 31.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). In case the CV is rejected by the Client, the Consultant will submit other CVs until these meet the approval of the Client.
- 31.2. The rate of remuneration payable to such new additional Key Experts shall be clarified between the Parties based on documentary evidence of the rate paid for similar nature of services during the period of one year prior to the submission of the CVs to the Client.
- 31.3 Any replacement of the removed Experts or Subconsultants shall possess better qualifications and experience and shall be acceptable to the Client.

- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

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| <p>32. Assistance and Exemptions</p> | <p>32.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry visas, or residence permits required for their stay in the Cambodia while carrying out the Services under the Contract. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Provide to the Consultant any such other assistance as may be specified in the SCC. (g) Provide to the Consultant any such other assistance as may be specified in the SCC. |
| <p>33. Access to Project Site</p> | <p>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.</p> |
| <p>34. Change in the Applicable Law Related to Taxes and Duties</p> | <p>34.1 If, after the date of this Contract, there is any change in the applicable law in the Kingdom of Cambodia with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.</p> |
| <p>35. Services, Facilities and Property of the Client</p> | <p>35.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. of any charge, the at the times and in the manner specified in said Appendix A.</p> |
| <p>36. Counterpart Personnel</p> | <p>36.1 The Client shall make available to the Consultant, professional and support counterpart personnel, to be nominated by the Client, if specified in Appendix A. The Client and Consultant shall agree on any allowance to be provided to meet their incidental and other assignment related expenditures and such amounts will be included in the Contract for payment by the Consultant to them.</p> |

36.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

36.3 If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Ceiling Amount

38.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

38.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

38.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment

**39. Remuneration and
Reimbursable
Expenses**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract Clarifications) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract

**41. Mode of Billing and
Payment**

41.1 The total payments under this Contract shall not exceed Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1. Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an

advance payment bank guarantee, issued by a bank in Cambodia, acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2. The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3. The Final Payment. The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5. With the exception of the final payment under above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1. If the Client had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable

measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC

I

II. General Conditions

Attachment 1: EIB Anti-Fraud Policy

["Notes to the Client": the text in this Attachment 1 shall not be modified]

All parties to the Contract are obliged to comply with EIB policies on prevention of fraud and corruption, as expressed in the Guide to Procurement for projects financed by EIB which is available from <https://www.eib.org/en/publications/guide-to-procurement>. Laws and regulations of the Kingdom of Cambodia are also applicable but in case of any discrepancy, EIB policy will prevail.

Key sections of EIB Anti-Fraud Policy and EIB Guide to Procurement, are reproduced below. In these sections, "the Bank" refers to EIB.

Definitions (EIB Anti-Fraud Policy Section 3)

In pursuance of this policy, Prohibited Conduct includes corruption, fraud, coercion, collusion, theft at EIB Group premises, obstruction, misuse of EIB Group resources or assets, money laundering and financing of terrorism defined as follows¹:

- a. A **corrupt practice**, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party
- b. A **fraudulent practice**, which is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation².
- c. A **coercive practice**, which is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- d. A **collusive practice**, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- e. **Theft at EIB Group premises**, which is the misappropriation of property belonging to another party committed within EIB Group premises³⁴.
- f. An **obstructive practice**⁵, which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the EIB Group's contractual rights of audit or inspection or access to information.

¹ The definitions of a. to d. are taken from the "Uniform Framework for Preventing and Combating Fraud and Corruption," agreed in September 2006 by the leaders of seven major International Financial Institutions, including the EIB - see footnote

² This could include tax fraud affecting EIB Group operations and/or the EIB/EU's financial interests.

³ For the purpose of this definition, EIB Group premises include external offices. Should there be any indication that the internal theft was committed by a person subject to the EIB Group Staff Code of Conduct, the Inspectorate General Investigations Division will work in close cooperation with the relevant EIB Group compliance function

⁴ This definition shall not apply to EIB Group operations and the agreements related thereto.

⁵ The definition of obstructive practice covers the rights that any EU competent body, in particular OLAF and the EPPO, may have concerning any EIB Group-related operations or activities in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB or the EIF has entered in order to implement such law, regulation or treaty.

- g. **Misuse of EIB Group resources or assets**, which means any illegal activity committed in the use of the EIB Group's resources or assets, either knowingly or recklessly.

Money laundering and financing of terrorism are defined in EU Directives⁶ on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as amended and supplemented from time to time, as follows:

- h. **Money laundering** is:
- i. the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such an activity to evade the legal consequences of that person's action;
 - ii. the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such an activity;
 - iii. the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such an activity; and
 - iv. participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions referred to in the foregoing points.
- i. Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to commit, or to contribute to the commission of any of the offences within the meaning of Articles 3 to 10 of Directive (EU) 2017/541 of 15 March 2017 on combating terrorism. Where the financing of terrorism concerns any of the offences laid down in Articles 3, 4 and 9 of Directive (EU) 2017/541, it shall not be necessary that the funds be in fact used, in full or in part, to commit, or to contribute to the commission of any of those offences, nor shall it be required that the offender knows for which specific offence or offences the funds are to be used.

For the purpose of this policy, "operations" commonly refer to EIB projects and EIF transactions; it does not include EIB Group treasury and borrowing activities, which are referred to as "transactions".

Ethical Conduct (from Guide to Procurement Section 1.4)

It is the Bank's policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing⁷).

⁶ Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended and supplemented from time to time.

⁷ See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

In pursuance of this policy as set out in EIB's Anti-Fraud Policy, if it is established to the required standards⁸ that a project-related party⁹ has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

- May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- May declare ineligible such project-related party to be awarded the contract; and/or
- May withhold the Bank's no objection to contract award¹⁰ and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.

Prohibited Conduct - Covenant of Integrity (EIB Guide to Procurement Section 3.6)

As noted above, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that promoters:

- Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a Covenant of Integrity in the form indicated in Annex 3; and
- Insert in tender documents and contracts a clause that grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Bank reserves the right not to finance any contract in which tenderers/ contractors have not issued to the promoter the Covenant of Integrity signed by a duly authorized person. For contracts awarded prior to the Bank's involvement in the project, the promoters are encouraged to include the Covenant of Integrity.

The requirement for a Covenant of Integrity may be waived for those private sector promoters who can satisfy the EIB that they have implemented anti-fraud standards at least equivalent to the Bank's policy.

⁸ In accordance with the EIB's Investigation Procedures

⁹ See the EIB's Anti-Fraud Policy

¹⁰ For contracts subject to prior review in operations outside the EU.

III. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.(b) and 3.1.	<p>(a) The Contract shall be construed in accordance with the law of the Kingdom of Cambodia.</p> <p>(b) “Bank” means the European Investment Bank</p>
6.1. and 6.2.	<p>The addresses are:</p> <p>Client : Ministry of Water Resources and Meteorology (MOWRAM) Attention : H.E Chann Sinath, Secretary of State and IAIP Project Director, PMU-ADB-WB-EIB MOWRAM</p> <p>Facsimile : NA Telephone: (855) 012 538 777 E-mail (where permitted): chhansinath87@gmail.com</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1.	<p><i>[Note for PMU - If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1. should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member].</i></p>
9.1.	<p>The Authorized Representatives are:</p> <p>For the Client: H.E Chann Sinath, Secretary of State and IAIP Project Director, PMU-ADB-WB-EIB MOWRAM</p> <p>For the Consultant: <i>[name, title]</i> _____</p>

11.1.	<p>The conditions of effectiveness are as follows:</p> <p>(a) Confirmation of the availability of Key Experts to start the Assignment shall be submitted to the Client in writing, as a written statement signed by each Key Expert.</p> <p>(b) Confirmation of dates for mobilisation to site with all necessary staff and equipment of topographic survey team and geotechnical survey team.”</p>
12.1.	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be sixty (60) calendar days.</p>
13.1.	<p>Commencement of Services:</p> <p>The number of days shall be ten (10) calendar days after contract signing.</p>
14.1.	<p>Expiration of Contract:</p> <p>The time period shall be Four (4) Months of the contract.</p>
21.1.3.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.</p>
23.1.	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's Clarifications:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one time the total value of the Contract. <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in Kingdom of Cambodia.

24.1.	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of USD ____ (Same as Contract Price); (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Cambodia by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in Cambodia; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in Cambodia; (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Cambodia, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. (f) Insurance for damages to property caused during survey works (e.g. damage to buried services caused by borehole drilling)
27.1.	No Exceptions.
27.2.	The Consultant shall not use these documents or any software for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	<p>The Contract Price is: USD _____</p> <p>inclusive of all duties and taxes.</p>
39.1 and 39.2	All duties, taxes and other levies shall be borne by the Consultant in rendering the services herein in accordance with EIB Guide to Procurement Clause 3.7.7

41.2	Payment schedule:				
	Activity	Payment Requirements	Payment Milestones	Approval	Percent of Payment In USD
	Planning	Mobilization schedule with Detailed work plan for topographical survey and geotechnical works showing timing of tasks	The Workplan reviewed and endorsed by PIC/PMU and approved by MOWRAM together with an invoice	The Project Director	20% of contract value
	Draft Topographical survey and Geotechnical Investigation report	Report including topo survey all information as described in the scope of work of report Kamping Pouy Scheme	The report reviewed and endorsed by PIC/PMU and was approved by MOWRAM together with an invoice	The Project Director	20% of contract value
	Draft Topographical survey and Geotechnical Investigation report	Report including survey all information as described in the scope of work of Upper Thnoat Te (Canal 15) Scheme	The report reviewed and endorsed by PIC/PMU and was approved by MOWRAM together with an invoice	The Project Director	20% of contract value
	Draft Topographical survey and Geotechnical Investigation report	Report including survey all information as described in the scope of work of Prek Po Scheme	The report reviewed and endorsed by PIC/PMU and was approved by MOWRAM together with an invoice	The Project Director	20% of contract value
	Final Topographical survey and Geotechnical Investigation report	Report incorporating comments received from the DED Consultant, MOWRAM on the survey and including the complete set of all information as described in the scope of work.	The report reviewed and endorsed by PIC/PMU and was approved by MOWRAM together with an invoice	The Project Director	20% of contract value
	Total Payment after Final Report Submitted				100%
41.2.1	Not applicable				
41.2.4	The accounts are: for foreign currency: <i>[insert account]</i> ; for local currency: <i>[insert account]</i> .				
42.1	Not applicable				

<p>45.1</p>	<p>Disputes shall be settled through dispute resolution mechanism in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Dispute Resolution Expert. Each dispute submitted by a Party shall be heard by a sole expert (arbitrator) in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the National Commercial Arbitration Centre (NCAC) for a list of not fewer than two (2) nominees and, on receipt of such list, the Parties shall agree on one name who shall be the sole arbitrator for the matter in dispute. (b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the National Commercial Arbitration Centre (NCAC) for a list of not fewer than two (2) nominees and, on receipt of such list, the Parties shall agree on one name who shall be the sole arbitrator for the matter in dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator appointed pursuant to paragraph 1(b) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or in case of JV, of the home country of any of their members or Parties or of the Cambodia. For the purposes of this Clause, "home country" means any of: <ol style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their members; or (b) the country in which the Consultant's any of their members' principal place of business is located; or (c) the country of nationality of a majority of the Consultant's shareholders; or (d) the country of nationality of a majority of the Consultant's
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	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in Cambodia for (1a) and Singapore for (1b);(b) the English language shall be the official language for all purposes;(c) the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and(d) the cost of the arbitration will be entirely borne by the Party which lodges the dispute, including the reasonable costs incurred by the second Party.
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IV. Appendices

APPENDIX A: TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 to TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B: KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C: BREAKDOWN OF CONTRACT PRICE

Insert the table with the unit rates to arrive at the breakdown of the Lump Sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.

APPENDIX F - CODE OF CONDUCT (ESHS)

[Note to the Client: to be included for supervision of civil works contracts.]

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good **Environmental, Social, Health and Safety (ESHS)** practice as may be more fully described in the Terms of Reference described in Section 7