

CONSULTANT BRIEFING KIT

KEY INFORMATION	DETAILS
Information about the MRC	Information about the MRC can be found at the http://www.mrcmekong.org/
Consultancy Status	All consultants are not considered MRCS staff members and are not entitled to the same benefits as MRCS staff.
MRC Headquarters	<p>MRC Secretariat P.O. Box 6101, 184 Fa Ngoum Road Unit 18, Ban Sithane Neua, Sikhottabong District, Vientiane 01000, Lao PDR. Tele: +856 21 263 263. Facsimile: +856 21 263 264</p> <p>Regional Flood and Drought Management Centre (under Technical Division) P.O. Box 623, No. 576, National Road No. 2, Sangkat Chak Angre Krom, Khan Mean Chey, Phnom Penh 12353, Cambodia. Tel: +855 23 425 353. Fax: +855 23 425 363</p>
Intellectual Property Rights - IPR	Information, data, database, knowledge resources in the forms of briefings, reports, proceedings, articles, essays, etc. issued by and for the MRCS will be the MRCS property. Any utility, announcement and disclosure that are without MRCS highest levels of authority' permission is considered illegal and will be charged by relevant local and international legal procedures.
Recruitment time	A minimum time of 48 days required each procurement process of individual consultant, starting from TOR development, recruitment and contracting.
Signing of TOR	TOR must be signed by the consultant parallelly with the signing of the consultancy contract. The HR will not proceed with the consultancy contract if the TOR is not signed by both MRC Division Director or Chief Officer in Charge, and by the Consultant.
Signing of the Form for Consent to the Personal Data Collection and Processing	By signing this Consent Form, the consultant, as the Data Subject, confirm that s/he has agreed to the MRC Secretariat's collection and processing of her or his personal data according to its protection rules and regulations specified in the MRC's Guideline for the Protection of Personal Data (PPD). S/he has agreed that my personal data collected by the MRC Secretariat may be modified or supplemented for specified and legitimate purposes by the Secretariat only and that the data will not be shared with any third party.
Signing the Form for Declaration	By signing this Form, the consultant proves that s/he has read the MRC's exclusion who plan to engage into the MRC's bidding or recruitment processes, and that the MRC's exclusion criteria facilitates the detection of persons and entities that pose a risk to the Mekong River Commission's financial interests, and by carefully reviewing the MRC's exclusion criteria against his or her business history and achievements, s/he thereby declare that s/he is rightfully legitimate to access to and apply for the MRC launched bidding or recruitment
Signing the Business Disclosure Form	By signing this Form, the consultant expresses hers or his full collaboration with the MRC through providing to the MRC Secretariat required information for clearance regarding the current natures and characteristics of his or her business and any fraudulent-free attributes while providing services to the MRC.
Multiple Entry Visa and Stay Permit	Consultants with MRC's contracts of more than 6 months per year and assigned duty station is in Lao PDR or Cambodia should obtain official visas and stay/work permit. If so, please arrange it as early as possible through related Divisions/OCEO Administrative Assistant.
Health and Life Insurance	<ul style="list-style-type: none"> - Health and life insurance are solely the responsibility of the consultants. - Consultant under Service Contract working for the MRC Secretariat should prove to the MRC that he or she is covered by health insurance prior to signing the contract with the MRC Secretariat.
Leave	Only consultant under Service Contract is entitled to annual leave with the rate of 1 day per full working month.
Holiday	Only consultant under Service Contract is entitled to MRC Holiday.
Sick Leave	Only consultant under Service Contract is entitled to sick leave. Consultant that has contract period from 6 months will have 1.5 day sick leave/contract and 12 months will have 3 days sick leave per year. Consultant having contract period from 7-11 months will have 3/12 * number of contracted months.
List of relevant Forms	<ul style="list-style-type: none"> - RS-C 08 Business Disclosure Form - RS-C 10 Timesheet for SSA - RS-C 11 Timesheet for SC (at the MRCS) - RS-C 12 Invoice to the MRC - LR-01 Leave Request/Report

	<ul style="list-style-type: none"> - LR-05 OT Plan/Report - PPD-01 Consent Form for Personal Data Collection and Processing - RS-C 08 Business Disclosure Form - Declaration (Exclusion Criteria)
Termination of Contracts	<ul style="list-style-type: none"> - For SC, either party may terminate the contract at any time by giving the other party 1 month notice in writing of its intention to do so. - In the event the contract is being terminated by MRCS prior to its due expiration date, the subscriber shall be paid for the actual amount of work performed to the satisfaction of the MRC Secretariat on a pro rata basis. - For SSA, it shall be the following termination notification: <ul style="list-style-type: none"> - Agreement under 3 months: 5 days-notice - Agreement under 6 months: 15 days-notice - Agreement under 1 year: 20 days-notice.
Debarment	<ul style="list-style-type: none"> - MRCS may decide to debar a consultant or service provider for a period of up to 5 years.
Compensation Time off (CTO)	Consultants are not entitled to CTO as fixed term staff. However, if the consultant has to travel on weekend or MRC official holiday or in the evening after working hours (for Driver), a suitable arrangement to compensate the actual time spent is to be discussed and agreed with the person in charge in the related Division/OC and is approved by the Division Director or Chief Officer in charge.
Payment Clearances	<p>Any payment request would need the following documents from the consultant:</p> <ul style="list-style-type: none"> - <i>Signed Invoice</i> using MRC template, - <i>Signed Timesheet</i> using MRC correct timesheet template - <i>Draft or Final Products/Service</i> endorsed by MRC related staff as per agreed TOR and timeline. - <i>Travel Related Documents</i> such as ticket/s, original boarding pass, taxi fares. The consultant is required to show 3 quotations for each ticket purchased with the value above USD200.- - <i>Approved Leave Request</i> (SC), - <i>Supporting document</i> for certified sick leave (SC) - <i>For final payment</i>, the final products/service should be validated and approved by Division Director or Chief Officer in charge.
Withholding Fee	Fees may be withheld at any time during a consultancy period if the terms of the contract stipulate that payment is dependent on the satisfactory completion of a specific task or output/deliverables which has not been completed by the agreed date.
Deduction or Non-payment of Fee	The MRC reserves the right to deduct or refuse payment if either of the following occurs: (1) the Consultant is in breach of contract, and/or (2) he work does not meet the specifications, deadlines, or outputs as agreed in the TOR.
Contract Amendment	The contract can be amended in terms work items, but not in terms of agreed fee.
Contract Extension	<p>There are 2 types of extension (a) no-cost extension and (b) cost extension.</p> <ul style="list-style-type: none"> - <i>No-cost extension</i>: If, due to unavoidable circumstances, the product/service can't be completed timely, MRC will consider extending the duration of the contract with more days. - <i>Cost-extension</i>: Due to additional assignment added/incurred to the agreed scope of work, the contract can be extended with additional costs using agreed consultancy rate for the additional volume of not more than 15% of the total contract value.
Closure of Contract	It is expected that all contracts are closed by the expire date.
Consultancy rate	<ul style="list-style-type: none"> - At the MRC, recruitment of consultant is free from discrimination of any nationality, region, or continent. - Consultancy rate is primarily defined by (a) identified consultancy levels A, B, C and D. - A rate that is defined for one consultancy at the MRC does not impact on the future rate that the MRC will offer because the future rate is defined based on the requirements of the new TOR, the level of consultancy and available budget.

<p>Payment Modes</p>	<p>Payment modes are often pre-determined by MRC in the TOR. However, consultant can discuss and come to agreement with the MRC on the payment modes that is acceptable by both sides. Payment modes can be:</p> <ul style="list-style-type: none"> - Pay per deliverables/product - Pay per installments - Pay per number of days worked, or - Lump sum payment
<p>Disputes Resolution</p>	<ul style="list-style-type: none"> - Most minor disputes may be resolved by sensible discussion and agreement between the consultant and to rectify the cause of complaint. - MRCS may seek for legal advice on interpretation of specific contractual clauses when necessary.
<p>Key Contacts at HR</p>	<p>Please contact HR for related Forms: Human Resources Email: mrcshr@mrcmekong.org Telephone: +856 21 263163 ext. 1104</p>