

ADDENDUM NO. 3

Bidding Document / Request for Proposals

(ITC, SCC and Section 5 of the Terms of Reference)

This Addendum No. 3 is issued to amend specific provisions of the Bidding Document / Request for Proposals. All other terms and conditions of the original document and previous addenda remain unchanged and in full force and effect.

1. Amendments to the Instructions to Consultants (ITC) and Special Conditions of Contract (SCC)

The existing provisions of the **Instructions to Consultants (ITC)** and **Special Conditions of Contract (SCC)** are hereby **replaced in their entirety** by the revised provisions issued under this Addendum No. 3.

The enclosed revised ITC and SCC at Annex 1 and Annex 2 shall apply henceforth for the purposes of bid preparation, evaluation, award, and contract execution.

2. Amendment to Section 5 – Terms of Reference (TOR), Clause 1 and Clause 12, Payment Terms

- Clause 1 of Section 5 of the Terms of Reference is hereby amended as follows:

The **fourth paragraph** of Clause 1 is **deleted in its entirety** and replaced by the following:

“Documentations on these projects will be made available to the successful Consultant upon request from the Water Resources Commission (WRC).”

- Clause 12 of Section 5 of the Terms of Reference is hereby amended as follows:

The existing provision under Clause 12 – *Payment Terms* is hereby deleted and replaced by the following:

“Payments shall be effected by the MEPU within a period of 60 (sixty) days as from the date of reception of the respective invoices from the Panel, such invoices to be submitted by the Panel only after the WRC has given its written approval for the respective reports produced by the Panel.”

3. General

This Addendum No. 3 shall form an integral part of the Bidding Document / Request for Proposals. In the event of any inconsistency between this Addendum and the original document, the provisions of this Addendum shall prevail.

Annex 1

Revised Instructions to Consultants – Data Sheet

[Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants]

Paragraph Reference	
1.1	<p>Name of the Client: Ministry of Energy and Public Utilities</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) Method</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes, to be submitted in two separate envelopes both sealed in a single one.</p> <p>Name of the assignment is: Selection of Consultants for Panel of Dam Experts</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The Client's representative is: The Director Address: Water Resources Commission, Level 3, Royal Commercial, St Ignace Street, Rose-Hill, Mauritius</p> <p>Telephone: +230 403 5400 Facsimile: +230 465 7177 E-mail: wru@govmu.org</p>
1.4	<p>The Client will provide the following inputs and facilities to the successful Consultant:</p> <ul style="list-style-type: none"> • facilitate access to existing dam documentation, reports, drawings and available hydrological and geological information; • facilitate access to dam sites and associated infrastructure; • coordinate meetings with relevant stakeholders such as the CWA, CEB, WMA and other public authorities; and • provide available historical inspection and maintenance records <p>Office accommodation, vehicles, survey equipment, laboratory testing facilities and all other operational resources required for execution of the services shall be provided by the Consultant.</p>
1.6.1	<p>The Client envisages the need for continuity for downstream work: No</p>

1.14	Proposals must remain valid for 90 days after the submission date, i.e. until: 23 September 2026
1.8.1	<p>Consultants must comply with CIA (previously CIDB) registration requirements prior to submission of proposals as stipulated under Clause 1.8.1(a). CIA registration applies to the Consulting Firm (Lead Consultant / JV), not to individual experts engaged as personnel or sub-consultants.</p> <p>Consultants are advised to liaise directly with the CIA regarding processing timelines.</p> <p>The Client shall not consider a proposal from a Consultant which do not satisfy the registration requirements as spelt out in this clause.</p>
1.8.2 (e)	Participation is not limited to citizens of Mauritius or entities incorporated in Mauritius. Consultants from all eligible countries are permitted to participate in this selection process.

2.1	<p>Deadline for submission of clarification is 20 May 2026.</p> <p>The address for requesting clarifications is: Senior Chief Executive Ministry of Energy and Public Utilities, Level 6, Air Mauritius Centre, President John Kennedy Street, Port Louis - Mauritius Facsimile: +230 213 2543 and 201-3289 or E-mail: mpu@govmu.org and pluchmun@govmu.org</p>
3.3 (b)	<p>The assignment shall be implemented on an on-call/time-based arrangement.</p> <p>Consultants shall propose their own estimate of professional staff-months necessary to fulfil the requirements of the Terms of Reference.</p> <p>The Client does not guarantee any minimum quantity of assignments or staff-months during the contract period.</p> <p>The estimated number of professional staff-months required for the assignment is: Refer to Section 5 of the Terms of Reference (TOR), Clause 7 : “Duration of Services and Indicative Schedule”.</p>

3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
3.4 (g)	Training is a specific component of this assignment: Yes, as per Section 5 - Terms of Reference of the Bidding Document
3.6	<p>The Consultant shall include the items mentioned hereunder in its Lump sum price.</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route (Air fares shall be of Economy Class). (3) Cost of office accommodation, investigations and surveys. (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services;

	<p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p> <p>All reimbursable expenses shall be supported by documentary evidence.</p>
3.7	<p>The contact details are:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius</p> <p>Tel: +230 207 6000 Fax: +230 207 6053 Email: largetaxpayer@mra.mu Website: http://mra.mu</p>
3.8	<p>Consultant to state local cost in the national currency: Yes, in Mauritian Rupees</p>
4.2	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
4.3	<p>Consultant must submit the following:</p> <p>Technical Proposal:</p> <ul style="list-style-type: none"> • One (1) original; • Three (3) copies; and • One (1) electronic copy in PDF format on USB drive. <p>Financial Proposal:</p> <ul style="list-style-type: none"> • One (1) original; • One (1) copy; and • One (1) electronic copy in PDF format on USB drive.

4.5	<p>The Proposal submission address is: In the Bid Box of the Ministry of Energy and Public Utilities, Level 6, Air Mauritius Centre, President John Kennedy Street, Port Louis – Mauritius</p> <p>Proposals must be submitted not later than <u>Thursday 25 June 2026 at 14.30 hours.</u></p> <p>In case of any oversized envelope or bulky document, same to be submitted to the Registry.</p> <p>Electronic submission of bids shall not be accepted.</p> <p>The Technical proposals shall be opened immediately after closing on Thursday 25 June 2026, in the Conference Room of the Ministry of Energy and Public Utilities in presence of Bidders’ representatives who choose to attend. The Financial proposals shall be kept unopened.</p>
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5.2 (a)	<p>Consultants may associate to enhance their qualifications and capabilities. In case of a joint venture/consortium/association, all members will be evaluated jointly. The members of a joint venture shall be jointly and severally liable for the assignment and shall sign the contract in case an award is made to that joint venture group. Consultants should clearly indicate the structure of their “association” and the duties of the partners and sub consultants in their bids. In case of joint venture/consortium/association, the applicant shall specify the Lead Partner.</p> <p>Note: <i>For evaluation purposes, only the key experts mentioned at Clause 3 of the Terms of Reference at Section 5.0 shall be evaluated and markings allocated to them.</i></p> <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;">[10]</td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;">[5]</td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;">[5]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;">[20]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Dam Design and Construction Expert (Team Leader)</td><td style="text-align: right;">[25]</td></tr> <tr> <td> b) Engineering Geology/Geotechnical Expert</td><td style="text-align: right;">[15]</td></tr> <tr> <td> c) Hydraulic Expert</td><td style="text-align: right;">[10]</td></tr> <tr> <td> d) Contract Administration Expert</td><td style="text-align: right;">[10]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td><td style="text-align: right;">[60]</td></tr> <tr> <td colspan="2">In the event the Team Leader does not meet the stated minimum requirements, the firm shall be automatically disqualified.</td></tr> <tr> <td colspan="2">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</td></tr> <tr> <td> 1) General qualifications</td><td style="text-align: right;">[60%]</td></tr> <tr> <td> 2) Adequacy for the assignment</td><td style="text-align: right;">[30%]</td></tr> <tr> <td> 3) Experience in region and language</td><td style="text-align: right;">[10%]</td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;">100%</td></tr> <tr> <td>(iv) Suitability of the transfer of knowledge (training) program:</td><td></td></tr> <tr> <td> a) Relevance of training program</td><td style="text-align: right;">[3]</td></tr> <tr> <td> b) Training approach and methodology</td><td style="text-align: right;">[3]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (iv):</td><td style="text-align: right;">[6]</td></tr> <tr> <td>(v) Participation by nationals among proposed key staff</td><td style="text-align: right;">[4]</td></tr> <tr> <td style="text-align: right;">Total points for the five criteria:</td><td style="text-align: right;">100</td></tr> <tr> <td colspan="2"> <p>The minimum technical score St required to pass is: 70 Points</p> <p>Only Firms with Technical Proposals scoring at least 50% in each of the criteria (ii) and (iii) mentioned above and having A Technical Score of at least 70 points will be considered for further technical evaluation. Any firm</p> </td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[10]	b) Work plan	[5]	c) Organization and staffing	[5]	Total points for criterion (ii):	[20]	(iii) Key professional staff qualifications and competence for the assignment:		a) Dam Design and Construction Expert (Team Leader)	[25]	b) Engineering Geology/Geotechnical Expert	[15]	c) Hydraulic Expert	[10]	d) Contract Administration Expert	[10]	Total points for criterion (iii):	[60]	In the event the Team Leader does not meet the stated minimum requirements, the firm shall be automatically disqualified.		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failing to score at least 50% in any one of the criteria (ii) and (iii) mentioned above will automatically be disqualified.

The Financial Proposals of technically disqualified firms will be returned unopened.

5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: $T = 0.8$, and $P = 0.2$</p>
6.1	<p>Expected date and address for contract negotiations: August 2026 at: Ministry of Energy and Public Utilities, Level 6, Air Mauritius Centre, President John Kennedy Street, Port Louis - Mauritius</p>
7.5	<p>Expected date for commencement of consulting services: Fourteen (14) days from issue of Letter of Acceptance, or any such later date as the Parties may agree in writing.</p> <p>At: Ministry of Energy and Public Utilities, Level 6, Air Mauritius Centre, President John Kennedy Street, Port Louis, Mauritius</p>

Date: 05 June 2026

Annex 2

Revised Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Mauritius.
4.1	The language is English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Ministry of Energy and Public Utilities, Level 6, Air Mauritius Centre, President John Kennedy Street, Port Louis - Mauritius Attention : The Senior Chief Executive Facsimile : + 230 213 2543 E-mail: mpu@govmu.org</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture, the name of the JV member whose address is specified in Clause SCC6.1 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: The Senior Chief Executive</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness condition is as from issue date of Letter of Acceptance by the Client.

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Not Applicable</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Not later than 14 days after the Effective Date, or on such later date as the Parties may agree in writing.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. Services shall thereafter be performed on an on-call basis upon written request from the Client.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be thirty-six (36) months from the Effective Date.</p>
21 b.	<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> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</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> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable laws of Mauritius.</p>

24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>the total value of the Contract</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country for <i>Mauritian Rupees Five Hundred Thousand (MUR500,000) or Consultant shall provide proof of insurance Cover for Third Party for all Motor Vehicle that will be used under this Contract.</i></p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country for Mauritian Rupees One Million and Five Hundred Thousand (MUR 1,500,000) or as required under this Contract;</p> <p>(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 the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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.</p> <p>Proof of insurance must be submitted before commencement.</p>
27.1	Not Applicable
27.2	<p>The Consultant shall not use for purposes unrelated to this Contract any documents, reports, software, or other information received from the Client, nor any reports, documents, software, data, or other materials prepared or produced by the Consultant in connection with the performance of this Contract without the prior written approval of the Client.</p> <p>All outputs remain the property of the Client.</p>
41.2	<p>The ceiling in foreign currency or currencies is: Not applicable.</p> <p>The ceiling in local currency is: Not applicable</p>

42.3	Price adjustment on the remuneration: Not Applicable
43.1 and 43.2	<p>For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).</p> <p>With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.</p> <p>Details of contact for the MRA is:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 Fax: +230 207 6053 Email: largetaxpayer@mra.mu Website: http://mra.mu</p> <p>(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
44.1	The currency [currencies] of payment shall be the following: <i>Mauritian Rupees</i>
45.1(a)	<i>Advance Payment will not be provided.</i>

45.1(b)	<p>The Consultant shall submit invoices monthly or following completion of specific assignments instructed by the Client.</p> <p>The Client shall endeavour to process undisputed invoices within sixty (60) days after the receipt of itemized invoices with supporting documents.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: Not Applicable</p>
49.	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, 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 agreement on the identity of such sole arbitrator within thirty (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 <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the

	<p>request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
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	<p>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.</p> <p>3. <u>Substitute Arbitrators.</u> 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.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) 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 of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their members or Parties; or (b) the country in which the Consultant's or any of their members' or Parties' principal place of business is located; or (c) the country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<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 <i>[select a country which is neither the Client's country nor the Consultant's country]</i>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) 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.

Date: 05 June 2026