

Ref No. 0733-19091229

Guangxi Chongzuo Urban Water System Ecological Restoration Project

Request for Proposal for Consulting Services

CZ10: Project Management

**Client: Chongzuo Municipal Utilizing Foreign Loan Projects
Management Office**

TABLE OF CONTENTS

PART I.....	3
Section 1. Request for Proposal Letter	3
Section 2. Instructions to Consultants and Data Sheet.....	7
Section 3. Technical Proposal – Standard Forms.....	35
Checklist of Required Forms.....	35
Form TECH-1.....	36
Form TECH-2.....	39
Form TECH-3.....	41
Form TECH-4.....	42
Form TECH-5.....	43
Form TECH-6.....	45
Form TECH-6(Continued).....	47
Section 4. Financial Proposal - Standard Forms.....	50
Form FIN-1 Financial Proposal Submission Form.....	51
Form FIN-2 Summary of Costs.....	53
Form FIN-3 Breakdown of Remuneration.....	54
Appendix A.Financial Negotiations - Breakdown of Remuneration Rates...56	
Form FIN-4 Breakdown of Reimbursable Expenses.....	61
Section 5. Eligible Countries.....	62
Section 6. NDB’s Policy--Fraud and Corruption.....	63
Section 7. Terms of Reference.....	66
PART II.....	87
Section 8. Conditions of Contract and Contract Forms.....	87
Standard Contract Form-Time-Based Form of Contract.....	89
I.Form of Contract.....	89

II. General Conditions of Contract.....	92
Attachment 1, Fraud and Corruption.....	113
III. Special Conditions of Contract.....	116
IV. Appendices.....	122
Appendix A – Terms of Reference.....	121
Appendix B - Key Experts.....	121
Appendix C – Remuneration Cost Estimates.....	121
Appendix D - Reimbursable Expenses Cost Estimates.....	125
Appendix E - Form of Advance Payments Guarantee.....	126

PART I

Section1. Request for Proposal Letter

Request for Proposal Letter

Name and No. of Assignment: CZ10: Project Management

Ref. No.: 0733-19091229

Loan No.: 19CN02

Country: People's Republic of China

Date: August 28, 2019

1. The *People's Republic of China* (hereinafter called "Borrower") has received financing from the New Development Bank (the "Bank") in the form of a loan (hereinafter called the "loan") toward the cost of *Guangxi Chongzuo Urban Water System Ecological Restoration Project*. The Chongzuo Municipal Utilizing Foreign Loan Projects Management Office, an implementing agency of the project, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this RFP is issued.
2. The Client now invites proposals to provide Project Management consulting services (hereinafter called "Services").

More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this RFP to any other firm.
4. In case of Joint Venture, the maximum number of members in the Joint Venture shall be two.
5. The Consultant (including all the members from joint ventures and/or sub-consultants) should meet the following requirement:
 - (i). The consultant has been registered for more than ten years, and should be operated continually, the copies of certificate of registration should be provided;
 - (ii). The consultant has extensive experiences completed or under implementation in project management of at least 2 urban water infrastructure or water environment conservation projects with similar-level loans financed by Multi-Development Banks such as World Bank, Asian Development Bank or other international financial institutions within the recent 8 years.
 - (iii). The copies of audited financial reports in recent three years (2016-2018) shall be provided, and indicate its long-term profitability, at least the annual net asset (equal to total assets minus total liabilities) is positive.
6. A firm will be selected via one-stage and two-envelop under Quality-and –Cost-Based Selection (QCBS) procedures and in accordance with NDB's Procurement Policy in a Full Technical Proposal (FTP) format as described in this RFP.

The RFP includes the following documents:

Section 1 –RFP Letter

Section 2 – Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

7. If the consultant is a Joint Venture, the submitted proposal should include a Joint Venture Agreement signed by all the Joint Venture members. If a consultant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. In the absence of Joint Venture Agreement, the other members will be considered as Sub-consultants. Experiences and qualifications of Sub-consultants are not taken into account in the evaluation of the applications.
8. If a Consultant wishes to make a Procurement-related complaint, the Consultant shall submit its complaint in writing by the quickest means available, such as by email or fax, the following these procedures to:

For the attention: Mr. LI Li

Title/position: the Director of PMO

Client: The Project Management Office of Chongzuo City

Email: czfgwwjk@163.com

Fax: +86 771 5035169

In summary, a procurement-related complaint may challenge any of the following:

- (i). the terms of this Request for Proposal;
 - (ii). the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and
 - (iii). the Client's decision to award the contract.
9. The proposals must be submitted to the address below no later than 10: 00 am (Beijing Time), October 9, 2019.

CITIC International Tendering Co., Ltd

Address: Room 61734, 3/F, 17th Unit, Su Yuan, Beijing Friendship Hotel, No.1 South Zhongguancun Street, Haidian District, Beijing, China.

Telephone: +86 10 68948709

Email: may@biddingcitic.com; guxj@biddingcitic.com

Interested Applicants may obtain further information at the address below during office hours:

From 9:00 a.m. to 17:00 p.m.

Contacts: Ms. MA Ying, Ms. GU Xiujie

Address: 4/F, 17th Unit, Su Yuan, Beijing Friendship Hotel, No.1 South Zhongguancun Street, Haidian District, Beijing, China.

Telephone: +86 10 68948709

Email: may@biddingcitic.com, guxj@biddingcitic.com

or

Contacts: Mr. ZHAO

Address: Development Plaza, Middle Section of Friendship Avenue, Chongzuo City, Guangxi

Telephone: +86 771 5035128

Email: czfgwwjk@163.com

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

“Affiliate(s)” means an individual or an entity that is controlled directly or indirectly by a consultant or jointly under the control of a consultant.

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and enforced.
- (b) “Bank” means the New Development Bank.
- (c) “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
- (d) “Client” means the implementing agency that signs the (loan) contract with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that provides the Consulting Services to the Client under the Contract.
- (f) “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).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific countries and assignment conditions as required by the consultant. As a supplement, it does not cover any document of the same name.
- (h) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant,

Sub-consultant or Joint Venture member(s).

- (j) “Government” means the government of the Client’s country.
- (k) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (l) “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.
- (m) “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.
- (n) “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants who have signed up with all information needed to prepare their Proposals.
- (o) “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.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (r) The Standard Request for Proposal Letter is used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the

Consultant pursuant to the Contract.

- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (u) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains 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**. The Proposal will be the basis for negotiating 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 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 Bank's 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 Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the

assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 The Bank requires compliance with its policies on corruption and fraud/prohibition regulations set out in Section 6.

5.2 In further compliance with the policy, consultants shall permit and cause its subconsultants and subcontractors to permit the Bank or its representatives to inspect the account, records and other documents relating to the proposal submission, and contract performance (if granted), and to permit auditors appointed by the Bank to audit the accounts and records.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all eligible countries to offer consulting services for Bank-financed projects.

6.2 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 as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Multilateral Development Banks and New Development Bank in the past five (5) years shall be ineligible to submit proposals for, or be awarded a NDB-financed contract or benefit from a NDB-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible (Eligible Countries), if it is indicated in Section 5 that they are not eligible for election and:

(a) as a matter of law or official regulations, the

Borrower's country prohibits commercial relations with that country, provided that NDB is satisfied that such exclusion does not preclude effective competition for the provision of Services required; 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General

7.1 In preparing the Proposal, the Consultant is expected to

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- Considerations** examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal**
- 8.1 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.
- 9. Language**
- 9.1 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 language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 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).
- 10.3 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).
- 11. Only One Proposal**
- 11.1 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 the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the

Proposal submission deadline.

12.2 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.

12.3 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, and may be subject to sanctions in accordance with ITC 5.

**a. Extension of
Validity Period**

12.4 The Client will make its best effort to complete the negotiations and award the contract 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.

12.5 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, except as provided in ITC 12.7.

12.6 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
Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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.

12.8 If the Consultant fails to provide a substitute 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

with the prior Bank's no objection.

- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 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 Consultants who have signed up. 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:
- 13.1.1 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 Consultants who have signed up and will be binding on them. The Consultants who have signed up shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants who have signed up reasonable time to take an amendment into account in their Proposals.
- 13.2 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.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) and the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the

Consultant's own estimates for the same.

14.1.2 If stated in the **Data Sheet**, 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 the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.3 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.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 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.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 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

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 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**. Information on taxes in the Client's country is provided in the **Data Sheet**.

- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. 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.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The written authorization must be provided together with the technical proposal.
- 17.2.1 A Proposal submitted by a Joint Venture 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.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 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.

- 17.5 The original and all the copies of the Technical Proposal shall be placed inside 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 [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 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.
- 17.9 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.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. 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 Notification of Intention to Award the Contract.

18.2 Any attempt by 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, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. 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 an independent supervisory agency until they are opened in accordance with ITC 23.

19.2 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**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical

and Financial Proposals.

- 21. Evaluation of Technical Proposals**
- 21.1 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**.
- 22. Financial Proposals (for QBS)**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 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's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed, the Client shall open the financial proposal that is responsive to the RFP and TOR, and also meet the minimum qualifying technical score.
- 23.2 The Financial Proposals shall be opened publicly by the Client's evaluation committee. These Financial Proposals shall be opened and recorded. Copies of the record shall be sent to the Bank.
- 24. Correction of Errors**
- 24.1 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**
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee 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 included 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, 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's evaluation committee 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** 24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes** 25.1 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**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 27.1 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 with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be

rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations 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 negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations 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, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.

28.7 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 negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the

Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

the name and address of the Consultant with whom the client successfully negotiated a contract;

the contract price of the successful Proposal;

the names of all Consultants included in the short list, indicating those that submitted Proposals;

where the selection method requires, the price offered by each Consultant as read out and as evaluated;

the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

the final combined scores and the final ranking of the Consultants;

a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

the expiry date of the Standstill Period; and

instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client

later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants and Data Sheet

ITC Reference	A. General
1 (b)	People's Republic of China
2.1	<p>Name of the Client: <u>Chongzuo Municipal Utilizing Foreign Loan Projects Management Office</u></p> <p>Method of selection: Quality-and-Cost-Based Selection (QCBS)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The name of the assignment is: CZ10: Project Management</p>
2.3	A pre-proposal conference will be held: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Terms of Reference in Section 7.</u>
Add 6.4	In case of Joint Venture, the maximum number of members in the Joint Venture shall be two.
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the <u>English</u> language.</p> <p>Proposals shall be submitted in English language, for domestic consultant, the proposals shall be submitted in English and Chinese both, English shall prevail.</p> <p>All correspondence exchange shall be in English language.</p> <p>In case of winning, the Contract will be signed in the language of the Original Proposal which shall be the governing language of the Contract. Except for the language used in the proposal, the winning consultant shall not choose</p>

	other languages to sign the Contract.
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes <input checked="" type="checkbox"/>, or No _____</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes _____ or No <input checked="" type="checkbox"/></p>
12.1	<p>Proposals must remain valid for 120 days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p>

	<p>Client: <u>Project Management Office of Chongzuo City</u></p> <p>Address: <u>Development Plaza, Middle Section of Friendship Avenue, Chongzuo City, Guangxi</u></p> <p>Contact: Mr. ZHAO</p> <p>Tel: +86 771 5035128</p> <p>E-mail: czfgwwjk@163.com</p> <p>OR</p> <p>CITIC International Tendering Co., Ltd</p> <p>Address: <u>Room 61734, 3/F, 17th Unit, Su Yuan, Beijing Friendship Hotel, No.1 South Zhongguancun Street, Haidian District, Beijing, China.</u></p> <p>Contact: Ms. MA Ying, Ms. GU Xiujie</p> <p>Tel: 010-68948709</p> <p>E-mail: may@biddingcitic.com; guxj@biddingcitic.com</p>
14.1.1	Estimated inputs of Key Experts' time input: <u>194</u> person-month
14.1.2	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of <u>194</u> person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses include:</p> <p>(1) a per diem allowance, including hotel, for experts for every day of</p>

	<p>absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes _____ or No <input checked="" type="checkbox"/></p>
16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found at State Administration of Taxation (www.chinatax.gov.cn), State Administration of Taxation, Guangxi Zhuang Autonomous Region Taxation Bureau (www.gxgs.gov.cn), and State Administration of Taxation, Chongzuo City Taxation Bureau (www.gxgs.gov.cn/chongzuo).</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>RMB</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original in English Version+one (1) copy in English Version+four (4) copies in Chinese Version (domestic consultants need to provide Chinese versions, for the consultants from other BRICS member countries, only request the English version)+one (1) digital copy (CD or flashdisk);</p> <p>(b) Financial Proposal: one (1) original in English Version+one (1) copy in</p>

	<p>English Version+four (4) copies in Chinese Version (domestic consultants need to provide Chinese versions, for the consultants from other BRICS member countries, only request the English version)+one (1) digital copy (CD or flashdisk).</p> <p>The digital copy of Technical Proposal shall not include any information of Financial Proposal</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: October 9, 2019</p> <p>Time: 10:00 (Beijing Time)</p> <p>The submission address: 61734, 3/F, 17th Unit, Su Yuan, Beijing Friendship Hotel, No.1 South Zhongguancun Street, Haidian District, Beijing, China.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes ___ or No <input checked="" type="checkbox"/></p> <p>The opening shall take place at: same as the Proposal submission address</p>
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]</p> <p>A score will be given according to the provided specific experiences from the consultant after the horizontal comparison.</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [20]</p> <p>The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:</p> <p>(i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions [15%]</p> <p>(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations [25%]</p> <p>(iii) The work plan is detailed, realistic and implementable in line with the TORs and proposed methodology [30%]</p> <p>(iv) The number of experts and the expected number of [15%]</p>

	<p>working days for each expert are adequate to satisfactorily perform each activity.</p> <p>(v) The allocation between international experts and local experts, or between experts on site and at headquarters, achieves the expected results [15%]</p> <p style="text-align: right;">TOTAL 100%</p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: [Project Management Specialist/ Team Leader][10]</p> <p>b) Position K-2: [Institutional Development and Training Specialist] [9]</p> <p>c) Position K-3:[Project Financial management Specialists] [8]</p> <p>d) Position K-4:[Project Procurement Specialist] [8]</p> <p>e) Position K-5:[Water Engineer or Water Resource Management Specialist] [8]</p> <p>f) Position K-6:[Social and Resettlement Specialist] [6]</p> <p>g) Position K-7:[Environment Monitoring Specialist] [6]</p> <p>h) Position K-8:[Information and Technology Development Specialist] [5]</p> <p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [70%]</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p style="text-align: right;">Total points for criterion (iv): [5]</p> <p>(v) Participation by nationals among proposed Key Experts [5]</p>
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	<p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70</p>
	<p>Public Opening of Financial Proposals</p>
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No <input checked="" type="checkbox"/>.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices;</p> <p>(b) and all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.</p> <p>If a Contract is awarded, at Contract negotiations, 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>
26.1	<p><u>Not applicable.</u></p>
27.1	<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><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></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</p>

	Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>October, 2019</u></p> <p>Address: <u>3/F, Development Plaza, Middle Section of Friendship Avenue, Chongzuo City, Guangxi.</u></p>
32.1	Not applicable.
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: November, 2019</p> <p>at: Guangxi, Chongzuo City</p>

Section 3. Technical Proposal – Standard Forms

Required for FTP	FORM	DESCRIPTION	<i>Page Limit</i>
✓	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.	
✓	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	
✓	TECH-2	Consultant's Organization and Experience.	
✓	TECH-2A	A. Consultant's Organization	
✓	TECH-2B	B. Consultant's Experience	
✓	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓	TECH-3A	A. On the Terms of Reference	
✓	TECH-3B	B. On the Counterpart Staff and Facilities	
✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

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 *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed 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 and/or may be sanctioned by NDB.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide the policy in regard to Fraud and Corruption as per ITC 5.
- (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 as per ITC 6.3.1. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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 country of the Client.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate 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 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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 ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{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}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

Form TECH-3: 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.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - 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-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: 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 (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {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 your understanding of the TOR and ability to translate them into a feasible working plan. 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) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

- 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-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb, Pakistan, June 15, 1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2	{e.g., Mr. Xxyyy, U.S., April 20, 1969}													
K-3														
n														
											Subtotal			
NON-KEY EXPERTS														

FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
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 information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

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
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

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/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

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

Note: The consultant's authorized representative who signs the proposal must sign each page of the original financial proposal with the initials of the name.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"]* of all indirect local taxes in accordance with ITC 25.1 in the *Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the *Data Sheet*, ITC 12.1.

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,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}_____

{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
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet, and use the currency of RMB}
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
<u>Total Cost of the Financial Proposal:</u>	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of tax e.g., VAT or sales tax}	
(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Insert the Currency as in FIN-2
___	Key Experts				
K-1			[Home]	_____	
___			[Field]	_____	
K-2				_____	
___				_____	
___				_____	
___				_____	
___				_____	
___				_____	
___	Non-Key Experts				
N-1			[Home]	_____	

—			[Field]	—	
<u>N-2</u>				—	
—	—			—	
—				—	
	Total Costs				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in RMB)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Insert the Currency of RMB
	{e.g., Per diem allowances**}	{Day}			
—	{e.g., International flights}	{Ticket}			
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
				
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.

Section 5. Eligible Countries

1. Para 9 of the NDB Procurement Policy (March 28, 2016, V2) states that goods, works and services for NDB-financed projects should be provided by firms and individuals from the BRICS member countries (China, Brazil, Russia, India and South Africa), and reads as follows:

If the supplier/contractor/consultant is (i) a natural person, he/she must be a citizen of a member country; (ii) a corporation/company, it must have incorporated in a member country; (iii) an unincorporated partnership, not less than 60% of ownership must vest with nationals of member countries; and (iv) an unincorporated joint venture, must consist of nationals (natural persons, corporations, and partnerships) of member countries and must be registered in a member country.

2. The consultant under sanction from multilateral development bank and New Development Bank within the last 5 years is prohibited from bidding on this service.

Section 6. Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under the New Development Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" 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;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

-
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section 7. Terms of Reference

1. Project Background

The terms of reference (TOR) is prepared for the project management consulting services required by the smooth and effective implementation of the Guangxi Chongzuo Urban Water System Ecological Restoration Project (Project). The Project will be mainly implemented in the central urban areas of Chongzuo City, namely Chengnan Zone, Old Town Zone, and Sino-Thai Industrial Park Zone. A Project Management Office (PMO) has been established within Chongzuo Municipal Development and Reform Commission (DRC). Entrusted by Chongzuo Municipal Government (CMG), the PMO directs all project preparation and management activities on behalf of CMG, including coordinating with Project Implementation Unit (PIU) for financial management, procurement, contract management, and capacity building activities. Additionally, the PMO is responsible for direct implementation of the project management and capacity building component under the Project. Chongzuo Water Investment Company (CWIC) is the PIU to carry out day-to-day implementation of infrastructure components.

The total cost of the Project is estimated at USD 522.9 million equivalent, of which USD 300 is financed by NDB through a sovereign project loan. The remaining financing requirement are met by counterpart funds, including development funds from the central government and regional government, municipal budget and other non-budgetary sources.

The Project will support an integrated approach to reduce water pollution, enhance flood protection, and rehabilitate the ecological environment in Chongzuo. Project activities are structured into three components:

Component A. Restoration of Lakes, Rivers, Wetlands, Channels and their Adjacent Areas: This component includes (i) rehabilitation of the Nangan Canal; (ii) construction of water diversion pipes and pumping stations to inter-connect urban lakes, rivers and wetlands in the project areas; (iii) rehabilitation of 16 lakes and 1 wetland; (iv) rehabilitation of 5 river courses; (v) construction of ecological flood retention embankments along the lake shores and riversides; (vi) construction of drainage pumping stations along Zuojiang River; (vii) construction of sewage pipeline network and wastewater treatment stations in 5 villages along Nangan Canal and Jiangzhou Township; (viii) creation of constructed wetlands on the rehabilitated river courses for pollution treatment; (ix) creation of vegetated buffer zones in the water adjacent area of lakes, rivers, and wetlands; and (x) establishment of necessary public amenities and facilities, including non-motorized paths, rest areas, lighting system, public toilets, etc., to facilitate public access to the environmental infrastructure constructed.

Component B. Development of Water Ecological Environment Monitoring, Control and Management System: This component is to develop a smart internet-based information and management system to support integrated water resources monitoring and management during operation and maintenance (O&M) period. It includes establishment of database, software development, procurement of hardware, network configuration, etc.

Component C. Project Management Support and Capacity Building: This component will include:

- **Project management support** – (i) a consulting firm for project planning, procurement, financial management, project monitoring and evaluation (specifically environmental and social impacts monitoring); and (ii) a consulting firm for construction supervision.
- **Capacity building** – provision of technical assistance to improve water and environment related policy and project formulation, project implementation and management, monitoring and evaluation, and application of new technologies through (i) trainings, workshops, seminars and study tours (domestic and/or abroad) for institutions and their staff involved in water resources management and environment protection at regional and municipal levels; and (ii) information and education campaigns to promote public awareness on environmental protection and green development.

The scope and main works of these components are shown in Figure 7-1 and described in details in Table 7-1.

Figure 7-1. Indicative Map of Guangxi Chongzuo Urban Water System Ecological Restoration Project

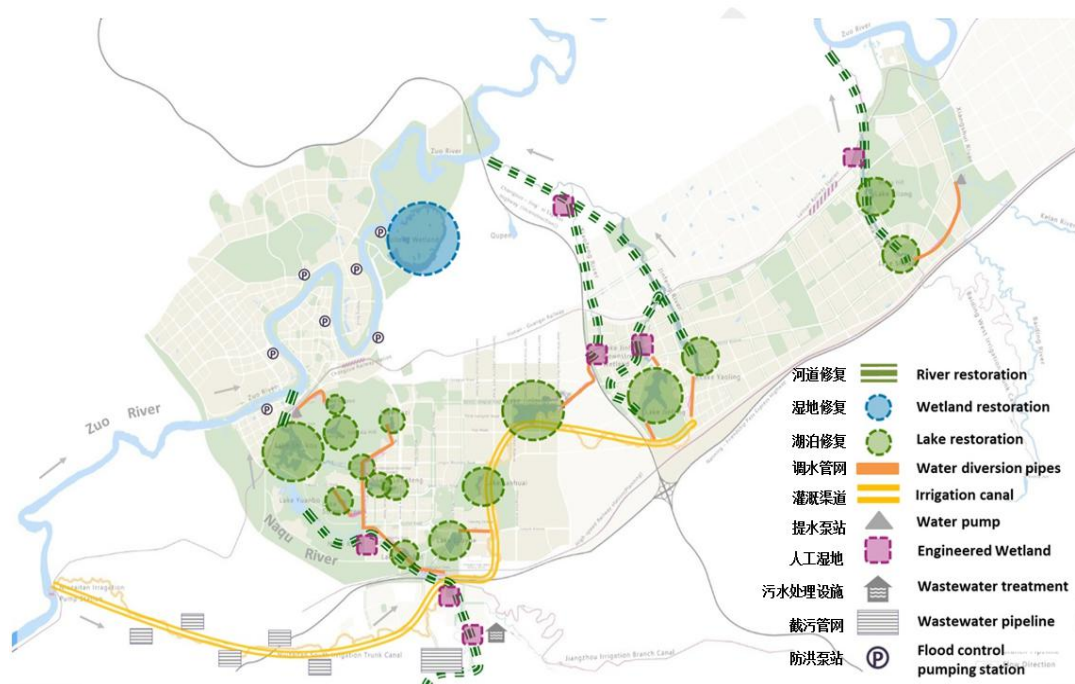


Table 7-1. Project Components and Their Scope

NO.	Component	Main works and activities	Responsible Agency
A	Restoration of Lakes, Rivers, Wetlands, Channels and their Adjacent Areas		
A-1	River Restoration and Flood Control	Flood control of Zuojiang River, including construction of 7 drainage pumping stations (Tuozaio, Jiaohe, Huguan, Food Warehouse, Post Office, Guilong, and Jiaochang) and 4 drainage gates (Tuozaio, Post Office, Huguan, and Jiaohe) along Zuojiang River; Rehabilitation of Naqu River (Jiangzhou Township – Garden Expo Park section, 14.5km), Xiaofeng River (7.53km), Jinfeng River (10.39km), Fengyu River (4.61km) and Shawa River (3.81km) to improve flood protection.	PIU
A-2	Lakes and Wetland Restoration	Rehabilitation of 16 lakes and 1 wetland to restore a water area of 2.61km ² through such activities as lake bed improvement, dredging, earth evacuation, aquatic plantation, stabilizing and greening embankments, ecological floating island construction, solar aeration installations, laying water diversion pipes and constructing open channels to connect the lakes with the water system, etc. Main project sites include Jinlong Lake, Shawa Lake, Shuikou Lake, Maishui Lake, Longteng West Lake, Fozi Lake, Lanhuai Lake, Luoyue Lake, Yaoling Lake, Xilong Lake, Longxia Lake, Lanyue Lake, Longteng East Lake, Longteng Middle Lake, Stone Forest Lake, Jinfeng Lake, Guilong Wetland.	PIU
A-3	Water System Connection	This element includes (i) Rehabilitation of Nangan Canal to divert water from Zuojiang River to urban water area, A 22.15km section of the Nangan Canal will be dredged, repaired and reinforced; Another 9.75km of the Canal will be rerouted and reconstructed. The Canal rehabilitation also include installation of aqueduct, inverted siphon, tunnel, road-passing buried culverts, as well as check sluices, diversion sluices, exit sluices, etc.; (ii) construction of water diversion pipes and associated pumping stations to inter-connect urban lakes, rivers and wetlands in the project areas, as noted below: (1) installation of 4.26km trunk pipe and 2.95km branch pipe to connect Naqu River with other	PIU

		water bodies; (2) construction of one pumping station at Longxia Lake, supported by 1.48km water diversion pipeline; (3) construction of one pumping station at Xiangshui River, supported by 3.1km water diversion pipeline; (4) construction of one pumping station at Xinzhai sewage plant, supported by 1.29km water diversion pipeline; and (5) construction of one lift pump at Laituan sewage plant, supported by 3.91km water diversion pipeline.	
A-4	Water Quality Improvement	This element includes (i) construction of 28.65 km trunk sewage pipeline network and 6 wastewater treatment stations in 5 villages along the upstream of Nangan Irrigation Canal and Jiangzhou Township which is located on the upstream of Naqu River; and (ii) creation of 7 functional wetlands at Naqu River, Xiaofeng River, Jinfeng River and Shawa River.	PIU
A-5	Ecological Restoration of Water Adjacent Areas	This element includes (i) creation of 2.78 km ² of vegetated buffer zones in the water adjacent area of lakes, rivers, and wetlands; (ii) construction of 146 km ecological flood retention embankments along the lake shores and riversides; and (iii) establishment of necessary public amenities and facilities, including non-motorized paths, rest areas, lighting system, public toilets, etc., to facilitate public access to the environmental infrastructure constructed.	PIU
B	Development of Water Ecological Environment Monitoring, Control and Management System		
B-1	According to the needs of the Project, one set of automation system will be deployed for the ecological water system restoration project in Chongzuo City, which will include a computer monitoring system, a protection and measurement system, a video surveillance system and an external communication system. This is to realize automated monitoring of the flow, water level, video recording, etc. of the urban ecological water system.		PIU
C	Project Management Support and Capacity Building		

C-1	Project Management	A consulting firm to be recruited by PMO to support project planning, procurement, financial management, project monitoring and evaluation (specifically environmental and social impacts monitoring)	PMO
C-2	Construction Supervision	A consulting firm to be recruited by PMO for construction supervision of Project construction activities. Construction supervision company is NOT part of this project management consulting contract. The Consultant will oversee the implementation by the construction supervision company	PMO
C-3	Capacity Building	Provision of technical assistance to improve water and environment related policy, project implementation and management, monitoring and evaluation, and application of new technologies through (i) trainings, workshops, seminars and study tours (domestic and/or abroad) for related government agencies and institutions; and (ii) information and education events to promote public awareness on environmental protection and green development.	PMO

2. Objectives

This consulting service will provide technical support to supplement inadequacy of PMO and PIU's capacity in the management and implementation of the Project and in compliance with the NDB's policies and national policing and relevant laws of People's Republic of China (PRC) national relevant laws, and to ensure a full completion of the Project and achieving the Project objectives.

Through open competitive selection method under the national procurement system, a qualified Consultant will be selected to provide various consulting services according to the requirements of the Project to support Project implementation and eventually achieve the objectives of the Project.

3. Scope of Work

The Consultant shall assist the PMO and PIU in project management, including monitoring and evaluation of the project physical progress, procurement process, financial and contract management, risk management, communication management, the implementation of environmental and social policies and plans, etc. At the same time, the Consultant shall assist the PMO in conducting capacity building activities, reporting the project progress to NDB, preparing on-site inspection documents and mid-term adjustment documents (if any), and preparing the project completion report. The overall project management shall ensure the Project implemented in compliance with the NDB's policies and the requirements by the Government, keep the quality and investment under control, and achieve the Project implemented in accordance with the best international practice. The Project management support will cover planning and design phase, implementation phase, monitoring phase and completion phase and evaluation phase of the overall project.

Specifically, the consulting firm will assist PMO and PIU in carrying out following assignments: 1) Integrated project management; 2) Procurement management and review of bidding documents; 3) Contract and construction management; 4) Financial management; 5) Project result monitoring and reporting; 6) Capacity building program development and implementation support.

3.1 Integrated Project Management

- (i) Assisting the PMO in preparing overall project management plan, including detailed project activity level work plans, budgeting, construction quality control plan, action plans to deal with project/construction modifications, procurement plan, data archives management, etc. to ensure that the Project is implemented in accordance with design standards and completed in time.
- (ii) Assisting in establishing project performance monitoring and reporting system, carrying out periodic project inspection as directed by PMO, collecting project performance data, evaluating project performance; in case of implementation delays or project performance fails to achieve the planned targets, the Consultant shall assist PMO in conducting variation analysis, including identifying the reasons, assessing the risks, and solving the problems.

- (iii) Assisting the PMO to double check the construction management plans approved by the construction supervision agent to ensure that the construction management plans are consistent with the overall project management plan.

3.2 Procurement Management

- (i) Providing technical assistance to PMO on procurement of goods, works, and services from the stage of bidding documents preparation to contract negotiation to ensure that the procurement of NDB-financed contracts follows China's domestic laws and regulations and acceptable to NDB,
- (ii) Working with procurement agent recruited by PMO to assist PMO and PIU in preparing and updating procurement plan to get no objections from NDB.
- (iii) Assisting the PMO and PIU in reviewing the commercial and technical (engineering drawings, technical specifications, and bills of quantities) parts of bidding documents to the satisfaction to NDB. No objection shall be required from NDB for prior-review contracts;
- (iv) Assisting the PMO and PIU in bid opening and bid evaluation including but not limited to clarifying questions raised by bidders, reviewing bid evaluation reports.
- (v) Other procurement-related consulting services that may be required by PMO.

3.3 Contract Management and Engineering Quality Control

- (i) Assisting the PMO in establishing project contracts management system. The system should define the sample contracts and set procedures for contracts signing, contracts implementation, contracts amendment and breach of contracts for various types of contracts that may be used for the Project, including but not limited to civil work contracts, equipment contracts, survey and design contracts, supervision contracts, procurement agent contract, engineering cost consulting contracts and other consulting contracts.
- (ii) Working with the procurement agent to assist the PMO and PIU in contract negotiation after contract award (including drafting contracts); assisting the PMO and PIU to solve problems encountered during contract implementation, review contracts amendments and provide its opinions, and negotiate the revisions of contract terms and conditions.
- (iii) Reviewing the documents submitted by the construction supervision agent, including but not limited to modifications to construction works, construction progress report, and construction supervision report, and provides its opinions.
- (iv) Conducting regular inspections on the construction sites, including inspecting the construction progress and quality of works, and submitting construction inspection reports; assisting PMO to review the payment application of civil work construction units, equipment suppliers and consulting services entities, including reviewing bills of quantity (BOQ), construction progress, certificate issued by the construction supervision agent, and completeness of payment procedures and put forward its opinions.

- (v) The Consultant should provide its feedback within one week upon receiving the tasks assigned by PMO. For complicated issues which require additional investigations, the Consultant may provide its feedback within two weeks as agreed with PMO.

3.4 Financial Management

- (i) Helping PMO and PIU develop an effective and sound internal control and financial management system for the Project following China's accounting and auditing rules as well as NDB's relevant policies. The system should reflect project financial status and allow PMO and PIU to manage project funds flow, review withdrawal requests, monitor NDB loan proceeds counterpart funds utilization.
- (ii) Assisting PMO and PIU in setting up project account and preparing financial reports for each sub-component
- (iii) Assisting PMO and PIU in preparation of the consolidated financial report of the Project as required by the Loan Agreement. The Consultant should provide necessary assistance in the annual audit to the Project (including reply of the rectification opinions etc) and supervise and examine the financial management and fund utilization status of the Project.
- (iv) Providing guidance to PIU on preparing disbursement requests documents, checking the application document and providing preliminary comments to PMO
- (v) Conducting dynamic monitoring and feedback on contract disbursement; taking the initiative to forecast loan utilizations according to the actual needs; assisting PMO in preparation of updated loan utilization plan.

3.5 Reports and communication

- (i) Entrusted by the PMO, the Consultant should solve problems emerged in contracts implementation and construction supervision in accordance with contracts terms and conditions and referring to international contract management practice. The Consultant should timely communicate and report to PMO and PIU about these problems and the progress of trouble-shooting.
- (ii) The Consultant should provide project management reports to PMO. These reports include but not limited to: project inception report, monthly progress report, midterm review report, project completion report, and capacity building and training reports. The main outline of above-mentioned reports should be presented in the Technical Proposal by the Consultant, and will be agreed with PMO within 10 days after this Consulting service starts.
- (iii) Assisting the PMO in preparing Project Semi-Annual Progress Reports to be submitted to NDB as required by the Loan Agreement and Project Agreement. The Semi-Annual Progress Reports should be prepared in accordance with the requirements of NDB. Among other things, the Semi-Annual Progress Reports shall include overall project progress, monitor and evaluate all indicators required by the Design and Monitoring Framework determined by NDB in the Project Documents to the Board (PDB), evaluate compliance with provisions

set in the loan agreement and project agreement, reflect the progress of each component/sub-component towards the designed target, summarize the capacity building activities conducted, and state the issues and risks encountered during project implementation.

- (iv) Assisting the PMO and PIU in consolidating Project financial statements.
- (v) Providing assistance in drafting and submitting correspondence with NDB.
- (vi) The Consultant shall submit other reports related to this project as required by the PMO.

3.6 Capacity Building Program Development and Implementation Monitoring

- (i) Assisting PMO in conducting institutional and capacity building needs assessment of concerned agencies of CMG; developing capacity building framework, annual program, specific capacity building proposals in consultation with PMO; providing consulting to and assisting PMO in recruiting capacity building consultants/firms to conduct these capacity building activities.
- (ii) Assisting PMO in prepare completion reports of capacity building activities to monitor and evaluate the results of capacity building activities.
- (iii) Assisting PMO to manage all information and documents related to the project, including relevant government approval documents, relevant documents of NDB, design and procurement documents, contract documents, construction management documents, output acceptance documents, handover documents of contractors and supervision units after the end of the contracts, consulting service outcome reports, environmental and resettlement external monitoring reports, project outcome indicator monitoring reports, and the relevant information and documents saved by project management needs, document management and documentation.

4 Minimum requirements for the Consultant

4.1 General Requirements for the Consultant

The Consultant (including all the members from joint ventures and/or sub-consultants) should meet the following requirement:

- (i) The consultant has been registered for more than ten years, and should be operated continually, the copies of certificate of registration should be provided;
- (ii) The consultant has extensive experiences completed or under implementation in project management of at least 2 urban water infrastructure or water environment conservation projects with similar-level loans financed by Multi-Development Banks such as World Bank, Asian Development Bank or other international financial institutions within the recent 8 years. Consultants are required to submit performance certificate documents such as contract agreements (photocopy), and the Clients certificate to prove: the project has been successful completed or under implementation now. If the performance evaluation submitted by the Consultants was a joint venture with other agencies, an association agreement is required under the project;

(iii) The copies of audited financial reports in recent three years (2016-2018) shall be provided, and indicate its long-term profitability, at least the annual net asset (equal to total assets minus total liabilities) is positive.

4.2 Proposed Input Person-Months Arrangement of the Consultant

The project management support expert team shall be composed of international and domestic experts, with a total investment of 194 person-months, including 36 person-months for international experts and 158 person-months for domestic experts (Table 7-2).

Table 7-2: Breakdown of Project Management Support Consulting Services Allocation

International Experts	Person-months	Domestic Experts	Person-months
Project Management Specialist/ Team Leader	36	Institutional Development and Training Specialist	36
		Project Financial Management Specialists	30
		Project Procurement Specialist	30
		Water Engineer or Water Resource Management Specialist	30
		Social and Resettlement Specialist	12
		Environment Monitoring Specialist	12
		Information and Technology Development Specialist	8
Total	36	Total	158
Grand Total ((International Experts + Domestic Experts)		194	

The team of project management support experts will assist and support the PMO in the implementation of day-to-day management of the project, including work planning and financial planning, procurement of goods and services, design and implementation of capacity-building activities, coordination and monitoring of activities, development of information and monitoring systems, liaison with the NDB and all other relevant institutions, and preparation and submission of reports.

Note: The above person's resume shall be submitted and signed by the experts in the consulting company's proposal. Expert group leader, deputy group leader, water engineer or water resource management expert, financial management expert, procurement and contract management expert, environmental monitoring expert, social and immigration monitoring expert, information and technology development expert.

4.3 Qualification Requirements and Task Assignment for Key Expert

4.3.1 Project Management Specialist/Team Leader (International) (36 p-m)

Qualification requirements: The specialist should possess a graduate degree in water resource management, social or environmental science, or related fields, and should have at least ten years of water resources experiences in China, preferably in the planning and management of foreign-funded, government-executed projects. He should have demonstrated successful project management experience, particularly with Multilateral

Development Bank (MDB) -financed projects, and have the ability and sensitivity to manage a large multidisciplinary team of specialists. In addition, the candidate should have familiarity with current Chinese government structures for water resource administration at the national and provincial levels. Knowledge of MDB project implementation procedures and reporting requirements and a working knowledge of Chinese would be advantageous.

He/she will have the following duties:

- (i) Assist PMO in the day-to-day management of the Project by developing implementation approaches, procedures, and guidelines for key Project activities and for coordinating the implementation of activities by the implementing and participating agencies;
- (ii) Assist PMO in preparing the detailed Project implementation schedule, work plan, and various Project management systems and procedures, annual evaluation of accomplishment vis-à-vis work plans, and annual revised work plans;
- (iii) Assist PMO and the PIUs in preparing the detailed Project logical framework to contain key performance indicators for monitoring Project implementation and for measuring Project benefits as the basis for the design of the M&E system;
- (iv) Assist PMO and the PIUs in the design and development of the Project management information system;
- (v) Provide continuing assistance to PMO and the PIU in the various aspects of Project implementation, including procurement of goods and services, coordination with all concerned agencies and MDB, and preparation of reports to government and NDB;
- (vi) Participate in the Mid-term Review of the Project and provide assistance during NDB review missions;
- (vii) effective, efficient, and timely delivery of the services of the individual specialists;
- (viii) Prepare the annual work plan of the Consultant Team and evaluate the accomplishment of the previous year's work plan; and
- (ix) Prepare the required consultants' reports and project related reports for submission to government and NDB.

4.3.2 Institutional Strengthening & Capacity Building Specialist (Domestic) (36 p-m)

Qualification requirements: The specialist should have a graduate degree in public administration, education, human resource development, or related fields and at least 10 years experience in the conduct of institutional assessment, organizational development, and training activities preferably in public sector agencies (water resource and environment sector), in different parts of China. He/She must be familiar with Chinese government institutions at the national and provincial levels, and must have proven ability to work with multidisciplinary teams and with government officials and staff at different

levels of the hierarchy. He/She must have good oral and written English language skills and must be computer-literate.

The specialist will have the following duties:

- (i) Prepare plans for the development and deployment of a computerized management information system for the Project, particularly for benefit monitoring and evaluation;
- (ii) Conduct an institutional and capacity building needs assessment of the concerned agencies of CMG such as Municipal Development Reform Commission (MDRC), Municipal Finance Bureau (MFB), Municipal Water Conservancy Bureau (MWCB), and Municipal Environment Conservation Bureau (MECB) etc., in particular, to identify areas of weakness to be targeted by a comprehensive capacity building and training program in water management and conservation; these capacity building activities would include: policy, institutional, technical, economic studies in relation to water environment rehabilitation and conservation; seminars and trainings, and overseas and domestic study visits on policy formulation, project management, technical improvement, economic and financial analysis and monitoring and evaluation in relation to water environment rehabilitation and conservation; and training and public awareness raising in water environment rehabilitation and conservation
- (iii) Develop the Project's overall capacity building and training framework and annual plan. An initial capacity building plan with proposed capacity building activities for calendar year 2019 is attached in Table 7-3 below. The Consultant can take it as a reference to prepare the capacity building and training program. For each specific training program in the annual plan, the Consultant shall be requested to provide the proposal to PMO for approval. An evaluation of each training will be requested from the Consultant.
- (iv) Assist PMO in recruitment of these capacity building consultants or firms to organize and conduct these capacity building activities; and
- (v) Prepare completion reports for these capacity building activities.
- (vi) Each capacity building activity proposal should include following information: objectives, scope, activities, implementation arrangement, cost estimate and financial plan, and expected outputs and impacts.

**Table 7-3: Proposed Initial Capacity Building Activities Plan
- A reference for Consultant**

Title of Activities	Descriptions of Participants	Tentative Time Schedule, Duration and Location	Responsible and Implementation Agencies	Estimated Cost (RMB/Thousand)
Training on the relevant financing policies, and requirements of New Development Bank (NDB)	RDRC, RDOF MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and working partners concerned 40 – 50 persons.	The fourth Quarter of 2019 , one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with recruited consultant and NDB staff supports	81
Workshop on overview and the best practices of water resources and environment rehabilitation and management and conservation in PRC	RDRC, RDOF MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and working partners concerned 40 – 50 persons.	The fourth Quarter of 2019 , one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with recruited consultant and NDB staff supports	81
Training on procurement policies, procedures and Contract Management of NDB and PRC government	RDRC, RDOF, MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and working partners concerned 40 -50 persons.	The fourth Quarter of 2019, one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with consultant and NDB staff supports	54
Training on disbursement and financing management, auditing policies, procedures and requirements of NDB and PRC government	RDRC, RDOF, MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and working partners concerned 40 - 50 persons.	The fourth Quarter of 2019, one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with consultant and NDB staff supports	54
Study Visits to Jiangxi, Zhejiang, Jiangsu and other parts of PRC to visit MDBs, World Bank and Asian Development Bank etc. water resources and environment rehabilitation and management projects	RDRC,RDOF, MDRC, MFB,MWCB,MNLRB, MEPB,MURCB,MPB, PMO,PIU and other project agencies and working partners concerned(three teams for a total of 60 persons (4 teams)	The fourth Quarter of 2019, 3 days visit for each team respectively in Jiangxi, Zhejiang and Jiangsu & elsewhere	PIA/PMO/PIU with consultant and NDB staff supports	472.5
Training on preparations of project procurement documents, progress reports, financial	RDRC, RDOF, MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and	The fourth Quarter of 2019, two days training workshop in Chongzuo,	PIA/PMO/PIU with consultant and NDB staff supports	81

Title of Activities	Descriptions of Participants	Tentative Time Schedule, Duration and Location	Responsible and Implementation Agencies	Estimated Cost (RMB/Thousand)
management reports and other reports	working partners concerned 40 - 50 persons.	Guangxi		
Training on Policies, Procedures and Requirements of Resettlement, Environment Evaluation and their Plans Implementation and Monitoring	RDRC, RDOF, MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and working partners concerned 30 – 40 persons.	The fourth Quarter of 2019, one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with consultant and NDB staff supports	54
On -site trainings on procurement policies, procedures and Contract Management of NDB and PRC government	PMO, PIU and other project agencies and working partners concerned (supervision team) 30 persons.	The fourth Quarter of 2019, one day training workshop for each contracted areas (4 areas) in Chongzuo, Guangxi	PIA/PMO/PIU with consultants supports	33.75
On-site trainings on disbursement and financing management, auditing policies, procedures and requirements of NDB and PRC government	PMO, PIU and other project agencies and working partners concerned (supervision team) 30 persons.	The fourth Quarter of 2019, one day training workshop for each contracted areas (4 areas) in Chongzuo, Guangxi	PIA/PMO/PIU with consultants supports	33.75
On -site trainings on the preparations of project procurement documents, progress reports, financial management reports and other reports, and filing system	PMO, PIU and other project agencies and working partners concerned (supervision team) 30 persons.	The fourth Quarter of 2019, one day training workshop for each contracted areas (4 areas) in Chongzuo, Guangxi	PIA/PMO/PIU with consultants supports	33.75
On -site trainings on construction supervision and quality and progress control of international practice	PMO, PIU and other project agencies and working partners concerned (supervision team) 30 persons.	The fourth Quarter of 2019, one day training workshop in Chongzuo, Guangxi	PIA/PMO/PIU with consultants supports	33.75
Other capacity building activities in relation to water resources and environment rehabilitation and management sector to be identified and implemented during	RDRC, RDOF, MDRC, MFB, MWCB, MNLRB, MEPB, MURCB, MPB, PMO, PIU and other project agencies and partners concerned 100 persons. 100,000 local residents for education and information	January 2020 to December 2022	PIA/PMO/PIU with consultants supports	5737.5

Title of Activities	Descriptions of Participants	Tentative Time Schedule, Duration and Location	Responsible and Implementation Agencies	Estimated Cost (RMB/Thousand)
the Project implementation	campaign and public awareness raising			
Total Cost				6750

Note: RDRC = Guangxi Regional Development and Reform Commission, RDOF = Guangxi Department of Finance, MDRC = Municipal Development and Reform Commission, MFB = Municipal Finance Bureau, MWCB = Municipal Water Conservancy Bureau, MNLRB = Municipal National Land Resource Bureau, MEPB = Municipal Environment Protection Bureau, MURCB = Municipal Urban and Rural Construction Bureau, MPB = Municipal Planning Bureau, PIA = Project Implementing Agency, PMO = Project Management Office, and PIU = Project Implementing Unit.

4.3.3 Water Engineering Specialist (Domestic) (30 p-m)

Qualification requirements: The specialist should be a qualified civil engineer with at least 10 years experience in the design, supervision, or management of water resource management, water environment or related projects, and must have at least 10 years of field experience in the planning and management of water resource management or water environment conservation projects in various areas of China. He/she must have broad knowledge and demonstrated competence in watershed and wetland rehabilitation. He/she must have demonstrated ability in preparing engineering drawings, technical specifications, and cost estimates in accordance with national construction and engineering standards. He/she must have good oral and written English language skills.

The specialist will have the following duties:

- (i) With the international Project Management Specialist, review the activities planned designed for implementation of water way management and wetland rehabilitation and prepare the detailed work plan for water engineering development work in those three districts for the first three years of Project implementation;
- (ii) Assist PMO in the review of tender documents for the design and construction of civil works, including technical specifications, bills of materials, and owner's estimates of construction cost;
- (iii) Assist PMO/PIU in the selection and recruitment of civil works contractors, including preparation of evaluation criteria for short-listing and selection of firms, evaluation of technical and financial proposals, and assistance during contract negotiations;
- (iv) identifying problems, if any, and suggesting solutions to identified problems;
- (v) Conduct regular field visits to Project sites to provide technical direction and guidance to the PIU in the implementation of the Project's water engineering related activities, paying special attention to water quality monitoring, lake and river management (dredging), wetland rehabilitation to prevent environment-related problems;
- (vi) Assist the Capacity Building Specialist in the identification of required training courses related to water resource rehabilitation and management

for various Project implementors and target beneficiaries and assist in the preparation of training materials and course content for field training in Project areas;

- (vii) Assist PMO/PIU in monitoring the progress of work of civil works contractors and alert the PIU Managers and the Project Director of difficulties or anticipated problems that may arise or are foreseen and work with them and concerned PMO/PIU staff on alleviation measures; and
- (viii) Prepare regular technical and operational progress reports.

4.3.4 Project Financial and Contract Management Specialist (Domestic) (30 p-m)

Qualification requirements: The specialist should possess a graduate degree in finance or financing management or related fields, and must have at least 10 years of field experience in the planning and management of water or environment projects in China. He/she must have broad knowledge and demonstrated competence in the different aspects of financial management, budgetary accounting and contract management. He/she must have a good command of the English language.

The specialist will have the following duties:

- (i) Assist PMO and PIU in meeting financial reporting and financial management requirements of NDB;
- (ii) Work with Project Management Specialist/Team Leader to review the activities planned and budget prepared for implementation in the Project and prepare the detailed quarterly and yearly work plan and budget for overall development in Project sites;
- (iii) Assist PMO and PIU to develop or introduce financial management information system for the Project;
- (iv) Assist PMO and PIU to set up a project account;
- (v) Compile and prepare project financial statements and regularly update project financing plan, including counterpart funding, NDB funding and other sources of financing;
- (vi) Prepare quarterly contract awards and disbursement projections and monitor closely the progress to ensure timely contract awards and disbursement;
- (vii) Financially management each contract package (contract variations);
- (viii) Collect necessary financing data and information for NDB loan review mission;
- (ix) Assist in conduct of financial and economic analysis during loan midterm review and after project completion;
- (x) Assist Capacity Building Specialist to prepare and conduct trainings on financial management as a resource person during the project; and
- (xi) Prepare regular financial parts and progress reports.

4.3.5 Project Procurement Specialist (Domestic) (30 p-m)

Qualification requirements:

The specialist must have a Master's Degree or equivalent in a relevant professional field, preferably in Engineering, Business Administration or Economics and at least 10 years of relevant experience, rich experience in reviewing or preparing bidding documents for the works contract financed by MDB. The specialist should have successfully managed procurement for at least 2 projects financed by MDB and be familiar with Chinese procurement policies, laws, regulations, procedures and MDBs procurement policies and procedures. He/she must have a good command of the English language.

The specialist will have the following duties:

- (i) Work with procurement agency recruited by PIA to assist PMO and PIU in preparing or revising procurement plan and procurement documents or procurement list for various project activities;
- (ii) Assist PMO and PIU with procurement documents based on relevant procurement policy, procedures, and methodologies, etc.;
- (iii) Review or prepare commercial parts including procurement price assessment of the bidding documents and consolidating commercial and technical parts into integrated documents for bidding;
- (iv) Review or prepare and publish bidding advertisements, clarifying the questions raised by the bidders, assisting in bid opening and evaluation process, assisting evaluation panel with the clarifications and evaluation report, and publish award of contract;
- (v) Assist in drafting or reviewing the contracts with the recommended bidder, and submitting the signed contracts to the NDB and/or the government authorities for record, registration, or approval; and
- (vi) Assist PMO in negotiation on the revision of the contract terms and conditions to address claims or anti-claims during the contract implementation.

4.3.6 Social Monitoring and Resettlement Specialist (Domestic) (12 p-m)

Qualification requirements: The specialists should have a graduate degree in sociology/social science, community development, or related fields and at least 10 years of practical experience in social development work in China, preferably among urban and rural communities. Fluency in oral and written English is a must.

The specialist will have the following duties:

- (i) Work with PMO/PIU in the planning and implementation of community-based water resource management and environment conservation programs;
- (ii) Work with the contracted organizations to assist women's organization to enhance their participation in the Project awareness raising activities;
- (iii) Advise PMO/PIU on the application of the social screening process for use at the Project sites in determining potential negative impacts of proposed

water resource rehabilitation, wetland development, and flood control activities;

- (iv) Advise PMO/PIU on the requirement of government and NDB for the conduct of a social examination prior to the award of civil works contracts;
- (v) Advise PIU technical personnel in the conduct of periodic monitoring of social parameters at the Project sites to prevent any social problems, and guide them in the preparation of social monitoring reports for submission to PMO;
- (vi) Assist the Capacity Building Specialist and provide technical inputs in the preparation of training modules on social monitoring and serve as resource person/lecturer in the conduct of such training courses for PMO/PIU staff, local government staff, and community groups; and
- (vii) Prepare the required reports.

4.3.7 Environment Monitoring Specialist (Domestic) (12 p-m)

Qualification requirements: The specialist should have a graduate degree in ecology, environmental science, biology, or related fields and at least 10 years experience in the conduct of environmental assessment of proposed development projects, preferably in water resource or environment conservation. He/she must be familiar with government and MDB environmental assessment guidelines and procedures, and must be fluent in oral and written English.

The specialist will have the following duties:

- (i) Assist PMO/PIU in the preparation and finalization of an Environmental Management and Monitoring Plan for the Project at the inception stage;
- (ii) Advise PMO/PIU on the application of the environmental screening process for use at the Project sites in determining potential negative impacts of proposed water dredging, wetland development, flood control activities;
- (iii) Advise PMO/PIU on the requirement of government and NDB for the conduct of an environmental examination prior to the award of civil works contracts;
- (iv) Advise PIU technical personnel in the conduct of periodic monitoring of environmental parameters at the Project sites to prevent environmental problems, and guide them in the preparation of environmental monitoring reports for submission to PMO;
- (v) Provide technical inputs in the preparation of training modules on environmental management and serve as resource person/lecturer in the conduct of such training courses for PMO/PIU staff, local government staff, and community groups; and
- (vi) Prepare the required reports.

4.3.8 Information and Technology Specialist (Domestic) (8 p-m)

Qualification requirements: The specialist should have a degree in information technology, computer science, or related fields and must have at least five years experience in the design and development of computerized water resource management or environment management information systems in China. He/she must be familiar with government and MDB environmental monitoring procedures, and must be fluent in oral and written English.

The specialist will have the following duties:

- (i) Assist PMO in the monitoring and implementation of SMART water resource monitoring, control and management program;
- (ii) Assist in design of a water management information system (WMIS) that will link MWCBS with the district governments at the Project sites and will have features that will allow future expansion to other areas;
- (iii) Prepare the terms of reference for the engagement by PMO of a local Information Technology company that will execute the development, installation, and initial implementation of the water resource monitoring, control and management information system;
- (iv) Demonstrate the operation of the system in the Project sites and make appropriate revisions to system design, if necessary;
- (v) Work with Capacity Building Specialist in developing and implementing a training plan for local agencies and personnel concerned on the use and operation of the WMIS; and
- (vi) Prepare the required procurement progress reports.

5 Deliverables/Specific Outputs expected from Consultant

The Consultant shall prepare a variety of work reports and submit to PMO and upon the request of PMO to the PIU in accordance with the task needs of consulting services and the requirements of the PMO. The reports submitted to NDB through PMO should comply with the basic requirements of the content and format of NDB reports. During the project implementation, the Consultant needs to submit the reports including but not limited to the following consulting services to PMO.

No.	Report	Report Requirements	Submission Time
1	Project Progress Report		
1.1	Inception Report (detailing the work plan of the consulting service)	Chinese and English (electronic copy)	Within 3 weeks after the consulting service started
1.2	Monthly Progress Report (the report shall cover achievement made, issues encountered, and action plan to address the issues)	Chinese	Every month (every 7 th day of the month)
1.3	Semi-annual Progress Report	Chinese and English	January 31 and July 31 in

No.	Report	Report Requirements	Submission Time
		(electronic copy)	each year
1.4	Mid-term Adjustment Report (detailed evaluation of the project and problems encountered in the implementation process)	Chinese and English (electronic copy)	2 weeks before mid-term assessment
1.5	Implementation Completion Report	Chinese and English (electronic copy)	Submit the draft report within 2 months after the project completed and submit the final report within 1 month after comments received
2	Project Management Manual	Chinese	Within 2 months after the consulting service started
3	Environmental and Social Management Monitoring Report	As a section of the progress report	January 31 and July 31 in each year
4	Project Performance Indicators Monitoring and Analysis Report		
4.1	Baseline Indicator Report	Chinese and English (electronic copy)	Within 2 months after the consulting service started
4.2	Project Outputs Indicator	Chinese and English (electronic copy)	Progress indicators of the related project outputs are updated in six months with the progress reports and 2 weeks before the mid-term assessment in the Mid-term Adjustment Report
4.3	Project Impacts and Outcome Indicators Monitoring Report	Chinese and English (electronic copy)	Submit with the completion report
5	Capacity building		
5.1	Comprehensive Capacity Building Program Plan (including the results of capacity building needs assessment)	Chinese and English	Within 2 month after the consulting service started
5.2	Annual Work Plan and Budget Plan	Chinese and English	Submit the draft report before October 3 and the final report before December 31 in each year, beginning in calendar year 2019
5.3	Capacity building activity completion report	As a section of the semi-annual progress report	January 31 and July 31 in each year

All reports from the Consultant shall be up to the PMO's requirements, with 6 copies in Chinese and 2 copies in English unless otherwise specified.

6 Specific Inputs to be provided by the PMO

The following facilities are provided during the consulting services:

- (i) Free office space, equipped with necessary office equipment, including air conditioning, domestic telephone and network, etc.;
- (ii) Designated project officials and technicians to cooperate with the Consultant;
- (iii) Providing memorandums and project related documents from the New Development Bank
- (iv) Relevant materials and data required by the Consultant for the task, including drawings and geological exploration data (if any);
- (v) Relevant reports and data required by the Consultant for the task (if any);

7 Special Terms & Conditions/Specific Criteria

7.1 Consultant's Organization Structure

The Consultant shall set up a dedicated team with experts as required in the TOR. The team should provide Project-related consulting services as mentioned above to PMO.

7.2 Duration of Contract

This consulting service is expected to commence approximately from September 2019 until September 2024, with a total duration of 60 months.

7.3 Changing of Key Experts

The Consultant shall ensure that the Key Experts nominated in the technical proposal can complete various project tasks that he/she is assigned for during consulting service period. The Key Experts of the Consultant cannot be changed without the written approval of the PMO.

7.4 To be Provided by the Consultant

The followings shall be provided by the Consultant and the related expenses shall be borne by the Consultant include:

- (i) Remuneration of experts, international and domestic travel expenses, per diem, accommodation fees, communication fees;
- (ii) Miscellaneous administration and support costs;
- (iii) Expenses for collecting paid data and atlas in the total cost;
- (iv) Local transportation related to consulting assignment;
- (v) All expenses for preparation and printing of report documents are borne by the Consultant.

The financial proposal shall include a detailed breakdown of the above cost plan.

PART II

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name Guangxi Chongzuo Urban Water System Ecological Restoration Project

Loan No. 19CN02

Contract No. CZ10

Assignment Title: Project Management

between

Chongzuo Municipal Utilizing Foreign Loan Projects Management Office

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Chongzuo Municipal Utilizing Foreign Loan Projects Management Office* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “Chongzuo Municipal Utilizing Foreign Loan Projects Management Office (hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) 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, namely, [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;
- (c) the Client has received a loan from the New Development Bank (NDB) toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

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 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: 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; and Appendix E; 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 as of the day and year first above written.

For and on behalf of Chongzuo Municipal Utilizing Foreign Loan Projects Management Office

[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]

[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 Law” means the laws and any other instruments having the force of law in the People’s Republic of China.
- (b) “Bank” means the New Development Bank, BRICS Tower, 333 Lujiazui Ring Road, Pudong Area, Shanghai, China.
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “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 (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (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 government of the Client’s country.

- (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 currency of the Client’s country.
- (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

3.1. This Contract, its meaning and interpretation, and the

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- Contract** relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, 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.
- 6. Communications** 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**.
- 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**.
- 7. Location** 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 locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 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.
- 9. Authorized Representatives** 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**.
- 10. Fraud and Corruption** 10.1 The Bank requires compliance with the Bank's Anti-Corruption Policy and its prevailing sanctions policies and

procedures as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities 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. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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.

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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure**a. Definition**

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.

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 (ii) 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.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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 fourteen (14) 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 and be reimbursed for additional costs reasonably and necessarily incurred.

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 part or 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 thirty (30) 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 (d); at least sixty (60) calendar days' written notice in case of the event referred to in (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 45.1;
- (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 Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) 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) through (d) of this Clause.

- (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 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such 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 sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such 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 to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of

19.1.5. Upon termination of this Contract by notice of either

- Services** 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 GCC 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, including 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 such 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 Borrower's country prohibits commercial relations with that country; or
- (b) any import of goods from that country or any payments to any country, person, or entity in ineligible country stipulated in Section V.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

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.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) 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 such additional payment.

21.1.2 Furthermore, 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 Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- 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.
- 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 interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 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 provided by 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 such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such 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 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, 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 available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such 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 of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the

Parties shall sign a Contract amendment.

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, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

31. Approval of Additional Key Experts

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). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a

on Payments

replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT**35. Assistance and Exemptions**

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (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 and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (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) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

36. Access to Project Site

36.1 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. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country 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

38. Services, Facilities and Property of the Client

38.1 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**.

38.2 In case that such services, facilities and property shall not be

made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 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.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. 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.

40. Payment Obligation

40.1 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

41. Ceiling Amount

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

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

41.3 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.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 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**.

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

45. Mode of Billing and

45.1 Billings and payments in respect of the Services shall be

Payment

made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee 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 E**, 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 installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final

report and final invoice 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 or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC45.1 (c), 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

47. Good Faith

47.1 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

48. Amicable Settlement

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

48.2 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 49.1 shall apply.

49. Dispute Resolution 49.1 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.

Attachment 1

Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Policy and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" 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;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants,

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Policy and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

	For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness condition is the following: <i>approval of the Contract by the Bank</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be :three months
13.1	Commencement of Services: Within 15 days after signing the Contract. 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.
14.1	Expiration of Contract: X,X,2024 The time period shall be: Sixty <u>months</u>
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of <u>RMB 9,000,000</u> (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 <i>in accordance with the applicable law in China</i>; (c) Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in China</i>; (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 China, 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

	<p>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>
27.2	<p><i>Neither Party shall use these documents and software for the purposes unrelated to this Contract without the prior written approval of the other Party.</i></p>
41.2	<p>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</p>
42.3	<p>Price adjustment on the remuneration does not apply</p>
44.1	<p>The currency of payment shall be the following:</p> <p>RMB</p>
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of [insert amount] in RMB shall be made within 60 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and

	in the currency of the currency(ies) of the advance payment.
45.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of <i>every two months</i>.
45.1(e)	The accounts are: for local currency: <i>[insert account]</i> .
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>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:</p> <p>(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>[name an appropriate international professional body, e.g., 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.</p> <p>(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</p>

	<p>the Parties has been appointed, the third arbitrator shall, at the 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> <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 <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any</i></p>
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	<p>of their members or Parties/; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(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>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(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.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[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; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks 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 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

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.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:
-

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] 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] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form 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-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]* _____, *[year]* __,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”