
SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No: D4

**Selection of Consulting Services for: Project Management Consulting
Services**

Lanzhou New Area Foreign Fund Management Office

Country: The People's Republic of China

**Project: Lanzhou New Area Regional Hub Multimodal Logistics and
Transport Infrastructure Demonstration Project**

Issued on: August, 2019

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PART I

Section 1. Letter of Invitation

RFP No. : **D4**

Loan No. : **19CN04**

The People's Republic of China, Gansu, Lanzhou

28th August, 2019

1. The People's Republic of China (hereinafter called "Borrower") has applied financing from the New Development Bank (the "Bank") in the form of a loan (hereinafter called loan) toward the cost of Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project. Lanzhou New Area Foreign Fund Management Office, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the People's Republic of China and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. Upon entrust of Lanzhou New Area Foreign Fund Management Office (hereafter referred to as "client"), COC International Tendering Company (hereafter referred to as "bidding agent") now invites proposals from the qualified consultants in the eligible membership countries for the following consulting service (hereafter referred to as "service"):

The project management consulting service for Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project. The detailed service tasks are specified in Terms of References (Section Seven).

3. The qualification criteria of the consultants are listed below.
 - a. Qualification requirements: The consultant shall hold the business license and have a minimum 5 years consulting experience, performance and reputation, and have corresponding capabilities in terms of personnel, equipment and funds;
 - b. Performance requirements: In the past five years (2014-2018), the consultants must have successfully completed or be implementing 1 similar consulting services for transport or railway projects in China and successfully completed or be implementing 1 similar projects consulting services, financed by MDB.
 - c. Financial requirements: The accumulated annual operating turnover of consultant in the past 3 years (2016-2018) should not be less than 5 million Yuan; and the ratio of current assets to current liabilities is not less than 1.
 - d. Domestic consultants who are listed in the National Corporate Credit Information Disclosure System as "seriously illegal and untrustworthy enterprises" or listed in the "Credit China" (<http://www.creditchina.gov.cn/>) as "dishonest" declined to participate in the bidding. A consultant who is included in the list of serious illegal and untrustworthy enterprises in the National Corporate Credit Information

- Disclosure System declined to participate in the bidding;
- e. In the past five years (2014-2018), consultants who have been debarred by Chinese governments, New Development Bank member's countries and other international financial organizations are not allowed to participate in the bidding.
 - f. For individuals or enterprises that are listed by the judiciary as untrustworthy or that have executed acts of dishonesty (including legal representatives, key personnel, actual controllers, directors, supervisors and senior management personnel), their participation into the projects financed by government or by public financial funds should be restricted.
4. The selection of consultant shall be in accordance with the New Development Bank's policy (available at www.ndb.int) and in accordance with one-stage and two-envelope via the quality and cost-based selection (QCBS) procedures described in this RFP, and use the full technology proposal (FTP) format.
5. Access to RFP
- a. Any potential bidder who intends to participate in the public resource trading activities of Gansu Province must first register on the Gansu Provincial Public Resource Trading Website and log in by using the "User name+Password+Verification Code" or CA digital authentication so that they can read or download RFP or enroll their names, or conduct other activities (see the RFP for details). The registration is free of charge.
 - b. For those who intend to participate in the bidding, please register online at the Gansu Provincial Public Resource Trading Bureau's website. The deadline for online system registration is the deadline for the submission of the proposals.
6. Delivery of proposals and other issues
- 6.1 The submission deadline and opening time for proposals is 9:00 on the September 19, 2019, at 6 floor, No.1 Hall of Gansu Public Resources Trading Bureau (Address: No. 68, Yannan Road, Chengguan District, Lanzhou City, Gansu Province).
 - 6.2 The proposals that are overdue or not delivered as required or not delivered to the designated place will not be accepted by the Client.
7. Publication of the Invitation
- The invitation will be published on New Development Bank website (www.ndb.int), China Bidding website (<https://www.chinabidding.com.cn>), and Gansu Public Resources Trading Platform (<http://ggzyjy.gansu.gov.cn>), and it will be automatically transferred to the website(www.cebpubservice.com).
8. Contact information
- Owner: Lanzhou New Area Foreign Fund Management Office
Address: District B, FreeTrade Zone, Lanzhou New Area
Contact person: Wang Yongming
Telephone: 0931-8255808

Bidding agent: COC International Tendering Company
Address: 601, B2 Tower, Au Life Mansions, #115 Qingyang Road, Chengguan District,
Lanzhou City, Gansu Province
Contact person: Ms Chen Lei
Postal code: 730030
Tel: 0931-4807881
Fax:0931-7842479
Date: August 28, 2019

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “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 in force from time to time.
- (d) “Bank” means the New Development Bank.
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “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).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-

consultant or Joint Venture member(s).

- (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 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.
- (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 CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (q) “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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the

performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for 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. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the

submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms,) from NDB member countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank.

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

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.

b. Prohibitions

6.3.2 Not Applicable

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

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 in the Consultant's Proposal unless such

engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

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| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 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. If a Consultant, 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 Clause 5 of this ITC.

a. Extension of Validity Period

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

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 provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected 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. 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 and will be binding on them. The Consultants 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 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.

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- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with Consultants if permitted in the **Data Sheet**. In all such cases a Consultant must obtain the written approval of the Client prior to the submission of the Proposal.
- 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
- 14.1.3 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**.
- 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
- 15. Technical Proposal Format and Content**
- 15.1 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 Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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 authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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 of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [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) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [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 publication of the Contract award information.

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 should 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 (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

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 Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

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 Clause 12.7 of this ITC. 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 and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and 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 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

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

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 achieving the highest combined technical and financial score 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 Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted 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 lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such 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 Clause 12 of the ITC. 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 Clause 28.8 above, 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. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the Consultants.

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	The People's Republic of China
2.1	Name of the Client: <u>Lanzhou New Area Foreign Fund Management Office</u> Method of selection: <u>Quality – and Cost - Based Selection (QCBS) method</u> (one- stage two-envelopes)
2.2	Financial Proposal to be submitted together with Technical Proposal: <u>Yes</u> The name of the assignment is: <u>Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project-Project Management Consulting Services</u>
2.3	A pre-proposal conference will be held: <u>No</u>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>see TOR in details.</u>
B. Preparation of Proposals	
9.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language, for domestic consultant, the proposals shall be submitted in <u>English</u> and <u>Chinese</u> both, English shall prevail. All correspondence exchange shall be in <u>English</u> language.
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1 TECH-2

TECH-3
TECH-4
TECH-5
TECH-6

2d Inner Envelope with the Financial Proposal:

FIN-1
FIN-2
FIN-3
FIN-4

Statement of Undertaking (if required under Data Sheet 10.2 below)

And

1. RFP downloading instruction

After the bidder has registered and obtained the digital certificate and electronic signature, the bidder can download the RFP online. After the bidder logs into the system, the bidder registers and downloads the electronic version of the RFP.

(For details, please refer to the bottom of “Public Service Platform of the Gansu Provincial Public Resource Trading Website” titled “Public Tendering Platform”, clicking for Electronic bidding and trading platform bidders use instructions. The address of the website is (<http://www.gsggzyjy.cn>).

The start and deadline for downloading the RFP on the Internet is (downloading time is 20 × 24 hours, 20 is the number of days for which the bidding documents are issued in compliance with relevant national regulations).

2. Punishment targets

Any one of the following six situations should be viewed as punishment targets.

- a. Seriously untrustworthy enterprises and their related personnel in the statistical field;
- b. Production and business units and their related personnel who are seriously untrustworthy in the field of agricultural materials;
- c. The main personnel responsible for the serious violation of the law and the overloaded transport vehicle;
- d. Customs-trustworthy enterprises;
- e. Personnel related to the loss of trust in the field of financial fund management;
- f. People who are seriously untrustworthy in financial affairs.

	<p>Joint punishment measures: measures can be taken to punish the untrustworthy personnel and enterprises.</p> <p>a. Restrict their participation in bidding for construction projects according to law;</p> <p>b. Restrict their participation in government procurement activities according to law;</p> <p>c. Restrict their participation in the transaction of state-owned property, state-owned enterprise assets and state assets.</p>
10.2	<p>Statement of Undertaking is required <u>Yes</u></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible <u>Yes</u></p>
12.1	<p>Proposals must remain valid for <u>120</u> calendar days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than <u>15</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <u>6F,B2, Au Life Mansions, 115 Qingyang Road, Chengguan District, Lanzhou ,Gansu,China.730030 COC International Tendering Co., Ltd.</u> Facsimile: <u>+86-931-4807881</u> E-mail: <u>lei.chen@cocitc.com</u></p>
14.1.1	<p>Consultants may associate with other consultant(s): <u>No</u></p>
14.1.2	<p>Ceiling input of the service: <u>5.45 million RMB.</u></p>
15.2	<p>The format of the Technical Proposal to be submitted is: <u>FTP</u> 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>The ceiling of reimbursable expenses shall be the corresponding total of financial proposal submitted by the consultant.</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs;

	<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> <p>(8) other items of expenditure arising from the performance of consulting services not included in the above items.</p>
16.2	A price adjustment provision applies to remuneration rates: <u>No</u>
16.3	Information on the Consultant's tax obligations in the Client's country can be found on http://www.gs-l-tax.gov.cn/
16.4	The Financial Proposal shall be stated in the following currencies: RMB
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original (in English and Chinese both) , <u>Five(5)</u> copies (One is in English and another Four are in Chinese) and two (2) electronic version form(One is in English and One is in Chinese);</p> <p>(b) Financial Proposal: one (1) original (in English and Chineses both), <u>Five (5)</u> copies(One is in English and another Four are in Chinese) and two (2) electronic version form(One is in English and One is in Chinese);</p> <p>The duplicate in electronic must contain the all content of original in PDF format including signature, seal and notarization, the electronic should be complete and in accordance with original hard copy.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: September 19, 2019</p> <p>Time: <u>9: 00 am Beijing Time</u></p> <p>Do not open before <u>9: 00 am Beijing Time on September 19., 2019</u> in the national language to the outer sealed envelope.</p> <p>The Proposal submission address is: at 6 floor, No. 1 Hall of Gansu Public Resources Trading Bureau (NO. 68 Yanxing Road, Chengguan District, Lanzhou City, Gansu Province).</p>
19.1	An online option of the opening of the Technical Proposals is offered: <u>No</u>

<p>19.2</p>	<p>N/A</p>
<p>21.1</p>	<p>A. Qualification criteria</p> <p>a. Qualification requirements: The consultant shall hold the business license and have a minimum 5 years consulting experience, performance and reputation, and have corresponding capabilities in terms of personnel, equipment and funds;</p> <p>b. Performance requirements: In the past five years (2014-2018), the consultants must have successfully completed or be implementing 1 similar consulting services for transport or railway projects in China and successfully completed or be implementing 1 similar projects consulting services, financed by MDB.</p> <p>c. Financial requirements: The accumulated annual operating turnover of consultant in the past 3 years (2016-2018) should not be less than 5 million Yuan; and the ratio of current assets to current liabilities is not less than 1.</p> <p>d. Domestic consultants who are listed in the National Corporate Credit Information Disclosure System as “seriously illegal and untrustworthy enterprises” or listed in the “Credit China” (http://www.creditchina.gov.cn/) as “dishonest” will be declined to participate in the bidding. A consultant who is included in the list of serious illegal and untrustworthy enterprises in the National Corporate Credit Information Disclosure System will be declined to participate in the bidding;</p> <p>e. In the past five years (2014-2018), consultants who have been debarred by Chinese governments, New Development Bank member’s countries and other international financial organizations are not allowed to participate in the bidding.</p> <p>Consultants who do not meet the above eligibility requirements will be rejected.</p> <p>B. The complete technical proposal review criteria, sub-criteria and scoring system</p> <p>(1) Consultant (as an enterprise) has the professional experience related to the current consulting task; [30 points]</p> <p>a). <u>Past experiences of similar projects</u> 16’</p> <p>The consultant will get 16 points when the following requirement is met. In the past five years (2014-2018), the consultants must have successfully completed or be implementing 1 similar consulting services for transport or railway projects in China and successfully completed or be implementing 1 similar projects consulting services, financed by MDB.</p> <p>b). <u>Additional project experiences</u> 6’</p> <p>On the basis of meeting the above performance requirements, each additional consulting service for project financed by international financial organization in the past five years will be given 3 points, with the ceiling amount up to 6 points.</p>

	<p>c). <u>Additional related project experiences</u> <u>8'</u> Each additional integrated logistics hub or comprehensive transportation infrastructure project will be given 4 points, with the ceiling amount up to 8 points.</p> <p>(2) The appropriateness and quality of the methodology and work plan developed for the consulting service [30 points]</p> <p>a) <u>Project management system and methods:</u> <u>6'</u> If the system is basically reasonable, and the measures are basically effective, 3 points will be given; if the system is reasonable and the measures are effective, 4-5 points will be given and the highest score can be 6 points.</p> <p>b) <u>Contract management, organization and coordination content and methods:</u> <u>6'</u> if the content is basically comprehensive and the method is basically feasible, 3 points will be given; if the content is comprehensive, and the method is appropriate, 4-5 points will be given and the highest score can be 6 points.</p> <p>c) <u>Quality, progress, measuring payment, testing, safety, environmental control content and methods, and work quality assurance measures:</u> <u>6'</u> if the content is basically comprehensive and the method is basically feasible, 3 points will be given; if the content is comprehensive, and the method is appropriate, 4-5 points will be given and the highest score can be 6 points.</p> <p>d) <u>Analysis of key and difficult points of the project:</u> <u>6'</u> if the analysis is basically reasonable, 3 points will be given; if the analysis is comprehensive and feasible, 4-5 points will be given and the highest score can be 6 points.</p> <p>e) <u>Suggestions and recommendations to the project:</u> <u>6'</u> if the suggestions and recommendations are basically reasonable, 3 points will be given; if the suggestions and recommendations are feasible, 4-5 points will be given and the highest score can be 6 points.</p> <p>(3) Qualification and capabilities of key experts providing consulting service [40 points] { Reminder to consultant: Each position number prepared by the consultant should be the same as the key experts in the TECH-6 form }</p> <p>a) Team leader: <u>8'</u> if the requirement of ToR is met, 5 points will be given; 6-8 points will be given if the performance, professional title and service years are better;</p> <p>b) Deputy team leader: <u>5'</u> if the requirement of ToR is met, 3 points will be given; 4-5 points will be given if the performance, professional title and service years are better;</p> <p>c) Procurement and contract management expert: <u>3'</u> if the requirement of ToR is met, 2 points will be given; 3 points will be given if the performance, professional title and service years are better;</p> <p>d) Senior railway engineering expert: <u>4'</u></p>
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	<p>if the requirement of ToR is met, 2 points will be given; 3-4 points will be given if the performance, professional title and service years are better;</p> <p>e) Railway engineering expert: <u>3'</u> if the requirement of ToR is met, 2 points will be given; 3 points will be given if the performance, professional title and service years are better;</p> <p>f) Civil engineering expert: <u>3'</u> if the requirement of ToR is met, 2 points will be given; 3 points will be given if the performance, professional title and service years are better;</p> <p>g) Road engineering expert: <u>3'</u> if the requirement of ToR is met, 2 points will be given; 3 points will be given if the performance, professional title and service years are better;</p> <p>h) Senior information technology engineering expert: <u>4'</u> if the requirement of ToR is met, 2 points will be given; 3-4 points will be given if the performance, professional title and service years are better;</p> <p>i) Financial management expert: <u>3'</u> if the requirement of ToR is met, 2 points will be given; 3 points will be given if the performance, professional title and service years are better;</p> <p>j) Social expert: <u>2'</u> if the requirement of ToR is met, 2 points will be given;</p> <p>k) Environmental expert: <u>2'</u> if the requirement of ToR is met, 2 points will be given;</p> <p>Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>75</u></p>
23.1	An online option of the opening of the Financial Proposals is offered: <u>No</u>
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. 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.
26.1	N/A
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>$S_f = 100 \times F_m / F$, in which “S_f” is the financial score, “F_m” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><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: T = <u>0.75</u>, and P = <u>0.25</u></p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: <u>September 29, 2019</u> Address: to be determined</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <u>https://www.chinabidding.com.cn</u> , <u>www.ndb.int</u> and <u>http://ggzyjy.gansu.gov.cn</u> .</p>
30.2	<p>Expected date for the commencement of the Services: Date: <u>October, 2019</u> at: <u>Lanzhou New Area, Lanzhou City, China</u></p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√		TECH-1	Technical Proposal Submission Form.	
	“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		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 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 the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 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 by the Bank’s policy in regard to corrupt and fraudulent practices 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 imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’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, Clause 12.1, 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 Clause 12 and ITC Clause 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 Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{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. Submit the assignment awarding notice or agreement for each assignment.

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

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 partners. 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 [Note to client: add the following for supervision of civil works contracts: including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. 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. }

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

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

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}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks [**Note to client: add the following for supervision of civil works contracts:** including the Environmental, Social, Health and Safety (ESHS) aspects], to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 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 (FOR FTP AND STP)



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}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

Section 3. Technical Proposal – Standard Forms

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**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 info 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. Hbbbb, 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 Signature Date

{ day/month/year }

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of 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}, including of all indirect local taxes in accordance with Clause 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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
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}				
Total Estimate for Indirect Local Tax:				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

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

Country:
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 {insert name of currency*})

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									

{* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses							
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity			{Local Currency- as in FIN-2}
	{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}						
	{e.g., Office rent}						
						
	{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. Client can set up a ceiling.

Section 5. Eligible Countries

NDB eligible countries refers to Brazil, Russian Federation, India, Peoples Republic of China, and South Africa.

Section 6. Bank Policy – Corrupt and Fraudulent Practices

New Development Bank Procurement Policy

Version: 2018 V1

c. Corruption and fraud

41. Procurement is particularly at risk of corrupt and fraudulent practices.⁸ High standards of ethics and integrity are expected from the clients, bidders, suppliers, contracts and NDB staff. Corruption and fraud in procurement is not tolerated and are dealt with sternly by declaring mis-procurement, denying or limiting access to future procurement to corrupt individuals and entities in accordance with NDB's anti- corruption policy, and reporting the matter to appropriate authorities for action. Due consideration will be given to International Financial Institution's (IFIs) "Unified Framework for Preventing and Combating Fraud and Corruption (2006)" while taking decision regarding entities on which sanctions have been imposed by other IFIs.

Section 7. Terms of Reference



Lanzhou New Area Foreign Fund
Management Office
June, 2019

I. Project Background

Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project is approved by the Chinese government to utilize the loan from New Development Bank. The purpose of the project is to integrate the railway, roadway and aviation transportation resources of Lanzhou New Area, transform and upgrade the infrastructure of railway, roadway and aviation, supplement the shortcomings of logistics hardware, and promote the informationization and modernization of multimodal transport through information technology such as cloud computing, big data and internet of things, enhance the efficiency and benefits of transportation and logistics in Lanzhou New Area. The project shall improve the overall strength of Lanzhou New Area, accelerate the its development, and contribute to the development of Gansu and surrounding provinces. The project executive agency is Lanzhou New Area Administrative Committee and project implementation agency is Lanzhou New Area Foreign Capital Project Management Office (hereinafter referred to as PMO).

The total investment of the project is CNY 3 billion, and the loan from New Development Bank is about RMB 2,511.9 million. The project construction period is about 4.5 years. The project is mainly composed of four components: Component A: Multimodal Transport Logistics Infrastructure; Component B: Connecting Roads; Component C: Multimodal Transport Information Platform and Component D: Capacity Building, Project Management and Supervision. There are altogether 12 sub-components, which are presented in the table below.

Construction Scope and Project Activities

Component	Item	Name	Description
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Section 7. Terms of Reference

A: Multimodal Transport Logistics Infrastructure	A1	Zhongchuanbei Station and Logistics Park	<p>Station upgrading works: 6 new railway lines and transfer lines at Zhongchuan North Station, 1 new Zhongchuan North Locomotive Reconstruction Section, 1 West End Pull-out Line, and a comprehensive operation building and staff dormitory for the operation and maintenance facilities.</p> <p>Freight yard enhancement: 1 new metal delivery warehouse loading and unloading line, upgrade and transformation of original infrastructure, station and supporting equipment, new built-up packaging operation area platform warehouse, new over-size cargo operation area and commodity car operation area hardening, Ring roads and other production and living facilities, new road distribution warehouses, supporting facilities, intelligent warehouses, etc.</p> <p>Loading and unloading machinery: new machinery and equipment such as gantry cranes, front hoists, car cranes, forklifts, and trucks.</p>
	A2	Gaojiazhuang Station and Logistics Park	<p>Station upgrading works: Gaojiazhuang station added 2 arrival and departure lines and 1 new line at the west end of the station.</p> <p>Freight yard enhancement: 1 new loading and unloading line, high platform, platform warehouse, truck ring road, parking lot and supporting ancillary facilities.</p> <p>Loading and unloading machinery: new front crane, forklift platform, railway scale, truck scale and other equipment.</p>
	A3	Air Freight Logistics Parking in Free Trade Zone	1# plot: one container yard; 2# plot: one fridge warehouse
B: Connecting Roads	B1	Wei No. 8 Road Works	<p>Beginning and ending of road: total length of the road is 2762 meters, starting from Jing No. 15 road in the west to Wei No. 1 road in the east;</p> <p>Section standard: the width of the road is 60m, the green belt is 20m wide on both sides of the road, and the total width of the road is 100m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>
	B2	Jing No. 7 Road Works	<p>Beginning and ending of road: total length of the road is 9482.3 meters, starting from freight yard in the north to Jing No. 7 road in the south;</p> <p>Section standard: The red line has a width of 32m, and the green belt on both sides of the road has a width of 10m and the total width of the road is 52m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>

Section 7. Terms of Reference

	B3	Wei No. 51 Road Works	<p>Beginning and ending of the road: total length of the road is 2585 meters, starting from logistics park in the west to S201 road in the east;</p> <p>Section standard: the red line has a width of 32m, and the green belt on both sides of the road has a width of 10m and the total width of the road is 52m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>
	B4	BW13 Road Works	<p>Beginning and ending of the road: total length of the road is 1400 meters, starting from logistics park in the south to Freight yard in the north;</p> <p>Section standard: the red line has a width of 32m, and the green belt on both sides of the road has a width of 10m and the total width of the road is 52m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>
	B5	Kedong Road Works	<p>Beginning and ending of the road: total length of the road is 6417.7 meters, starting from Wei No. 16 road in the north to Ring road in the south;</p> <p>Section standard: the red line has a width of 50m, and the green belt on both sides of the road has a width of 20m and the total width of the road is 90 m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>
	B6	Keti Road Works	<p>Beginning and ending of the road: total length of the road is 3235.5 meters, starting from Wei No. 8 road in the north to Wei No. 13 road in the south;</p> <p>Section standard: the red line has a width of 50m, and the green belt on both sides of the road has a width of 20m and the total width of the road is 90 m.</p> <p>The construction activities include road works, drainage, water, greening, lighting and related ancillary works.</p>
C: Multimodal Transport Information Platform	C1	Multimodal transport logistics supply chain information service platform	<p>A cloud platform, including a data center infrastructure platform, a cloud computing resource center platform, a big data infrastructure platform, and a disaster recovery center platform;</p> <p>An application system platform, including multimodal logistics supply chain service platform, electronic port service platform, big data analysis and decision-making system, and smart park management platform.</p> <p>A support system, including network systems, wireless network systems, and information security systems;</p> <p>A supporting works, including the engine room supporting project, monitoring center project, and office hall project.</p>
D: Capacity Building, Project Managemen	D1	Project Management Consultancy	Control the implementation process of the project, including capacity building of supervision and bidding agent in order to ensure the smooth implementation of the project financed by

t Consultancy and Supervision			NDB
	D2	Technical support capacity building	Strengthen the capacity regarding the strategic research, technical services, personnel training of the project and train outstanding project operators through the loan project financed by NDB.

II. Tasks for Consulting Services

2.1 In order to ensure the smooth implementation of the project, the PMO plans to utilize the loan from New Development Bank to hire project management consultant to provide consulting services for the project. The consultant will provide full-process consulting services for the project, covering the stages such as design, bidding, procurement, inspection and delivery, and will work in accordance with relevant laws, regulations, standards, norms and loan agreements and project agreements in professional manner. The consultant shall focus on issues related to project design, bidding, quality, safety, progress, procurement, contract, cost control, withdrawal and reimbursement, risks control, implement environmental protection and social responsibility and provide assistance to PMO to ensure the smooth implementation of the project.

2.2 The consultant shall carry out project management service on behalf of PMO within the authorized scope and coordinate and cooperate closely with the project supervisors and other project stakeholders. The consultant shall be responsible for preparation, review and submission of various reports regulated by domestic procedures and NDB.

2.3 The consultant will propose training plans and assist the PMO to hire the trainers to develop trainings. The training plan should be provided in the bidder's technical proposal.

III. Scope of work

3.1 Overview

The scope of work includes the tasks listed below. The consultant shall complete various tasks required according to the objectives and outputs specified in the terms of reference.

3.2 Design review

3.2.1 The consultant shall assist PMO in reviewing the preliminary design and construction drawing design to ensure that all designs comply with national and local codes, and provide solutions to address the existing problems.

3.2.2 According to the nature and characteristics of various construction works, the consultant shall provide review comments on key parts, key structures, key processes on the engineering construction drawings; the consultant shall control key points in the design stage to ensure design quality and design progress.

3.2.3 The consultant shall assist PMO in organizing the technical disclosure meeting, to ensure timely clarifications of any concerns and provide meeting minutes.

3.2.4 The consultant shall assist PMO and the design institute in optimizing the design, minimizing the cost, and proposing some good suggestions regarding major technical problems.

3.2.5 The consultant shall review the technical specifications, technical requirements, equipment selection, and bill of quantities of the bidding documents and propose good suggestions.

3.3 Procurement and contract management

3.3.1 The consultant shall assist PMO in preparing and updating procurement plan, determining the bidding procedure according to NDB's procurement policy and preparing bidding documents technical parts and submit them to NDB for review and approval. The

consultant shall also cooperate with the bidding agency to organize the pre-bid meeting, prepare clarification during the bidding process and other affairs related to the bid opening and the bid evaluation. Besides, the consultant shall review the bid evaluation reports, prepare contract documents and conduct negotiations.

3.3.2 The consultant shall assist PMO in preparing the contract management system and procedures, including contract drafting, revision, signing, etc.; the consultant shall assist PMO in drafting various contract terms, and participating in contract negotiations.

3.3.3 The consultant shall assist PMO in analyzing and tracking the execution of the contract, and identifying the problems and fixing the problems occurred during the project implementation.

3.3.4 The consultant shall assist PMO in handling project claims, disputes and other issues.

3.3.5 The consultant shall assist PMO in preparing the terms of reference for the research programs and monitoring programs.

3.4 Construction supervision service management

3.4.1 The consultant shall assist PMO in reviewing the terms of reference for supervision services, proposing the good suggestions and monitor the implementation of the supervision services.

3.4.2 The consultant shall assist PMO in monitoring the construction supervision service, verify the commencement order, suspension order issued by the supervision engineer, bill of quantities, material inspection, etc.

3.4.3 The consultant shall assist PMO in reviewing the construction organization scheme and special construction plan prepared by the contractor. When the contractor proposes to adopt new materials, new processes, new technologies and new equipment, the consultant

shall review the supporting documents submitted by the contractor together with the supervision engineer and design institute and submit the results for PMO for approval.

3.4.4 The consultant shall assist PMO in monitoring the quality, safety, progress and cost control during the construction process and propose solutions to the problems identified and correct them in timely manner.

3.4.5 The consultant shall assist PMO in reviewing various documentations prepared by the contractor, with particular focus on reviewing various disbursement documents in order that the disbursement documents can meet the requirement of domestic procedures and NDB's requirements.

3.4.6 The consultant shall involve in the acceptance at various stages during project implementation.

3.4.7 The consultant shall assist PMO in inspecting equipment suppliers and review all kinds of information provided by the equipment manufacturer to ensure that the equipment procurement meets the requirements of NDB and PMO.

3.5 Financial management

3.5.1 The consultant shall assist PMO in precisely understanding and mastering the system and regulations related to the accounting as well as relevant legal agreements and financial management manuals.

3.5.2 The consultant shall assist PMO in establishing a financial management system at the project level, including budget, disbursement management, withdrawal request review, management and use of loans and counterpart finance, internal control, accounting, financial reporting and contract management, etc. When the fund management complies with regulations, the efficiency of fund management and utilization shall also be improved.

3.5.3 The consultant shall review and revise the contract content, work together with the project management experts to design and modify the financial part of contracts, and handle contract awards, payments and other financial information.

3.5.4 Based on the experience of foreign-loan projects, the consultant shall develop an actual financial management plan. The consultant shall help to explore and establish a combination and coordination of project financial management and other aspects of management, and allow financial management to give a full support to project management and implementation.

3.5.5 The consultant shall guide PMO to conduct accounting work, prepare financial reports and coordinate the audit work in a timely and accurate manner. The consultant shall also assist in conducting project's mid-term adjustment, preparing documents for completion and carrying out financial and economic analysis after project completion.

3.5.6 In accordance with the recommendations proposed by NDB, Provincial Audit Office and other related line agencies, the consultant shall put forward the good suggestions and action plans and coordinate their implementation.

3.5.7 The consultant shall provide daily guidance for the finance personnel, assist PMO in developing an annual financial management training plan. The training contents should include but not limited to: (a) New Development Bank General Loan Agreement and Disbursement Manual (updated from time to time); (b) Financial management policies (fund utilization, debt risk control, government investment and financing policies, etc.) and project auditing systems.

3.5.8 The consultant shall summarize the experience and lessons-learned regarding financial management in a timely manner, actively share the experience with the project owner and final users, and assist PMO in organizing study tours to learn from other projects.

3.6 Social safeguard and environmental impact management

3.6.1 The consultant shall assist PMO in monitoring land acquisition, demolition, compensation, complaints, petitions and other issues during project implementation to ensure that NDB's environment and social safeguard policies are followed.

3.6.2 The consultant shall assist PMO in counting the number of people affected by land acquisition, analyzing the scope of land acquisition, land acquisition fees, compensation, etc., and track the implementation of compensation after land acquisition and house demolition.

3.6.3 The consultant shall prepare relevant reports regarding the social safeguard and environmental impacts management according to the requirements of NDB and promptly propose solutions to the problems found.

3.7 Comprehensive management

3.7.1 The consultant shall assist PMO in organizing regular meetings, special meetings and other meetings and prepare the minutes of the meetings.

3.7.2 The consultant shall assist PMO in preparing the project management manual and carry out project archive management.

3.7.3 The consultant shall provide training for PMO and guide the staff from PMO to improve their capacity.

3.7.4 The consultant shall prepare the reports required by domestic procedures and NDB and submit the reports to related agencies for approval.

3.7.5 The consultant shall be responsible for the translation of Chinese and English documents such as emails, correspondence and related documents between PMO and NDB.

IV. QUALIFICATION OF CONSULTANT

4.1 In the past five years (2014-2018), the consultants must have successfully completed or be implementing 1 similar consulting services for transport or railway projects in China and successfully completed or be implementing 1 similar projects consulting services, financed by MDB. Financial requirements: The accumulated annual operating turnover of consultant in the past 3 years (2016-2018) should not be less than 5 million Yuan; and the ratio of current assets to current liabilities is not less than 1.

Table 4-1 The consultant's obligations, minimum requirement and man-month

	Position	Man - month	Minimum qualification	Main obligation
1	Team leader/ project management expert	8	Civil engineering or railway professional background, have a Bachelor's degree or above, at least 10 years of project management experience; work as project manager for at least 2 projects financed by international donors; have rich experience in design, construction, procurement management; at least have the title of first-class construction engineer and senior engineer, proficient in both Chinese and English, with good communicative skills. Should provide similar work performance in the past 5 years.	<ol style="list-style-type: none"> 1. Fully responsible for the overall management of the project, including bidding, design, quality, safety, progress, cost, contract, procurement, acceptance, withdrawal and reimbursement. 2. Review the terms of reference for supervision services and the contractor's construction organization scheme and special construction plan. 3. Participate in the acceptance at various important stages. 4. Review design variation and engage in project negotiation. 5. Propose practical solutions to the problems regarding quality, safety and progress in the construction process, and fix them in time. 6. Assisting PMO to review the withdrawal and reimbursement documents.
2	Deputy team leader/ project management expert	54	Civil engineering or railway professional background, have a Bachelor's degree or above, at least 8 years of project management experience; work as the deputy team leader for at least one project financed by international organization; have rich experience in design, construction, procurement management, at least have the title of senior engineer; proficient in Chinese and English with good communication skills. Should provide similar work performance in the past 5 years.	<ol style="list-style-type: none"> 1. Should work closely with the team leader to conduct overall management of the project, including bidding, design, quality, safety, progress, cost, contract, procurement, acceptance, withdrawal and reimbursement. 2. Participate in the acceptance at various important project stages, review major variation and adjustments, and propose solutions to the quality, safety and progress problems that arise during the construction process, and fix the problems in a timely manner. 3. Prepare work reports and progress reports regarding project management and construction management, as well as other documents and reports to be submitted to PMO and the NDB; 4. Assisting PMO to review the withdrawal and reimbursement documents.
3	Financial management expert	54	Should have experience in financial management of large-scale infrastructure construction projects. Should have qualification of Certified Public Accountant (CPA) and have a Bachelor's degree or above. Should have served as the head of financial sector for over 5 years; should engage in financial management for at least two projects financed by international organizations and be familiar with	<ol style="list-style-type: none"> 1. Should have good language skills (in both Chinese and English), and can communicate with the relevant personnel of NDB in writing and review the translation version of notices, letters, contracts and reports. 2. Develop an actual financial management plan based on the experience of foreign-funded projects; 3. Assist PMO in formulating internal control systems such as budgeting, financial accounting, financial reporting, contract management, withdrawal and reimbursement review and fund payment; 4. Guide and review the accounting of PMO and related financial report to ensure that PMO complies with the

Section 7. Terms of Reference

			<p>laws and regulations regarding the financial issues in international financial organization loan projects and domestic infrastructure projects. Should provide similar work performance in the past 5 years.</p>	<p>annual audit requirements; propose good suggestions and action plans regarding the audit opinions, and put them into practice;</p> <p>5. Design and modify the financial part in the contract together with the project management experts; handle contract awards, payments and other financial issues;</p> <p>6. Collect necessary information for auditors and NDB's supervision missions; assist in the mid-term adjustment of the project and prepare relevant data for completion and final accounts, and conduct financial and economic analysis after completion of the project;</p> <p>7. Regularly develop training program and carry out the following training: (a) inform the important contents in NDB's General Loan Agreement and Disbursement Manual (updated from time to time; (b) provide guidance regarding financial management policy (fund use, debt risk control, government investment and financing policy, etc.) and project audit system.</p>
4	Procurement and contract management expert	18	<p>Engineering or economic related background; have at least 5 years of experience in procurement and contract management of foreign loan projects and have a Bachelor's degree or above; be familiar with the procurement procedures for foreign loan projects; should have at least intermediate professional titles, and proficient in both Chinese and English; Should provide similar work performance in the past 3 years.</p>	<ol style="list-style-type: none"> 1. Assist PMO in preparing the bidding documents according to the procurement policy of NDB; 2. Assist PMO in bidding, contract negotiation and contract signing; 3. Provide advice on problems occurred during the execution of the contract. 4. Review the withdrawal and reimbursement documents.
5	Senior railway engineering expert	3	<p>Should have at least 10 years of experience in planning, design, construction, and project management of railway engineering projects, have a Bachelor's degree or above; be familiar with design standards, construction and acceptance specifications. Should have at least the title of senior engineer. Should provide similar work performance in the past 5 years.</p>	<ol style="list-style-type: none"> 1. Review the preliminary design and construction drawing design of the project and propose good suggestions and revision comments; 2. Review the technical specifications and bill of quantities of the railway part of the bidding documents, and propose good suggestions and revision comments; 3. Assist the design institute in optimizing the design documents, strictly control the design quality, and control the investment; 4. Review the construction organization scheme and special construction plan of the railway part within the project; 5. Assist PMO, design institute and contractor in solving major problems at the construction site; 6. Review the design variation of the railway part and engage in project negotiation, etc; 7. Participate in the acceptance at various important stages

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				in the railway construction.
6	Railway engineering expert	30	Should have at least 5 years experience in planning, design, construction and project management of railway engineering projects; have a Bachelor's degree or above, should be familiar with railway design standards, construction and acceptance specifications. Should have at least the professional title of engineer. Should provide similar work performance in the past 3 years.	<ol style="list-style-type: none"> 1. Review the preliminary design and construction drawing design of the project and propose good suggestions and revision comments; 2. Assist PMO in supervising the quality, safety, progress and cost control during the construction process, propose solutions to the problems found, and correct the deviations in time; 3. Review the engineering quantity report, engineering design variation, and engage in project negotiation. 4. Participate in the acceptance at various important stages in the railway construction.
7	Civil engineering expert	36	Should have at least 5 years of experience in design, construction and project management of civil engineering projects, have a Bachelor's degree or above, should be familiar with civil engineering design standards, construction and acceptance specifications. Should have at least the professional title of engineer; Should provide similar work performance in the past 3 years.	<ol style="list-style-type: none"> 1. Review the preliminary design and construction drawing design of the project and propose good suggestions and revision comments; 2. Review the technical specifications and engineering quantity of the civil works part of the bidding documents, and propose good suggestions and revision comments; 3. Assist PMO in reviewing the construction organization scheme and special construction plan of the civil engineering part; 4. Monitor the quality, safety, progress, and cost control during the construction process, and propose reasonable solutions to the problems found, and correct the deviations in time; 5. Review the engineering quantity report, engineering design variation, and engage in project negotiation. 6. Participate in the acceptance at various important stages during construction.

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8	Road construction expert	48	Should have at least 5 years of experience in design, construction and project management of road construction projects; have a Bachelor's degree or above, should be familiar with road engineering design standards, construction and acceptance specifications. Should have at least the professional title of engineer; Should provide similar work performance in the past 3 years.	<ol style="list-style-type: none"> 1. Review the preliminary design and construction drawing design of the project and propose good suggestions and revision comments; 2. Review the technical specifications and engineering quantity of the civil works part of the bidding documents, and propose good suggestions and revision comments; 3. Assist PMO in reviewing the construction organization scheme and special construction plan of the civil engineering part; 4. Monitor the quality, safety, progress, and cost control during the construction process, and propose reasonable solutions to the problems found, and correct the deviations in time; 5. Review the engineering quantity report, engineering design variation, and engage in project negotiation. 6. Participate in the acceptance at various important stages during construction.
9	Senior information technology expert	24	Should have at least 8 years of experience in project-related work management such as big data, computer science, information or cloud-based applications; have a Bachelor's degree or above, Should be familiar with design standards, construction and acceptance specifications related to information engineering. Should provide similar work performance in the past 5 years.	<ol style="list-style-type: none"> 1. Review the preliminary design and construction drawing design of the project and propose good suggestions and revision comments; 2. Review the technical specifications and engineering quantity of the information technology part of the bidding documents, and propose good suggestions and revision comments; 3. Assist PMO in reviewing the construction organization scheme and special construction plan of the information technology part; 4. Monitor the quality, safety, progress, and cost control during the construction process, and propose reasonable solutions to the problems found, and correct the deviations in time; 5. Review the engineering quantity report, engineering design variation, and engage in project negotiation. 6. Participate in the acceptance at various important stages during construction of information technology part.
10	Social safeguard expert	12	Should have at least participated in the social management of 2 foreign loan projects, have a Bachelor's degree or above, and be familiar with the social management related policies of foreign loan projects. Should provide similar work performance in the past 3 years.	<ol style="list-style-type: none"> 1. Assist PMO in monitoring land acquisition, demolition, complaints, compensation, petitions and other issues during the implementation of the project to ensure compliance with the NDB's safeguard policy; 2. Prepare relevant reports on the above issues in accordance with the requirements of NDB;

11	Environmental expert	12	Should have at least participated in the environmental management of 2 foreign loan projects, have a Bachelor's degree or above, and be familiar with the environmental management related policies of foreign loan projects. Should provide similar work performance in the past 3 years.	<ol style="list-style-type: none"> 1. Assist PMO in monitoring the environmental impacts during the implementation of the project and ensure compliance with the NDB's social security policy; 2. Prepare relevant reports on various environmental monitoring contents according to the requirements of NDB and promptly propose solutions to the environmental problems identified.
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Note: The curriculum vitae of all experts must be included and signed by the consultants in the proposal submitted by the consulting firm. The specific specialists listed above are the minimum list of key experts each consulting firm should include in their proposal. The firms are free to propose more consultants and to be innovative in the methodology. However, only the key experts will be evaluated.

4.2 The other members of the consulting team should be appointed by the consulting company to ensure the smooth implementation of the consulting service.

V. Management structure

Based on the experience of conducting foreign fund projects in Gansu Province and the requirements of NDB, Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project has set up three-level management organizations, which are responsible for project preparation and implementation. The three-level management organizations include Gansu Provincial Government, Lanzhou New Area Administration Committee as well as Project Implementation Agency. The consultant shall work with PMO on the project site. The consultant shall inform and submit the relevant matters and reports to PMO in timely manner, and submit the reports to the provincial-level management department and NDB after the approval of PMO.

VI. Expected outputs from the consultant

The consultant shall prepare various work reports and submit them to PMO according to the Project Management Manual or the needs of PMO.

The basic requirements and format of the different reports should be described in the technical proposal submitted by the consultant and determined in the inception report subject to the agreement of PMO. In addition to preparing the required work report, the consultant shall prepare the following reports.

Reports	Submission time
Inception report and work plan	Within 30 days after commencement of consulting service
Contract management manual	Within 90 days after commencement of consulting service
Monthly report, including the monthly implementation progress of each contract	Submit monthly report on the 10th day of each month
Semi-annual report (as the same requirement with NDB and please refer to Project Management Manual)	First-half year report shall be submitted on July 28 and the second-half year report shall be submitted on January 28 in the following year
Updated project implementation schedule and financial schedule (as the same requirement with NDB)	Submit monthly report on the 25th day of each month
Other reports	As specified in ToR
Project completion report (draft)	Two months prior to project completion
Project completion report (final)	One month prior to project completion

(1) The various reports and documents drafted by the consultant during the project implementation shall meet the requirements of the Project Management Manual and the requirements of PMO..

(2) Unless otherwise requested by the PMO, all reports should be prepared the same number of copies both in Chinese language and in English language. The reports which are to be submitted to the NDB should be both in Chinese language and in English language. If the

report uses only one language, the abstract of the report needs to be translated into another language.

VII. Duration of the contract

The contract duration of this consulting service is estimated to be 54 months, approximately from October. 2019 to April, 2024.

VIII. Substitute of Experts

The consultant should ensure that the experts proposed in the technical proposal are able to participate in and complete various tasks. The experts can only be changed upon the written approval from the PMO. The replacement's qualification shall not be lower than the original one.

IX. Inputs to be provided by PMO

9.1 The consulting firm will be provided with the following support from the PMO during implementation of the consulting service.

- (1) Designated project officials shall work with the consulting team;
- (2) Relevant materials and data required by the consulting firm to perform the consulting service, including drawings and geological survey data;
- (3) Relevant reports and data required by the consulting firm to perform the consulting service;

X. Inputs to be provided by the consultant

10.1 The consultant shall include the following cost in the financial proposal

(1) Staff costs, international and domestic travel expenses, accommodation fees, communication fees

(2) Computers required for work, including related hardware, software and consumables, printers, photocopy machine and consumables, fax machines, and daily office equipment for consultants;

(3) Lease of office area and facilities;

(4) The preparation cost and printing cost for all reports and documents

10.2 Financial proposal should include a detailed breakdown of the reimbursement expenses.

XI. Evaluation of consulting service

PMO will conduct an evaluation for the consulting service every six months. If the evaluation results are satisfactory, PMO will pay the full service fee. If the evaluation is unsatisfactory, PMO will deduct the service fee according to the evaluation results. If the consultant is found to collude with the contractor or the supplier and incurred serious economic loss or other serious impact, PMO has the right to terminate the contract and make a claim to the consultant. If the consultant involves illegal activities, the PMO will address the issue through legal process.

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT’S SERVICES
Time-Based

Project Name: Lanzhou New Area Regional Hub Multimodal Logistics and Transport Infrastructure Demonstration Project

Loan No.: **19CN04**

Contract No. : DSLY-C-D05

between

Lanzhou New Area Foreign Fund Management Office

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (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: “...(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* 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, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; 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 “Bank Policy – Corrupt and Fraudulent Practices);

- (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 Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D and Appendix E, the General Conditions of Contract,. 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 Gansu Cultural and Natural Protection and Development Project 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 Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
- (b) “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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the New Development Bank or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “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).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “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.
- (k) “Foreign Currency” means any currency other than the currency

of the Client's country.

- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "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.
- (o) "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.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "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.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "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.
- (v) "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 relation

- Contract** 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. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. 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 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 49.1;
- (d) If, as the result of Force Majeure, the Consultant is

unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 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 Clauses 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 (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, 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) 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.

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
Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

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 Guidelines, 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, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best 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 as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that 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,

25.1 The Consultant shall keep, and shall make all reasonable

- Inspection and Auditing**
- efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the 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, 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 shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice 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 on Payments

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 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 Payment

45.1 Billings and payments in respect of the Services shall be 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 GCC 45.1 (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.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of The People Republic of China.
4.1	The language is: For other member country's consultant: English For national consultant: Chinese
6.1 and 6.2	The addresses are: Client : <u>Lanzhou New Area Foreign Fund Management Office</u> Attention : _____ Facsimile : _____ E-mail (where permitted): _____ Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	N/A
9.1	The Authorized Representatives are: For the Client: [name, title] _____ For the Consultant: [name, title] _____
11.1	The effectiveness conditions are the following: approval of the Contract by the Bank
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>three months</u>.
13.1	Commencement of Services:

	<p>The number of days shall be <u>ten</u>.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <u>54 months</u>.</p>

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of _____;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
41.2	The ceiling in local currency is: _____ inclusive of local indirect taxes.
42.3	Price adjustment on the remuneration <u>N/A</u>
43.1 and 43.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of</p>

	<p>carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
44.1	The currency of payment shall be the following: <i>RMB</i>
45.1(a)	Advance payment: 10% of contract value, the format see Appendix E.
45.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of every quarter.
45.1(e)	The accounts are:
46.1	The interest rate is:
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</p>

	<p>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 <u>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</u> 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, <u>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</u> 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 the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <u>the China International Economic and Trade Arbitration Commission (CIETAC)</u>.</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 <u>the China International Economic and Trade Arbitration Commission (CIETAC)</u> 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>In case the contract is awarded to consultant from the Borrower's country, the Borrowing Country's Law of Arbitration shall apply to the <u>the China International Economic and Trade Arbitration Commission (CIETAC)</u>.</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> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <u>Singapore (or China) depends on nationality of the winning consultant</u>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such

	<p>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>
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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. *the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

,

**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.

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 their account number _____ at _____ *[name and address of bank]*.

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.

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.”