对外合作中心建议书征询文件范本（含合同）—复杂版本英文

**REQUEST FOR PROPOSALS**

**Priority Institutional Strengthening and Capacity Development to Implement China Biodiversity Partnership and Framework for Action (CBPF-IS Project)**

Improving Enterprise Owner-Managers ‘Awareness and Capability in Biodiversity Conservation by Integrating Climate Change

**Foreign Economic Cooperation Office**

**Ministry of Environmental Protection**

**Date** [insert: date of publication]

Section 1. Letter of Invitation

Dear Mr./Ms.:

1. Foreign Economic Cooperation Office (FECO) of the Ministry of Environmental Protection (MEP) (hereinafter called “MEP/FECO”) has received financing from the [insert: name of the organization financed] toward the cost of [insert: name of Project] (hereinafter called “the Project”). MEP/FECO will apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

2. You are requested to submit a proposal for the following consulting services: [*insert:* *name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.

3. A firm will be selected under the selection method and procedures described in this RFP,This RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Offerors (including Data Sheet)

Section 3 - Technical Proposal - Guidance

Section 4 - Financial Proposal - Guidance

Section 5 - Terms of Reference (TOR)

Section 6 - Standard Forms of Contract

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours sincerely,

[insert: Signature, name, and title of the representative]

Section 2. Instructions to Offerors

[Note: this Section 2 - Instructions to Offerors shall not be modified. Any necessary changes shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

1. Introduction

**1.1 General**

The Offerors are requested to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. MEP/FECO will select a consulting firm/organization (successful Offeror) from the Offerors by examining and evaluating their proposals. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the successful Offeror.

MEP/FECO 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 Offerors.

**1.2 Associations between Offerors**

Firms/organizations may associate with each other in the form of a joint venture, if it is indicated in the Data Sheet, to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, to offer lower prices.

In case of a joint venture, a formal statement should be signed by all partners and submitted to MEP/FECO along with their proposals, in which all partners shall declare their association, admit that all partners shall be jointly and severally liable for the entire assignment and indicate who will act as the leader of the joint venture.

**1.3 Facilities Provided by MEP/FECO**

MEP/FECO will timely provide at no cost to the offerors the inputs and facilities specified in the Data Sheet, assist the successful offeror in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

**1.4 Cost of Proposal and Contract Negotiation**

Offerors shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

**1.5 Conflict of Interest**

Offerors should provide professional, objective, and impartial advice and at all times hold the MEP/FECO’s interests paramount.

1.5.1 Without limitation on the generality of the foregoing, Offerors, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) Conflicting activities

A firm that has been engaged by MEP/FECO to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.

(ii) Conflicting assignments

An Offeror (including its Personnel 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 Offeror to be executed for MEP/FECO. For example, an Offeror hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question..

(iii) Conflicting relationships

An Offeror (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of MEP/FECO’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

1.5.2 Obligation to disclose

Offerors have an obligation to disclose any situation of actual or potential conflict that impacts the interest of MEP/FECO, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Offeror or the termination of its Contract.

**1.6 Fraud and Corruption**

All Offerors participating in MEP/FECO’s projects shall adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this policy, MEP/FECO :

1.6.1 defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresen-tation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more offerors, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.6.2 will reject a proposal for award if it determines that the Offeror recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

1.6.3 will sanction an Offeror, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to participate any bidding held by MEP/FECO if at any time determines that the Offeror has, directly of through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract of MEP/FECO.

**1.7 Qualifications of the Offerors**

1.7.1 Offerors and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by MEP/FECO in accordance with the above para. 1.6.

1.7.2 Other qualifications, if any, shall be indicated in the Data Sheet.

**1.8 Only One Proposal**

Offerors may only submit one proposal. If an Offeror submits or participates in more than one proposal, such proposals shall be disqualified.

**1.9 Proposal Validity**

The Data Sheet indicates how long Offerors’ Proposals must remain valid after the submission date. During this period, Offerors shall maintain the availability of Professional staff nominated in the Proposal. MEP/FECO will make its best effort to complete negotiations within this period. Should the need arise, however, MEP/FECO may request Offerors to extend the validity period of their proposals. Offerors who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Offerors could submit new staff in replacement, who would be considered in the final evaluation for contract award. Offerors who do not agree have the right to refuse to extend the validity of their Proposals.

2. RFP Documents

**2.1 Clarification of RFP Documents**

Offerors may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to MEP/FECO’s address indicated in the Data Sheet. MEP/FECO will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all offerors. Should MEP/FECO deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

**2.2 Amendment of RFP Documents**

At any time before the deadline for submission of proposals, MEP/FECO may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all offerors and will be binding on them. After receiving the amendments, offerors shall reply to MEP/FECO in writing to acknowledge their receipts. if an offeror fails to reply within the stipulated time, it shall be considered that the offeror have received the amendments and will be binding on them, To give offerors reasonable time in which to take an amendment into account in their Proposals MEP/FECO may, if the amendment is substantial, extend the deadline for the submission of proposals.

3. Preparation of Proposals

**3.1 General**

In preparing their Proposal, Offerors are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

**3.2 Language**

The proposal, as well as all related correspondence exchanged by the Offerors and MEP/FECO, shall be written in the language (s) specified in the Data Sheet.

**3.3 Attention to the Technical Proposal**

While preparing the Technical Proposal, Offerors must give particular attention to the following:

(i) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

(ii) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**3.4 Technical Proposal Content**

The Technical Proposal shall provide the information indicated in the following parts. Guidance on the content of each parts is provided in Section 3 of this RFP.

(i) Technical Proposal Submission Form

(ii) Brief Introduction of Offeror

(iii) Proposed Methodology

(iv) Organization and Staffing

**3.5 Financial Proposals Content**

The Financial Proposal shall include a submission form and breakdowns of the total price. It shall be prepared according to the Guidance (Section 4) and using the attached Standard Forms. It shall list all costs associated with the assignment.

All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**3.6 Currency of the Price**

Offerors shall express the price of their services in the currency indicated in the Data Sheet.

4. Submission, Receipt, and Opening of Proposals

**4.1 Submission Address and Deadline**

The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by MEP/FECO no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by MEP/FECO after the deadline for submission shall be returned unopened.

**4.2 Corrections of Proposals**

The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Offerors themselves. The person who signed the proposal must initial such corrections.

No Proposal may be modified subsequent to the deadline for submission of proposals.

**4.3 Withdrawal of Proposals**

The Offeror may withdraw itsProposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the MEP/FECO prior to the submission deadline (see para. 4.1)

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and sent to the address/addresses indicated in the Data Sheet (see para. 4.1). The withdrawal notice may also be sent by fax but followed by a signed confirmation original.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

**4.4 Submission letters**

Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

**4.5 Tender Authorization**

An authorized representative of the Offerors shall initial all pages of original Technical and Financial Proposals. Failure in initialing may result in rejection of a Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”

**4.6 Sealing and Marking of Proposal**

4.6.1 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.1 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.6.2 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” and with a warning “**Do Not Open With The Technical Proposal**.”

4.6.3 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked the name of the assignment stipulated in the Data Sheet (see para. 1.1). MEP/FECO shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

**4.7 Opening of Proposals**

MEP/FECO shall open the Technical Proposal after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

**5.1 General**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared.

From the time the Proposals are opened to the time the Contract is awarded, the Offerors should not contact MEP/FECO on any matter related to its Technical and/or Financial Proposal. Any effort by Offerors to influence MEP/FECO in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Offerors’ Proposal

**5.2 Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, MEP/FECO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

**5.3 Evaluation of Technical Proposals**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, 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, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**5.4 Opening of Financial Proposals**

The Financial Proposals of all Offerors, who have attained the minimum technical score indicated in the Data Sheet (see para. 5.3) in the technical evaluation, will be opened and compared.

The Financial Proposals of offerors, who have not passed the technical evaluation, will be returned to the respective offerors unopened after completing the selection process

**5.5 Evaluation of Financial Proposals**

The lowest evaluated Financial Proposal will be given the maximum financial score of 1000 points. The financial scores of the other Financial Proposals will be computed in accordance with the following formula

|  |  |  |
| --- | --- | --- |
| **financial proposal score** | **=** | **lowest qualified price × 1000** |
| **Evaluated price** |

**5.6 Correction of Computational Errors**

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.

In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**5.7 Combination of the scores**

Proposals will be ranked according to their combined technical and financial scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:

**Total Score =** technical score **x T+** financial score **x P.**

6. Negotiations

**6.1 Qualification for Negotiating**

The Offeror achieving the highest combined technical and financial score will be invited for negotiations.

**6.2 General**

Negotiations will be held after the evaluation of proposal is completed. The invited Offeror will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in MEP/FECO proceeding to negotiate with the next-ranked Offeror. Representatives conducting negotiations on behalf of the Offeror must have authority to negotiate and conclude a Contract.

**6.3 Technical Negotiations**

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Offeror to improve the Terms of Reference. MEP/FECO and the Offerors will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.

**6.4 Financial Negotiations**

The financial negotiations will reflect the agreed technical modifications in the cost of the services.

**6.5 Availability of Professional staff/experts**

Having selected the Offerors on the basis of, among other things, an evaluation of proposed Professional staff, MEP/FECO expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, MEP/FECO will require assurances of offerors that the Professional staff will be actually available. MEP/FECO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Offeror may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Offerors within the period of time specified in the letter of invitation to negotiate.

**6.6 Conclusion of the negotiations**

Negotiations will conclude with a review of the draft Contract. If negotiations fail, MEP/FECO will invite the Offeror whose Proposal received the second highest score to negotiate a Contract.

7.1 Award of Contract

7.1 After completing negotiations MEP/FECO shall award the Contract to the selected Offeror. After Contract signature, MEP/FECO shall return the unopened Financial Proposals to the unsuccessful Offerors.

7.2 The successful Offeror is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Offerors who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Offeror of confidential information related to the process may result in the rejection of its Proposal.

Instructions to Offerors

Data Sheet

|  |  |
| --- | --- |
| **Paragraph**  **Reference** |  |
| **1.1** | Method of selection: examine both technical and financial proposal.  Name of the assignment is: Improving Enterprise Owner-Managers’ Awareness and Capability in Biodiversity Conservation by Integrating Climate Change |
| **1.2** | Firms/organizations may associate with each other in the form of a joint venture: Yes No X . |
| **1.3** | MEP/FECO will provide the following inputs and facilities: ＮＯＮＥ |
| **1.7.2** | Other qualifications need to be met by offerors include:  Legitimate business equipped with independent legal person |
| **1.9** | Proposals must remain valid 90 days after the submission date, i.e. until: Feb. 25, 2015 |
| **2.1** | Clarifications may be requested not later than 5 days before the submission date.  The address for requesting clarifications is: 803#, Houyingfanghutong, Xicheng District, Beijing, PRC, 100035  Facsimile: 0086-10-82200526 E-mail: zhao.yang@mepfeco.org.cn |
| **3.2** | Proposals shall be submitted in the following language: Chinese or English |
| **3.6** | All prices shall be quoted in:  Bidder in China should apply RMB;  Bidder outside China should apply USD |
| **4.1** | The Proposal submission should be submitted to: Ms. Yan Wei,  To the following postal address: Houyingfanghutong 5, Xicheng District, Beijing, PRC, 1000035  Proposals must be submitted no later than the following date and time:  24:00 , Nov. 25, 2014 |
| **4.7** | Offeror must submit the original and 5 copies of the Technical Proposal, and the original of the Financial Proposal. |
| **5.3** | Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:  Points  (i) Specific experience of the Offerors relevant to the assignment: [20]  (ii) Adequacy of the proposed methodology and work plan  in responding to the Terms of Reference:  a) Technical approach and methodology [40%]  b) Work plan [40%]  c) Organization and staffing [20%]  Total points for criterion (ii): [40]  (iii) Key professional staff qualifications and competence for the assignment: [40]  The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:  1) General qualifications [20%]  2) Adequacy for the assignment [60%]  3) Experience in similar projects and language [20%]  Total weight: [100%]  The minimum technical score required to pass is: 70 Points |
| **5.7** | The weights given to the Technical and Financial Proposals are:  T = 0.8, and  P = 0.2 |
| **7.2** | Expected date for commencement of consulting services  Dec. 2014 at: Beijing, PRC |

Section 3. Technical Proposal - Guidance

The Offeror shall structure the Technical Proposal as follow:

**(a) Technical Proposal Submission Form**  (see Form TECH-1 of Section 3)

**(b) Brief Introduction of Offeror**

This section should provide a brief description of the Offerors’ organization and a brief introduction of recent relevant experience of the Offerors and, in the case of joint venture, for each partner, on assignments of a similar nature (For each assignment, the following information should be indicated: the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Offeror’s involvement.) Offerors should be prepared to substantiate the claimed experience if so requested by the MEP/FECO.

**(c) Proposed Methodology**

This section should include a description of the approach, methodology and work plan for performing the assignment

(i) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(ii) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by MEP/FECO), and 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. A list of the final documents, including reports, drawings, and tables to be delivered as *final output, should be included here.*

**(d) Organization and Staffing**

In this section you should propose：

(i) the structure and composition of your team；

(ii) the key expert responsible, and proposed technical and support staff, as well as the position that would be assigned to each staff team member, and their tasks;

(iii) the estimated number of staff-months input needed to carry out the assignment. The staff-months input should be indicated separately for each team member.

This section should also provide Curriculum Vitaes (CVs) of the team members signed by the themselves or by the authorized representative of them.

Form TECH-1 Technical Proposal Submission Form

[Location, Date]

To: Foreign Economic Cooperation Office of the Ministry of Environmental Protection

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] 1

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.9 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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:

Name of Firm:

Address:

1 [Delete in case no association is foreseen.]

Section 4. Financial Proposal - Guidance

Financial Proposal shall be structured with the following two parts, and Standard Forms attached here shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.5of Section 2.

**(a) Financial Proposal Submission Form** (see Form FIN-1 of Section 4)

**(b) Breakdown of Total Price** (see Form FIN-2 of Section 4)

Form FIN-1 Financial Proposal Submission Form

[Location, Date]

To: Foreign Economic Cooperation Office of the Ministry of Environmental Protection

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 sum of [Insert amount(s) in words and figures1].

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 Paragraph Reference 1.9 of the Data Sheet.

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:

Name of Firm:

Address:

1 Amounts must coincide with the ones indicated under Total Price of Financial proposal in Form FIN-2.

Form FIN-2 Breakdown of Total Price

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Breakdown Items** |  | | | | |
| 1. Remuneration for Staff | Name | Position | Staff-month Rate | Input  （Staff-months） | **Subtotal** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** | | | |  |
|  | **Unit** | | **Unit Cost1** | |  |
| 2. Travel Expenses**2** |  | |  | |  |
| 3. Transportation Costs |  | |  | |  |
| 4. Communication Costs **3** |  | |  | |  |
| 5. Printing Expense |  | |  | |  |
| 6. Office Consumables. |  | |  | |  |
| 7. Convention Expense |  | |  | |  |
| 8. ……**4** |  | |  | |  |
| 9. |  | |  | |  |
|  |  | |  | |  |
| **Total Price** | | | | |  |

[Note:]

The breakdown items provided above is just for reference and guidance, Offerors can adjust the items when prepare their Financial Proposal. Items that are not applicable can be deleted, others may be added

1. Indicate unit cost and currency.

2. Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route.

3. Cost of applicable or local communications such as the use of telephone and facsimile required for the purpose of the Services.

4. Cost of such further items required for purposes of the Services not covered in the foregoing.

Section 5. Terms of Reference

**Priority Institutional Strengthening and Capacity Development to Implement China Biodiversity Partnership and Framework for Action (CBPF-IS Project)**

TOR on Improving Enterprise Owner-Managers’ Awareness and Capability in Biodiversity Conservation by Integrating Climate Chang

**Priority Institutional Strengthening and Capacity Development to Implement China Biodiversity Partnership and Framework for Action (CBPF-IS Project)**

ToR on Improving Enterprise Owner-Managers’ Awareness and Capability in Biodiversity Conservation by Integrating Climate Change

1. **Background**

The Global Environment Facility (GEF) financed China Biodiversity Partnership and Framework for Action( CBPF)is a new strategy for Chinese government to tackle the challenges arising from biodiversity conservation in China, coupled by the aggravation of climate change with global effect, based on the proven theory of values and effects of biodiversity adapting to climate change. CBPF is a framework intended to coordinate the efforts and activities among multi-stakeholders including governmental units, institutional investors, academia and research, provincial and local governments, management institutions, community dwellers, international agencies and NGOs. The Priority Institutional Strengthening and Capacity Development project (hereinafter abbreviated as IS project) is one of the projects under the umbrellas of CBPF programme aimed to, in this connection, research into and analyse the values of biodiversity adpating to climate change and study the inner relationship between the two themes and promote the circulation and distribution of related findings, knowledge and information to multi-stakeholders, in order to raise their awareness and build their capacities in the relevant fields.

“Convention on Biological Diversity” states that business engagement is an important principle and spirit penetrating through all CBD targets and objectives. The benefits, effects and impacts originated from biodiversity adapting to climate change and relevant studies and research have provided theoretical and conceptual framework for businesses to engage in the holistic process of biodiversity conservation, sustainable use, equitable access and benefit-sharing. Currently, the whole business world attaches great importance to climate change, carbon footprint and environmental management, as these aspects directly relate to corporate governance, greenhouse gas reduction, compliance, energy conservation, corporate image and intangible assets. "ISO26000 Guideline on Social Responsibility" also clearly sets forth relevant requirements and indicators on the specific issue of diversity, mainly under the theme of “environment”.

The Chinese government pays great attention to biodiversity conservation. During 2010 International Year of Biodiversity, the State Council established "2010 China National Committee for International Year of Biodiversity", having reviewed and adopted "National Biodiversity Conservation Strategy and Action Plan (2011-2030)". In June 2011, the State Council decided to set up "National Committee for Biodiversity Conservation", having built it up from the basis of the "2010 China National Committee for the International Year of Biodiversity". Consist of 25 ministries, the national committee is chaired by Vice Premier and its Secretariat established under the roof of MEP. In June 2012, as Vice Premier at that time, Li Keqiang served as the Chairman of the Committee and presided over the first convention, on which he delivered a speech, clearly stating that central and local governments should increase inputs and efforts in biodiversity conservation, and encourage& guide enterprises to fulfil corporate social responsibility and actively engage in the cause. National government also proclaims that more statutes and laws safeguarding biodiversity conservation will be drawn up and enacted.

The CBPF- IS project is a GEF financed project administered by Foreign Economic Cooperation Office(FECO) of the MEP in partnership with the UNDP, it specifically sets forth the following outputs which requires to correlate biodiversity with climate changed based on their inner relations with a focus on the good practices embarked by the businesses and attentions paid by various social strengths, with an aim to, “increase the awareness and capability of important decision makers”, “improve knowledge and deepen understanding of the impact of climate change on biodiversity” and “integrate biodiversity into relevant planning and policy”, etc.

Deputy Minister of the Ministry of Environmental Protection Mr Li Ganjie spoke on the 2nd international forums of "Biodiversity and Green Development “in Nov. 2013 and highlighted that those supervisory departments and industry associations should shoulder the responsibilities to instruct and guide enterprises in biodiversity conservation and sustainable use. The other institutional stakeholders such as NGOs and community based organizations also call on enterprises to “behave in a transparent and ethical way” by disclosing information related to biodiversity and climate change and properly practice biodiversity conservation that better cope with the risks and challenges arising from climate change and environmental protection. According to authoritative statistics, in 2013, there were more than 2000 enterprises in China having issued annual corporate social responsibility-CSR reports nevertheless, hardly could such information as biodiversity and its adaptive practices to climate change be found nor properly addressed in the publications, which demonstrates a fact that the awareness and capabilities in the relevant fields is weak and the weakness is increasingly restricting and hampering enterprises’ passion, motivation and determination to engage in biodiversity adapting to climate change.

Compared to large enterprises and listed companies, small and medium business activities are most in number, weakest in awareness& capability and they spread all walks of life having been exposed to higher risks and bigger challenges . There are already certain mechanisms existing in China as ensured by the Nation-state to support and service SMEs and it is the intention of the IS Project Management Office (PMO) to make the most of the mechanism and carry out a series of consistent activities mainly to reach out to SME owner-managers and improve their awareness and capabilities as the decision makers of the businesses. The activities to be kicked off will expose the target recipients to a chain of campaigns and trainings provided by service provider as contracted by the PMO that also intends to activate and improve the biodiversity specialized mechanism paying the way for it be gradually incorporated into the National SME Service System.

1. **Objectives**

The objective is, through baseline analysis and field visits to pilot enterprises, an in-depth research into the promotion mechanism and corresponding institutional arrangement is carried out by the Contractor, through designing, distributing and recouping no less than 3000 questionnaires and data processing to find out training needs of SMEs of various scales and across territories and walks of life. Based on the information obtained and data analyzed, the status of awareness & capability, motivation of engagement and other relevant parameters are defined so as to form the basis for the development of training modules and courseware applied to provide at least 300 enterprises (over a period of a year’s time)with a series of capacity building workshops and promotion campaigns. The project is finally aimed at the improvement and activation of a biodiversity conservation promotion mechanism to be integrated into the existing national SME training system whose capacity is strengthened in biodiversity adapting to climate change.

1. **Activities**

Implementation is a consecutive process composed of three consistent steps:

**Step one**: through field visit to enterprise and baseline analysis, research into the design, development and functioning of the current SME Service System that integrates a promotion mechanism specialized in biodiversity adapting to climate change and other issues such as GHG reduction and energy conservation.

1. Design, distribute and recoup questionnaire for data collection and processing, applied to draft report and compile case studies.
2. Analyse training needs for the SMEs and conduct baseline study.
3. Research in-depth into the current SME Service System and its operationalization modality, and look into the ways and channels of trainings provided to SMEs
4. Come up with an action plan to activate a promotion mechanism specialized in biodiversity adapting to climate change including other relevant issues such as GHG reduction and energy conservation and, to integrate the biodiversity specialized promotion mechanism into the current SME Service System.

Implementation Requirements:

* + consulting PMO and with its approval of the PMO, draft “Annual Training Programme”;
  + pay visit to pilot enterprises and design questionnaire;
  + support the expert seminar organized by the PMO on which the questionnaire design is discussed and reviewed;
  + with the approval of PMO, distribute among SMEs no less than 3000 questionnaires;
  + recoup questionnaires, analyse data and draft study report;
  + Compile case studies covering the contents related to good practices, success stories, experience drawn and lessons learnt of SMEs practicing biodiversity adapting to climate change, with a focus on GHG management and energy conservation.

Outputs requirements:

* ”Questionnaire on SMEs’ Awareness of Biodiversity Adapting to Climate Change”
* ”Study Report on SMEs’ Awareness of Biodiversity Adapting to Climate Change”
* “Compilation of Good Practices on SMEs Engaging in Biodiversity Conservation”
* ”Study Report on Integrating Biodiversity into a Specialized Promotion Mechanism of National SME Service System”

**Step2:** develop capacity building training package applied to a series of training workshops delivered to SMEs across various territories and sectors

1). look into the training needs of SMEs and based on which, develop training modules and courseware that constitutes a systematic package

2.) According to the Annual Training Work plan, apply the training package to provide a series training workshops delivered to SMEs across various territories and sectors

Output requirements:

* The training package should be as good as to meet the needs of SMEs for no less than 8 hours lecturing in training and at least is composed of the following:
  + - Checklist and self-assessment for SMEs to identify issues related to biodiversity and climate change；
    - Manual on SMEs integrating biodiversity related principle and indicator into the enterprise strategies of climate change and environmental management；
    - Guidebook on how to integrate biodiversity and climate change issues into enterprise sustainability strategy；
    - Guidebook on how to integrate biodiversity related issues into CSR report；
    - Enterprise Biodiversity Strategy &Action Plan-SAP
* No less than 300 SMEs receive trainings to meet the objective set out by the Annual Training Workplan.

**Step3:** conduct M&E under the supervision of PMO and promote training effectiveness and impact and improve the promotion mechanism specialized in biodiversity adapting to climate change.

1). consulting with the PMO and with its approval, organize experts to visit SMEs and assess the training results；

2). invite multi-stakeholders for a promotion workshop to review the results, summarize experience and promote the outputs；

3).Communicate, with the approval of PMO, all the deliverables generated from the project including, data, information, knowledge product, communication materials, reports, compilation of case studies, questionnaire, etc. to stakeholders through different channels and platforms

Outputs requirements：

* + ”Study Report on Training Effectiveness and Impact”
  + Guideline and policy recommendations on integrating biodiversity into the National SME Service System

1. **Implementation progress**

|  |  |  |
| --- | --- | --- |
| Step one: through field visit to enterprise and baseline analysis, research into the design, development and functioning of the current SME Service System that integrates a promotion mechanism specialized in biodiversity adapting to climate change and other issues such as GHG reduction and energy conservation. | | |
| 1 | select an institution as the partner that has appeal and reputation in the relevant fields and jointly develop "annual training work plan" | Within 1 month of signing the contract |
| 2 | pay visit to the pilot enterprises and develop " questionnaire on SME awareness of biodiversity conservation" and "research report” | Within 2 months |
| 3 | organize training seminar, evaluate questionnaire and discuss the mechanism of promoting to SMES | Within 2 months |
| 4 | distribute and recoup no less than 3000 valid questionnaires | Within 3 months |
| 5 | analyse data, develop and complete "Study on SMEs’ awareness of biodiversity conservation” | Within 5 months |
| 6 | Compile “Success Stories and case studies on SME Practicing Biodiversity Conservation” | Within 5 months |
| Step2: develop capacity building training package applied to a series training workshops delivered to SMEs across various territories and sectors | | |
| 7 | Develop suitable trainings modules and courseware to satisfy SMEs’ needs in awareness raising and capacity building | Within 6 months |
| 8 | In view of the"annual training work plan” provide a series of trainings to no less than 300 SMEs | Within 9 months |
| Step three: evaluate training and promote results among multi stakeholders | | |
| 9 | organize experts to visit pilot enterprises and evaluate training effectiveness and draft evaluation report | Within 10 months |
| 10 | Introduce and integrate biodiversity into the guideline on SME training | Within11 months |
| 11 | organize review meeting and summarize project results achieved | Within 12 months |
| 12 | Organize promotion workshop to promote results and impacts | Within 12 months |

1. **Qualification and eligibility Requirements**

The Contractor needs to have the following qualifications, background, abilities and resources:

1. Qualified as a legitimate entity with independent legal person, sound financial and operational conditions;
2. eligible to affect a large number of SMEs across the country and
   * work experience in training SMEs in the fields of climate change, environmental protection and energy conservation and possess relevant international cooperation experience;
   * has a good working relationship with relevant government departments, social organizations and international agencies;
   * advantageous in the planning, research, training and consulting;
   * deep understanding of the challenges facing SMEs in addressing biodiversity adapting to climate change, incl. pull and push factor,   
     risks and opportunities, ongoing and future incentives, policies, international development dynamics and industry regulations, etc.
   * able to conduct research for the needs of SMEs, design promotion and training kits (including training courseware and other knowledge products) to help tackle challenges arising from climate change and biodiversity conservation in business and industry value chains;
3. capable of providing a range of high-quality training for pilot SMEs, regularly monitor the implementation process and evaluate the results of the assessment and promotion of training experience among stakeholders;
4. able to use media resources and partnerships to promote results through a variety of channels for multi-stakeholder enterprise, community, public and government regulators and other stakeholders to use.

Section 6. Standard Form of Contract

**Contract for Consultants’ Services**

Contract Number: [ ]

***Project Name*: Priority Institutional Strengthening and Capacity Development to Implement China Biodiversity Partnership and Framework for Action (CBPF-IS Project)**

]

***Title of Consulting Services*** Improving Enterprise Owner-Managers’ Awareness and Capability in Biodiversity Conservation by Integrating Climate Change

**BETWEEN**

Foreign Economic Cooperation Office

Ministry of Environmental Protection

**AND**

[name of the Consultant]

Dated:

I. Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, Foreign Economic Cooperation Office of the Ministry of Environmental Protection (hereinafter called “FECO”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[**Note**: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “…(hereinafter called the “FECO”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly liable to FECO for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

(a) FECO has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to FECO that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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;

(b) The Special Conditions of Contract;

(c) The following Appendices: [**Note**: Appendices may be increased or decreased depending on the circumstances]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

Appendix D: Form of Advance Payment Guarantee

In case of any discrepancy between the above parties, the order of priority is: the special conditions, the general conditions, the appendices; in case of any discrepancy between the appendices, the order of priority is the same as their arranged order.

2. The mutual rights and obligations of FECO and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) FECO shall make payments to the Consultants 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 FECO

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

[**Note**: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

**1.1 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the People’s Republic of China

**1.2 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations under this Contract, including without limitation the receiving of instructions and payments from FECO.

**1.3 Authorized Representa­tives**

Any action required or permitted to be taken, and any document to be executed under this Contract by FECO or the Consultant may be taken or executed by the officials specified in the SC.

**1.4 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay any taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**1.5 Measures to be Taken in the situation of Fraud and Corruption**

The Consultant shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, FECO has the right to:

(a) revoke the Contract if it determines at any time that the Consultant (including its personnel) was engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultant having taken timely and appropriate action satisfactory to FECO to remedy the situation;

(b) require the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification and Termination of Contract

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

**2.2 Commence­ment of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.4 Modifications or Variations**

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.

**2.5 Force Majeure**

If a Party is rendered unable, wholly or in part, by reason of force majeure to fulfill its obligations and meet its responsibilities under this Contract, such inability shall not be considered to be a breach of, or default under, this Contract.

Upon the occurrence of force majeure, the affected Party shall notify the other Party, in writing of the commencement of such an event within ten days after the occurrence. Both parties shall, through consultations, decide whether to terminate the contract or to exempt part of the obligations for implementation of the contract or whether to delay the execution of the contract according to the effects of force majeure on the on the performance of the Contract.

If the Consultant is unable, wholly or in part, to perform its obligations under this Contract as a result of Force Majeure, FECO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 2.6.1.

**2.6 Termination**

2.6.1 In case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1, FECO may give a written notice and terminate this Contract, in part or in whole.

(a) If the Consultant fails to provide all or part of the service in the period specified in this Contract or within the extended period given in written by FECO.

(b) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as FECO may have subsequently approved in writing.

(c) If the Consultant becomes insolvent or bankrupt.

(d) If the Consultant, in the judgment of FECO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(f) If FECO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 The Consultants may terminate this Contract, by written notice to FECO, if FECO fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof..

2.6.3 Payment upon Termina­tion

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, FECO shall make the payment pursuant to Clause GC 6 to the Consultant, for Services satisfactorily performed prior to the effective date of termination.

3. Obligations of the Consultant

**3.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful advisers to FECO, and shall at all times support and safeguard FECO’s legitimate interests in any dealing s with Sub-Consultants or third Parties.

**3.2 Conflict of Interests**

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

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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 services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality**

3.3.1 Confidentiality Obligations of the Consultant

Except with the prior written consent of FECO, the Consultant and its personnel 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 Personnel make public any recommendations formulated in the course of, or as a result of, the Services.

3.3.2 Liability for Violation of the Confidentiality Obligations

If the Consultant and its personnel breach the confidentiality obligations, causing losses to FECO, FECO has the right to ask the Consultant to compensate for the losses and be liable for the corresponding legal responsibility.

**3.4 Consultant’s Actions Requiring FECO’s Prior Approval**

The Consultant shall obtain FECO’s prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC

**3.5 Reporting Obligations**

The Consultant shall submit to FECO the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

**3.6 Documents Prepared by the Consultant to be the Property of FECO**

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of FECO, unless otherwise agreed by the parties, the [intellectual property](dict://key.0895DFE8DB67F9409DB285590D870EDD/intellectual%20property) of such documents and software shall be enjoyed by FECO, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to FECO, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of FECO.

**3.7 Accounting, Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles, and (ii) shall periodically permit FECO or its designated representative and/or the organization financed, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by FECO or the Bank, if so required by FECO or the organization financed as the case may be.

4. CONSULTANT’S Personnel

**4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by FECO.

**4.2 Removal and/or Replacement of Personnel**

(a) Except as FECO may otherwise agree in written, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If FECO finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at FECO’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to FECO.

(c) The Consultant shall have no claim to FECO　for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Services and Facilities Provided by FECO**

FECO shall make available free of charge to the Consultant the Services and Facilities which may be listed in the SC.

6. Payments to the Consultant

**6.1 Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

The price payable is set forth in the SC.

**6.3 Payment for Additional Services**

If the Parties have agreed to additional payments in accordance with Clause 2.4, consideration shall be given to the breakdown of total price, which was stipulated in the Consultant’s Financial Proposal submitted in the selection process of the Contract.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Any payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to FECO specifying the amount due.

FECO may require the Consultant to provide an advance payment guarantee of the same amount for the first payment, as specified in the SC. Such guarantee, if any, shall be valid for the period stated in the SC, and shall be in the form set forth in Appendix D hereto, or in such other form, as FECO shall have approved in writing.

**Liability for breach of contract**

**6.5** The Consultant shall be deemed to breach the Contract if it fails to submit the reports and documents in compliance with the forms, quantities, and the schedule stipulated in Appendix B, and FECO has the right to ask the Consultant to remedy within a proper extended period or to pay liquidated damages according to the standard stated in the SC.

**Settlement Of Disputes**

**6.6 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**6.7 Dispute Resolution**

The Parties agree that any dispute as to matters arising pursuant to this Contract that cannot be settled amicably is to be resolved by arbitration and the arbitration institute shall be Beijing Arbitration Commission.

**Notice**

**6.8** When one party, in order to enjoy the right or perform the obligation under this Contract, or to negotiate for the breach of the Contract, need to notify the other party, the notification shall be in written and shall take effect when the notice is reached to the receiving party by registered letter or express delivery.

**6.9** The address to which the notice shall be delivered is stated in SC.

If one party need to change its notification address, it shall notify in written the other party advanced by seven days, or else the address in the SC shall prevail。

**others**

The quantity of the original contract is stated in SC, and each original has equal legal validity.http://engkoo.com/img/clear.gif

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the  General Conditions of Contract** |
| **{1.2}** | {The Member in Charge is [insert name of member]}  **Note**: If the Consultant consists only of one entity, this Clause SC 1.2 should be deleted from the SC. |
| **1.3** | The Authorized Representatives are:  For FECO:  For the Consultant: |
| {2.1} | **{**The Effective Date is [insert date].**}**  **Note**: If the Contract shall come into effect on the date it is signed, this Clause SC 2.1 should be deleted from the SC. |
| **2.2** | The date for the commencement of Services is no later than Dec. 15, 2014 |
| **2.3** | The time period shall be [insert time period, e.g.: twelve months]. |
| **{3.4 (c)}** | {The other actions are: [insert actions].}  **Note**: If there are no other actions, delete this Clause SC 3.4(c). |
| **{5 }** | **Note**: List here any services and facilities that FECO may provide under Clause 5. If there is no such assistance or exemptions, state “not applicable.” |
| **6.2** | The amount is [insert amount and the currency]. |
| **6.4** | The accounts are:  [ in the Currency of ]  Payments shall be made according to the following schedule:   1. 30percent of the Contract Price shall be paid on the date of contract signed by both Parties.   (b)50 percent of the lump-sum amount shall be paid upon the completion of activities from 1 to 8, as stipulated by the ToR, including the development of a training package comprised of proper training tools and courseware, no less than 300 SMEs receive trainings to meet the objective set out by the Annual Training Workplan, and also with submission of the following:  “Annual Training Programme”, “Questionnaire on SMEs’ Awareness of Biodiversity Adapting to Climate Change”, “Study Report on SMEs’ Awareness of Biodiversity Adapting to Climate Change”, “Study Report on Integrating Biodiversity into a Specialized Promotion Mechanism of National SME Service System”, “Compilation of Good Practices of SMEs Engaging in Biodiversity”.  50% of contract price will be made after the deliverables are reviewed and accepted by FECO.  (c)the remaining (20%) of contract price will be made after all activities are carried out and all deliverables set forth by the ToR are delivered, reviewed and accepted by the FECO. |
| **7.1** | The standard of the breach of contract damages: 0.04 % of the total contract amount per day. |
| **9.2** | The notification addresses are:  For FECO: Houyingfanghutong No.5, Xicheng District, Beijing PRC 100035  For the Consultant: Zhao Yang, Tel. 01082268759 |
| **10** | This Contract has 5 originals; FECO holds [4] and the Consultant holds [1]. |

IV. Appendices

Appendix A – Description of Services

**Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B - Reporting Requirements

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Appendix C - Key Personnel and Sub-Consultants

**Note:** List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government’s country, and estimated staff-months for each.

C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government’s country.

C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

Appendix D - Form of Advance Payments Guarantee

**Note**: See Clause GC 6.4(a) and Clause SC 6.4(a).

Bank Guarantee for Advance Payment

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]

**Beneficiary:** Foreign Economic Cooperation Office, Ministry of Environmental Protection \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ Address of FECO]

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, 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 [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])[[1]](#footnote-1)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract.

This guarantee shall remain valid and in full effect form the date of the advance payment received by the Consultant under the Contract until [ date ].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[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.

1. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency of the advance payment as specified in the Contract. [↑](#footnote-ref-1)