REQUEST FOR PROPOSALS

GEF/UNDP reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China project

Management and technology policies research on ecological design of electric and electronic equipment products in China

Foreign Economic Cooperation Office

Ministry of Environmental Protection

April 26, 2017
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 Global Environment Facility (GEF) toward the cost of project "Reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China" (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: Management and technology policies research on ecological design of electric and electronic equipment products in China. 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,

Foreign Economic Cooperation Office, Ministry of Environmental Protection
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 misrepresentation 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 or 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 part 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 its Proposal 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 duly 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

\[
\text{financial proposal score} = \frac{\text{lowest qualified price} \times 1000}{\text{Evaluated price}}
\]

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 former 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 \((T = \text{the weight given to the Technical Proposal}; P = \text{the weight given to the Financial Proposal}; T + P = 1)\) indicated in the Data Sheet:

\[
\text{Total Score} = \text{technical score} \times T + \text{financial score} \times P.
\]

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. 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

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Method of selection: examine both technical and financial proposal. Name of the assignment is: Management and Technology Policies Research on Ecological Design of Electric and Electronic Equipment Products in China</td>
</tr>
<tr>
<td>1.2</td>
<td>Firms/organizations may associate with each other in the form of a joint venture: Yes</td>
</tr>
<tr>
<td>1.3</td>
<td>MEP/FECO will provide the following inputs and facilities: No</td>
</tr>
<tr>
<td>1.7.2</td>
<td>Other qualifications need to be met by offerors include: No</td>
</tr>
<tr>
<td>1.9</td>
<td>Proposals must remain valid 90 days after the submission date</td>
</tr>
<tr>
<td>2.1</td>
<td>Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: 5 Houyingfang Hutong, Xicheng District, Beijing, P.R. China. Facsimile: +86-10-82200527, E-mail: <a href="mailto:shi.shengnan@mepfeo.org.cn">shi.shengnan@mepfeo.org.cn</a></td>
</tr>
<tr>
<td>3.2</td>
<td>Proposals shall be submitted in the following language: either Chinese or English</td>
</tr>
<tr>
<td>3.6</td>
<td>All prices shall be quoted in: China Yuan(CNY)</td>
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<tr>
<td>4.1</td>
<td>The Proposal submission address is: 710 Room, 5 Houyingfang Hutong, Xicheng District, Beijing, P.R. China. Contacts: Suizi Xiao, Postal Code: 100035. Proposals must be submitted no later than the following date and time: May 23, 2017</td>
</tr>
<tr>
<td>4.7</td>
<td>Offeror must submit the original and 6 copies of the Technical Proposal, and the original of the Financial Proposal.</td>
</tr>
<tr>
<td>5.3</td>
<td>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: a) Should have China Metrology Accreditation (CMA); b) Undertook the ecological design of industrial products, management of chemical in products and research work in related fields; c) Being familiar with relevant domestic and foreign documents of policies and regulations and management provisions concerning the ecological design of electric and electronic equipment products, those which undertook related international projects are preferred;</td>
</tr>
</tbody>
</table>
d) Institutions which are familiar with the management provisions of chemicals in industrial products and undertook projects in the field of POPs are preferred; 40

e) Institutions which have the related experiences on life cycle assessment of products are preferred. 20

f) Institutions which have the ability to provide relevant state ministries and commissions, local governments and enterprises with decision-making support services are preferred 20

Total points for criterion (i): 200

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

a) Technical approach and methodology 150

b) Work plan 150

c) Organization and staffing 100

Total points for criterion (ii): 400

(iii) Key professional staff qualifications and competence for the assignment:

a) Team Leader

a) Should have a PhD degree or the title of a senior professional post or above and at least 5 years of working experience in the fields of the ecological design of electric and electronic equipment products, environmental protection and the chemicals management; 60

b) Being familiar with domestic and foreign provisions related to the ecological design of electric and electronic equipment products/the chemicals management; 60

c) Those who are familiar with the requirements of the Stockholm Convention and related research background in the field of POPs in electric and electronic equipment products are preferred; 30

d) Similar project experience and language proficiency. 50

b) Team members

e) Team members shouldn’t less than 12, at least 3 people should have a PhD degree or the title of a senior professional post or above in the environment, chemistry, electronic engineering field and related fields; 60

f) Being familiar with domestic and foreign provisions related to the ecological design of electric and electronic equipment products/the chemicals management; 60

g) Those who are familiar with the requirements of the Stockholm Convention and related research background in the field of POPs in electric and electronic equipment products are preferred; 30

h) Similar project experience and language proficiency. 50

Total points for criterion (iii): 400

The minimum technical score required to pass is: **750** Points

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**5.7**

The weights given to the Technical and Financial Proposals are:

\[
T = 0.8, \quad P = 0.2
\]

**7.2**

Expected date for commencement of consulting services

July, 2017 at Beijing
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 Vitae (CVs) of the team members signed by 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]

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. 3.5 of 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 figures].

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:

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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

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<thead>
<tr>
<th>Breakdown Items</th>
<th>Name</th>
<th>Position</th>
<th>Staff-month Rate</th>
<th>Input (Staff-months)</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>1. Remuneration for Staff</td>
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<td>Subtotal</td>
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<td>2. Travel Expenses²</td>
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<td>3. Communication Costs³</td>
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<td>4. Printing Expense</td>
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<td>5. Convention Expense</td>
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<td>6. Materials Costs</td>
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<td>7. Testing Expense⁴</td>
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<td>Total Price</td>
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[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. For details of requirements of test samples see TOR.
5. Cost of such further items required for purposes of the Services not covered in the foregoing.
Section 5. Terms of Reference

GEF/UNDP Reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China Project

Management and technology policies research on ecological design of electric and electronic equipment products in China

Terms of Reference

April, 2017
1. Background

The Stockholm Convention on Persistent Organic Pollutants (Stockholm Convention on POPs) is a global treaty designed to protect human health and the environment from persistent organic pollutants (POPs). On May 23, 2001, the Chinese Government signed the Stockholm Convention as one of the first batch of signatory countries. The Stockholm Convention was entered into force for China since November 11, 2004.

In order to fulfill relevant requirements of National Implementation Plan under the Stockholm Convention (NIP), effectively reduce the release of POPs to the environment within the life cycle of electric and electronic equipment products and protect the ecological environment, the Foreign Economic Cooperation Office (FECO) of the Ministry of Environmental Protection collaborated with the United Nations Development Programme (UNDP) on the development of the Global Environment Facility (GEF) Project “Reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China”. The planned implementation period of this project is 4 years, and the total budget is $58.65 million, of which the GEF grants is $11.65 million.

The FECO, as the National Implementing Agency of this project, is responsible for the overall coordination and management. The project will improve policy standards, strengthen regulatory capacity and carry out the demonstration of ecological design, recycling system and disposal technology and other activities through the whole life cycle analysis of electric and electronic equipment products, thus promoting the perfection of the environmentally sound management system and technical standard system for electric and electronic equipment products in China.

The 13th “Five-Year Plan” Proposal adopted at the 5th Plenary Session of the 18th Central Committee of CPC laid the concept of green development as one of its five major development goals in a separate chapter and made key strategic deployment over ecological civilization construction and environmental protection. Chinese Government issued two documents of Opinions on Accelerating the Promotion of Ecological civilization Construction and the Master Plan on Institutional Reform of Ecological Civilization. All these documents defined the notion, principles, targets and tasks for eco-environmental treatment for China during the next five
years and even further and have acted as the top-level design and roadmap for China's ecological civilization construction and green development. In November 2016, the State Council issued the "13th Five Year Plan for Ecological Environmental Conservation" as an effective way to realize the reform in the field of ecological civilization and remedy the environmental weakness in building an overall well-off society, requesting to strengthen source prevention and control, lay a solid foundation for green development, promote green manufacturing and the production and supply of green products and push forward supply-side structural reform. In order to implement the supply of green products and push forward supply-side structural reform, the state has issued a series of documents such as the "Scheme to Implement Extended Producer Responsibility System" and the "Opinions on Establishing a Unified System of Green Product Standard, Certification and Labeling". Thus the implementation of ecological design has become an important means to fulfill the tasks.

According to the project design, 6 kinds of electric and electronic equipment products such as television, refrigerators, washing machines, air conditioners, computers and mobile phones in the “Catalog of waste electronic and electric equipment products for treatment (2014)” will be selected during the implementation period of project. By centering on the emission reductions of major persistent organic pollutants and persistent toxic substances (POPs/PTS), energy saving, water saving and recycling and applying product ecological design, the project will explore the management modes and technical routes for reducing the release of pollutants in the whole life cycle of products, support the government to make relevant decisions and enhance the enterprises' ecological design level and green product development capability.

2. Category of Ecological Design

Ecological design is to systematically consider the influence of all links such as raw material selection, production, sales, use, recovery and processing on resources and environment during the product design and development stages according to the concept of whole life cycle, strive to minimize resource consumption in the whole life cycle of products, use little or no raw materials containing toxic or harmful substances and reduce the pollutants generated and released, thus realizing the activities for environmental protection. Ecological design should consider the following elements (including but not limited to):

- **Minimizing environmental risks:** Reduction of environmental risk of chemicals in
products, biodegradable materials, waste minimization, and the minimization of environmental release;

- **Maximizing cyclic utilization:** Realizing the maximization of product recycling and material regeneration;

- **Efficient green energy and resource utilization:** Minimizing the consumption of energy, water, materials and other resources and maximizing the use of green renewable energy in the whole life cycle;

- **The persistence of social responsibility:** Realizing the biodiversity conservation and the protection of human civilization/culture, and conforming to the national strategy without losing functionality and convenience.

3. **Work Objectives**

The terms of reference has the following main work objectives: It is planned to employ a qualified institution to research domestic and foreign policy and technology experiences on the ecological design of products, analyze 6 kinds of electric and electronic equipment products such as television, refrigerators, washing machines, air conditioners, computers and mobile phones in the “Catalog of waste electronic and electric equipment products for treatment (2014)”, explore the whole life cycle management modes and technical routes by centering on the emission reductions of major POPs/PTS, energy saving, water saving, recycling, complete the suggestion draft on the ecological design guidance for 6 kinds of electric and electronic equipment products and ecological design evaluation system for the manufacturing enterprises of electric and electronic equipment products, guide the enterprises to demonstrate implementation and validation, support the government to make relevant decisions and enhance the enterprises' ecological design level and green product development capability.

4. **Work Contents**

In order to achieve the objectives determined by the terms of reference, the following activities should be carried out (including but not limited to):

1) **Carrying out the policy research of domestic and foreign ecological design of electric and electronic equipment products and the implementation effect evaluation**

Based on literature retrieval and expert meeting, the legislative situation and regulation system on electrical and electronic equipment management in US, EU and
other developed countries should be systematically summed up. To research the concept of product ecological design, comb the present development status and development trend of and the management measures for product ecological design in national and international electric and electronic equipment industry, compare the policy environment of and the implementing measures for and the results of implementing the ecological design of electric and electronic equipment products at home and abroad, analyze the gaps and problems concerning China's implementation of the ecological design of electric and electronic equipment products; complete the report on policy research and implementation effect evaluation for the ecological design of electric and electronic equipment products at home and abroad. In order to complete this activity, the following documents should be included but not limited to:

- European Union eco-design directive and related regulation such as Restriction of Hazardous Substances (RoHS), Enter-related Products
- America Environmental Design of Electrical Equipment Act (EDEE), Electronic Waste Recycling Act

2) Carrying out detection, analysis and investigation of chemicals in China's electric and electronic equipment products

Based on the literature retrieval and investigation, centering on 6 kinds of electric and electronic equipment products such as TV sets, refrigerators, washing machines, air conditioners, computers and mobile phones in the “Catalog of waste electronic and electric equipment products for treatment (2014)” and aiming at POPs, high-risk chemicals listed in the REACH regulation of EU and other state-specified harmful substances that may be contained in these products, the application of chemicals in the printed circuit boards, displayers, shells, coating materials, thermal insulation materials and other components and parts of 6 kinds of main products, and the related information on recourses, energy and economy should be combed preliminarily.

Several representative brands and mainstream types of products at the Chinese market (at
least 2 kinds of representative products should be selected for each kind of product in the catalog, and 3 product samples should be selected for each representative product) should be selected. According to the application of chemicals in 6 kinds of main products, the POPs, PTS and other priority chemicals of concern in their production process and finished goods should be investigated, sampled, tested and analyzed. The test should include the testing research on the content of at least 6 kinds of chemical substances (including Lead and its compounds, mercury and its compounds, Cadmium and its compounds, Chromium IV compounds, PBB, PBDE) in key components such as electronic circuit boards, displayers, shells, coating materials and thermal insulation materials of the above-mentioned 6 kinds of products.

3) Carrying out environmental impact analysis in the whole life cycle of 6 kinds of typical electric and electronic equipment products

Based on the above information, the environment in the links of product use and waste disposal should be simulated so as to test the amount of potential toxic and hazardous material released in the links of product use and waste disposal. Based on the test results, the products' potential risks of chemical release in the links of production, use and waste disposal should be assessed, and the environmental risk assessment report on POPs and toxic and hazardous chemicals in China's electric and electronic equipment products should be compiled and completed.

Using the the Life Cycle Assessment (LCA) analysis tool recognized at home and abroad, the basic data on environmental impact should be collected in each link of the product life cycle, the quantitative analysis can be carried out mainly in terms of environment, energy and economic. According to the analysis result, the emphasis and concrete scheme for improving the ecological design of 6 kinds of products can be put forward, and the life cycle assessment report of electric and electronic equipment products can be prepared in China.

Consolidating the above information, the research on alternative products and raw materials to POPs, PTS and other priority chemicals of concern in 6 kinds of products should be carried out, the potential of POPs and PTS reduction in the whole life cycle of electric and electronic equipment products should be assessed, combined with energy consumption, economic and other factors, the overall technology roadmap of replacement should be put forward.

4) Carrying out the research on ecological design evaluation system and product
technical guide for the manufacturing enterprises of electric and electronic equipment products

In combination with the development demand for green transformation of China's electric and electronic equipment industry and the results of LCA evaluation and environmental risk assessment, centering on the above 6 kinds of main electric and electronic equipment products, the resources, energy, environment, quality and other factors in the production of electric and electronic equipment products should be considered, in combination with the national standards on eco-smart design, including, inter alia, General Principles for Eco-design Product Assessment, the technical guide for 6 products should be put forward preliminary. In combination with implementation of China pilot projects on eco-design of industrial products, the ecological design evaluation system for the manufacturing enterprises of electric and electronic equipment products should be put forward preliminary.

Assist FECO in guiding related enterprises in their product production and design, track the ecological design activities progress of the demonstration enterprises under this project, combining the objectives of The Opinions on Establishing a Unified Standardization, Certification, and Labeling Framework for Green Products, guide the demonstration enterprises under this project to complete the eco-design of electrical and electronic equipment products with less energy-consuming, low pollution emission, low toxicity and less hazardous substance, easy recycling and reuse, high quality and other characters, check and inspect the technical research and development activities of the demonstration enterprises, and put forth suggestions and opinions so as to ensure the technical feasibility of demonstration activities. At the same time, the assessment report on demonstration enterprises' ecological design should be completed.

Combined with the activities conducted by the project demonstration enterprises, based on the tracking and empirical evaluation of the ecological design made by pilot enterprises, the above technical guide and ecological design evaluation system should be verified and improved, the evaluation procedure and evaluation methods should be put forward, thus providing a reference for the various enterprises within the industry and improving the ability of ecological design of electric and electronic equipment products in China.

Reports on technical guide for ecological design of 6 kinds of products and the research reports on ecological design evaluation system for the manufacturing enterprises of electric and
electronic equipment products in China will be formulated, including:

- The technical guide for ecological design of television
- The technical guide for ecological design of refrigerators
- The technical guide for ecological design of washing machines
- The technical guide for ecological design of air conditioners
- The technical guide for ecological design of computers
- The technical guide for ecological design of mobile phones
- The research report on the evaluation system of ecological design for the manufacturing enterprises of electric and electronic equipment products in China

5) Carrying out the study of policy recommendations on ecological design of electric and electronic equipment products in China

To analyze relevant domestic and foreign policies and standards about the design for electrical and electronic equipment production, make strict requirements on the quantity limits of main concentration chemicals in electric and electronic equipment products in China, summarize the development, implementation process and effect of and the existing issues concerning the policy system for legislation and management of product ecological design in China, put forward the countermeasures for China to implement the ecological design of electric and electronic equipment products and formulate, combination with the newly issued and implemented policy and standards on industrial products eco-design, concentrating on development demand for green development of China's electric and electronic equipment industry during the next five years and even further, formulate the draft on policy recommendations for China to implement ecological design and promote its issuance and implementation.

6) Completing other related work


To assist and cooperate with the national project team in completing other work relating to ecological design activities and provide technical support, participate in related working conferences under the project on schedule, prepare PPT according to the requirements, as well
as make speeches at the meetings; promptly reply relevant questions and suggestions for revision proposed by GEF, UNDP and FECO; and accept the project team's inspection and audit for the completion of work.

5. Output Report

According to the contents of activities, at least one sealed hard copy and one PDF scanned copy in electronic edition of the following reports should be submitted in written form.

1) Detailed implementation plan (in Chinese);

2) The report on policy research and implementation effect evaluation for the ecological design of electric and electronic equipment products at home and abroad (both in English and Chinese);

3) The environmental risk assessment report on POPs and toxic and hazardous chemicals in China's electric and electronic equipment products (both in English and Chinese);

4) The Life Cycle Assessment report for six kinds of electric and electronic equipment products (both in English and Chinese);

5) The technical guide for ecological design of six kinds of electric and electronic equipment products (both in English and Chinese);

6) The research report on the ecological design index system for the manufacturing enterprises of electric and electronic equipment products in China (both in English and Chinese);

7) The draft on policy recommendations for China to implement the ecological design of electric and electronic equipment products (both in English and Chinese);


6. Requirements on Consultancy's Qualification

The institution or association that undertakes this consulting service needs to have at least the following qualifications:

a) Should have China Metrology Accreditation (CMA);

b) Undertook the ecological design of industrial products, management of chemical in products and research work in related fields;

c) Being familiar with relevant domestic and foreign documents of policies and
regulations and management provisions concerning the ecological design of electric and electronic equipment products, those which undertook related international projects are preferred;

d) Institutions which are familiar with the management provisions of chemicals in industrial products and undertook projects in the field of POPs are preferred;

e) Institutions which have the related experiences on life cycle assessment of products are preferred.

f) Institutions which have the ability to provide relevant state ministries and commissions, local governments and enterprises with decision-making support services are preferred.

The core members of project should be composed of the persons with the following qualifications:

a) The project leader should have a PhD degree or the title of a senior professional post or above and at least 5 years of working experience in the fields of the ecological design of electric and electronic equipment products, environmental protection and the chemicals management;

b) Team members shouldn’t less than 12, at least 3 people should have a PhD degree or the title of a senior professional post or above in the environment, chemistry, electronic engineering field and related fields;

c) Being familiar with domestic and foreign provisions related to the ecological design of electric and electronic equipment products/the chemicals management;

d) Those who have the ability to conduct international communication are preferred;

e) Those who are familiar with the requirements of the Stockholm Convention and related research background in the field of POPs in electric and electronic equipment products are preferred.

7. Work Schedule Requirement

All the work contents should be completed during the period from the Contract Signing Date to May 31, 2018. The concrete contents shall be subject to the implementation plan submitted.
## Schedule for Project Implementation

<table>
<thead>
<tr>
<th>Task</th>
<th>Year (Quarter)</th>
<th>2017</th>
<th>2018</th>
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<tr>
<td>1</td>
<td>Holding project workshop, arranging division of labor for project, organizing the work of project implementation and work out the implementation plan</td>
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<td>1) the report on policy research and implementation effect evaluation for the ecological design of electric and electronic equipment products at home and abroad</td>
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<td>2) The environmental risk assessment report on POPs and toxic and hazardous chemicals in China's electric and electronic equipment products</td>
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<td>3) The technical guide for ecological design of six kinds of electric and electronic equipment products</td>
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<td>2</td>
<td>4) The Life Cycle Assessment report for six kinds of electric and electronic equipment products</td>
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<td>5) The research report on the ecological design index system for the manufacturing enterprises of electric and electronic equipment products in China</td>
<td>✓</td>
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<td>6) The draft policy recommendations for China to implement the ecological design of electric and electronic equipment products</td>
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<td>Summary and acceptance work</td>
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Section 6. Standard Form of Contract

CONTRACT FOR CONSULTANT’S SERVICES

Contract No.: 

GEF/UNDP reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China project

Management and technology policies research on ecological design of electric and electronic equipment products in China

BETWEEN

Foreign Economic Cooperation Office, Ministry of Environmental Protection
[name of the Party A]

AND

[name of the Party B]

Dated: __________________________
Party A: Foreign Economic Cooperation Office, Ministry of Environmental Protection
Residential Address: 5 Houyingfang Hutong, Xicheng District, Beijing, P.R. China
Telephone: +86-10-82268810 Facsimile: +86-10-82200510

Party B: 
Residential Address:  
Telephone:  Facsimile:  

Whereas in the Contract, Party A shall entrust Party B to provide the consulting services for the sub-project of management and technology policies research on ecological design of electric and electronic equipment products in China and pay the consulting fee. Through equal consultation and on the basis of authentic, adequate and independent expression of each Party’s willingness, the agreement, concluded by both Parties in accordance with the “Contract Law of the People’s Republic of China” and relevant provisions and binding upon both Parties, is as follows:

1. Party A’s responsibilities and obligations
   1. Party A is GEF/UNDP reducing of POPs and PTS release by environmentally sound management throughout the life cycle of electrical and electronic equipment and associated wastes in China project.
   2. Party A shall entrust Party B to provide the consulting services and pay Party B the consulting fee according to the Agreement.
   3. Party A shall be responsible for the management of the entrustment items. Party A shall appoint Yangzhao Sun as Party A’s project contact person, who shall be responsible for coordinating various activities stipulated in the Contract.

II. Party B’s responsibilities and obligations
   1. Party B shall, as requested by Party A and within the service term stipulated hereby, provide Party A with consulting services concerning the sub-project of management and technology policies research on ecological design of electric and electronic equipment products in China, the specific contents include:
      Party B shall fulfill the Contract obligations according to clauses stated in the Contract Appendix Proposals compiled by Party B and TOR for the sub-project of Management and technology policies research on ecological design of electric and electronic equipment products in China.

III. Submission and acceptance check of work outcomes
   1. Party B shall, in the way stipulated in the Contract or confirmed by Party A, submit the work outcomes to Party A on the date specified in the Contract.
   2. Party A shall, on the date stipulated hereby or within a reasonable time limit, check the work outcomes submitted by Party B in accordance with the Contract stipulation and notify Party B the result.
   3. In case Party A holds a dissent on the work outcomes or report submitted by
Party B, Party A shall send a written dissent to Party B within 10 working days after completing the acceptance check and ask Party B to adopt necessary remedial measures within time limit. In case the Contract standard still cannot be met after two times of remedial measures adopted by Party B, Party A has the right to terminate the Contract under Clause X hereby and hold Party B liable for breach of Contract.

4. Party B shall ensure the accuracy and integrity of the work outcomes submitted by Party B and hold responsible for the losses caused by decisions made by Party A according to Party B’s Consultation Report and opinions that are up to the Contract standard.

IV. Consulting service fee and payment

1. Party A shall pay Party B a total sum of as **RMB** consulting fee (insert amount in words and figures), in which any cost and expense (including, but not limited to, expenses incurred from surveys and research, analysis and demonstration, experiments and measurements, printing and mailing) and tax payments incurred to Party B in completing the Contract work shall be included.

2. Payment terms

1) _10%_ of the Contract amount shall be paid by Party A after Contract was signed and the work outcome 1 detailed implementation plan (in Chinese) have been submitted by Party B to Party A;

2) _10 %_ of the Contract amount shall be paid by Party A after the work outcomes have been submitted by Party B to Party A, who has qualified the work outcome 2 The report on policy research and implementation effect evaluation for the ecological design of electric and electronic equipment products at home and abroad (both in English and Chinese) submitted by Party B;

3) _20 %_ of the Contract amount shall be paid by Party A after the work outcomes have been submitted by Party B to Party A, who has qualified the draft work outcomes 3 the environmental risk assessment report on POPs and toxic and hazardous chemicals in China’s electric and electronic equipment products (both in English and Chinese) submitted by Party B;

4) _20 %_ of the Contract amount shall be paid by Party A after the work outcomes have been submitted by Party B to Party A, who has qualified the draft Chinese version of work outcomes 4-6 the Life Cycle Assessment report for six kinds of electric and electronic equipment products, the technical guide for ecological design of six kinds of electric and electronic equipment products, the research report on the ecological design index system for the manufacturing enterprises of electric and electronic equipment products in China submitted by Party B;

5) _20 %_ of the Contract amount shall be paid by Party A after the work outcomes have been submitted by Party B to Party A, who has qualified the final work outcomes 4-6 the Life Cycle Assessment report for six kinds of electric and electronic equipment products, the technical guide for ecological design of six kinds of electric and electronic equipment products, the research report on the ecological design index system for the manufacturing enterprises of electric and electronic equipment products in China submitted by Party B;
6) **20%** of the Contract amount shall be paid by Party A after the work outcomes have been submitted by Party B to Party A, who has qualified the work outcomes 7-8. The draft on policy recommendations for China to implement the ecological design of electric and electronic equipment products, the book "Research and Application of Ecological Design of Electric and electronic equipment products in China" submitted by Party B.

3. Payment terms
   Payment terms: **bank remittance**
   Party B’s bank name, beneficiary name and account number are as follows:
   Bank name: 
   Beneficiary name: 
   Account number: 

4. Within **5 working days** after receiving the consulting service fee, Party B shall issue an eligible and effective invoice to Party A.

V. Ownership of the work outcomes

Under this Contract, any research, report, figure, chart, software or other material compiled for Party A by Party B, as well as the attached relevant rights, shall be reserved as Party A's asset, to which Party A has complete ownership and use right, including, but not limited to, the right to own, use, make profits and dispose. Unless as authorized or agreed by Party A in writing, Party B may not use or disclose them to the public. Any intellectual right such as copyright and patent right, as well as any other right, produced thereunder or through Contract execution, shall be owned by Party A exclusively, Party B may not sign to such outcomes in any name under any circumstance unless agreed by Party A in writing.

(In case Party B’s work content includes procurement of some equipment, a clause of “Equipment ownership” shall be added here, to be specified as depends.)

VI. Confidentiality agreement

1. Party B shall keep confidential the undisclosed information involving national secrets or business secrets in any tangible or intangible information and data (including, but not limited to, written words and documents, electronic information/data and emails) obtained by Party B in fulfilling the Contract obligations.

2. Unless stipulated by laws and regulations separately or approved by Party A in writing, Party B, during and after the Contract execution, may not inform or transmit the abovementioned information to any persons, institutions, governments or entities other than Party A, unless such information has lawfully become public information. Party B shall compensate Party A for its losses directly or indirectly incurred consequently by its violation of the aforementioned provision.

3. The period of confidentiality obligation shall be **5** years, unaffected by early termination of the Contract.

VII. Recusal from relevant interests

Party B shall guarantee that there are no conflicting relationship or business between Party B (including its affiliates and personnel) and Party A, Party B may not behave or participate in any activities conflicting with the fulfillment of the Contract
work or obligations, especially Party B should not participate in the supply of goods, works or services having a causal relationship with this consulting services Contract.

VIII. Code of conduct

1. Party B shall guarantee that, in executing the Contract, there is no existence of conduct infringing Party A’s interests or violating national laws, such as fraudulence or corruption;

2. Party B shall provide services thereunder by making all efforts and adhering to the highest professional standards and occupational ethics;

3. Party B shall be legally held responsible for the infringement of any third party’s patent right, trademark right or copyright resulted from the work outcomes submitted thereunder and compensate any and all losses incurred to Party A thereby; and

4. Party A has the right to request Party B to disclose any work or activities carried out during the Contract term, so as to ensure nonexistence of conflicts between such work or activities and the Contract work or the righteous fulfillment of the Contract obligations.

IX. Contract variations and transfer

1. Any modifications or variations to the Contract clauses after its conclusion, including the modifications and variations to the Appendices shall be invalid unless agreed by both Parties in writing;

2. Unless previously agreed by Party A in writing, Party B may not replace by itself the main staff members listed in the Appendices; after the replacement is agreed by Party A, Party B shall ensure the same level or capability between the new staff and the original staff; and

3. Unless previously agreed by Party A in writing, Party B may not transfer or sub-contract the core or main obligations thereof to others.

X. Early termination of Contract

1. Party A has the right to notify Party B the suspension of the payment for consulting service fee and early termination of the Contract under any one of the circumstances (1) to (7) set forth below:

(1) Party B has explicitly expressed or, shown through its behavior, its unwillingness of fulfilling the Contract obligations;

(2) Party B fails to submit partial or all work outcomes that are up to Party A’s satisfaction within the period of time specified in Clause II or the extended period agreed by Party A in writing;

(3) Party B’s behavior has violated the provisions of Clauses V, VI, VII, VIII and IX;

(4) Other violation by Party B that has resulted in the impossible realization of the Contract goals;

(5) Party B has lost or might lose its ability in fulfilling its liability;

(6) Force of Majeure that has resulted in the impossible realization of intended purpose; and

(7) Party A has the right to terminate the Contract by itself or out of other reasons with a written notice sent to Party B 30 days in advance.
2. Settlement after Contract termination:

(1) If Party A has confirmed the services provided by Party B up to date of termination, Party A shall pay Party B the amount of fees corresponding to the payment progress; and

(2) If Party A refuses to confirm the services provided by Party B prior to the date of Contract termination, Party A has the right to request Party B return, in partial or in full, the paid money.

3. In the event of Party B’s breach of the Contract, Party A’s request for early termination of the Contract shall not affect its right to ask for breach penalty and loss compensation.

XI. Liability for breach of Contract

1. Liability for malicious breach of Contract: Party A has the right to ask Party B to pay a penalty amounted to 30% of the Contract value under the circumstance of Clause X.1 (1);

2. Liability for general breach of Contract: Party A has the right to request Party B to pay a penalty amounted to 15% of the Contract value under any one of the circumstances of Clause X.1 (2), (3) and (4);

3. Overdue fine: In case the penalties under Clauses XI.1 and 2 are not paid on time, an overdue fine shall be paid at the daily rate of 0.5‰ of the total overdue amount and be calculated from the expiration date of the deadline for penalty payment;

4. Liability for overdue submission of work outcomes: In case Party B delays the submission of work outcomes, an overdue fine shall be paid at the daily rate of 0.4‰ of the total consulting service fee. The payment of such fine shall not exempt Party B from the continue fulfillment of its obligations hereby (e.g., the submission of a Consultation Report);

5. Liability for overdue payment: In case Party A fails to make the payment thereby within the period of time specified therein and still refuses to make payment within a reasonable time limit after Party B’s request in writing, Party B has the right to request Party A to pay an overdue fine at the daily rate of 0.4‰ of the overdue payment, calculated from the expiration date of the deadline for making demanded payment; and

6. In case the penalty is inadequate for compensating the losses of the non-breaching Party, such non-breaching Party has the right to request the breaching Party for compensating its losses.

XII. Force of Majeure

1. Force of Majeure means the objective situations that are unpredictable, unavoidable or unvanquishable;

2. In case any Party fails to execute or continue to execute or completely execute the Contract due to Force of Majeure, its liabilities shall be exempted partially or completely according to the impact degree of such Force of Majeure, except for legally and separately formulated provisions. In the event of Force of Majeure incurred after the delayed execution of Contract, such Party’s liabilities shall not be exempted; and
3. The Party suffered from Force of Majeure shall notify the other Party in writing within 15 days after the accident and provide a (notarized) certification certifying the occurrence of such accident or the reasons causing its inability in executing the Contract. Both Parties may, upon consultation concerning the impact degree, decide to terminate or modify the Contract.

XIII. Settlement of disputes
The Parties agree that any dispute arising pursuant to this Contract that cannot be settled amicably should be resolved by arbitration and the arbitration institute shall be Beijing Arbitration Commission.

This Clause shall not lose its validity due to any disputes, modifications, termination or invalidation of the Contract.

XIV. Service period
The service period for Party B to complete the work as stipulated by the Contract shall be from Contract Signing Date until May 31, 2018, during which Party B shall provide services specified hereby. In case Party B fails to complete the Contract workload or submit the corresponding work achievements, an extended service period shall be determined based on Party A's decision in writing.

XV. Contract period of validity
The Contract shall become effective from the date of signature and stamp affixing by both Parties until August 31, 2018, except for the circumstances set forth under Clause X.

XVI. Miscellaneous
1. Any notice or request thereunder sent to the address through express delivery, facsimile or email shall be construed as fulfillment of the notification obligation and, both Parties confirm:

   Party A's Mail Address:
   Recipient: Shengnan Shi
   P.C.: 100035
   Fax: +86-10-8220527
   Email: shi.shengnan@mepfeco.org.cn
   Telephone: +86-10-82268959

   Party B's Mail Address:
   Recipient: Telephone:
   P.C.: Fax:
   Email:

2. The following Appendices are attached to the Contract:

   Appendix I: Proposals compiled by Party B
   Appendix II: TOR for the subject of Management and technology policies research on ecological design of electric and electronic equipment products in China.

Any and all Appendices attached to the Contract shall be considered as an integral part of the Contract with same level of legal effect. In case the provisions in an Appendix are inconsistent with those in the Contract text, the Contract text shall govern. In case of inconsistency between the provisions of different Appendices, the latter shall govern.
3. The Contract is in __6__ copies with Party A holding __3__ copies (at least 3) and Party B holding __3__ copies, equally and legally effective.

Party A: Foreign Economic Cooperation Office, Ministry of Environmental Protection (Stamp)
Legal/authorized representative: ____________________________ (Signature)
Signing date: __________________________________________________________________

Party B: ____________________________ (Stamp)
Legal/authorized representative: ____________________________ (Signature)
Signing date: __________________________________________________________________