

**People's Republic of China:Guangxi Environmentally  
Sustainable Rural Development Demonstration Project**

**Legal Advisory Consulting Services**

**REQUEST FOR QUOTATIONS**

**Customer: JV of Energy and Environmental Development Research Center &  
Guangxi Chengchuang Consultation Co., Ltd**



**Date:June 24, 2025**

## REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title : Guangxi Environmentally Sustainable Rural Development Demonstration Project— Legal Advisory Consulting Services  
Source of Funding : Asian Development Bank OCR  
Contract Ref : CS-PM-1-01 Date of Issue of Request: June 24, 2025  
To : JV of Energy and Environmental Development Research Center and Guangxi Chengchuang Consulting Co., Ltd.

Sir/Madam:

1. The JV of Energy and Environmental Development Research Center and Guangxi Chengchuang Consulting Co., Ltd.(Client)hereby invites you to submit your quotation for the services outlined in Appendix A (Task Outline) of this invitation. However, if you participate in the preparation of the service scope covered by this quotation invitation, you will be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Client, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
  - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To qualify, you must have a legal expert with relevant legal, economic and financial expertise who can provide legal services covering the services covered in this quotation.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

### Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be RMB.

- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (d) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

#### Submission and Opening

- (e) Your **Form of Quotation** should be submitted by July 23, 2025 with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address: T2-2504, Dazhu Square, Beijing Economic and Technological Development Zone, Beijing   Customer address: T2-2504, Dazhu Square, Beijing Economic and Technological Development Zone, Beijing

Telephone :010-85860430

#### Evaluation and Comparison

- (f) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (g) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

#### Award of Contract

- (h) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.

- (i) The Service Provider whose quotation has been accepted will be notified by the Client within 3 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
- (1) The successful service provider shall sign the contract and comply with the terms and conditions of the contract in the appendix. In addition to the quotation, the contract price shall include value added tax (VAT) in the People's Republic of China (the country where the customer is located).
5. More information can be obtained through the following means:  
Email: tender@eed.com.cn
6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_
9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).



**FORM OF QUOTATION  
(Services)**

\_\_\_\_\_ [date]

Client's Name: JV of Energy and Environmental Development Research Center & Guangxi Chengchuang Consultation Co., Ltd

Client's Address : T2-2504, Dazhu Square, Beijing Economic and Technological Development Zone, Beijing

We offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_.

[Options for quotation: Client to select as appropriate:

**Option A:** We offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_ per unit of output as described in the **Scope of Services**.

**Option B:** We offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_ in accordance with **Price Schedule** annexed to the **Scope of Services**.

*Note: Attach a **Price Schedule form** to the **Scope of Services**.]*

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: \_\_\_\_\_

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Fax Number, if any : \_\_\_\_\_

Email address (optional) : \_\_\_\_\_

### **ACCEPTANCE**

The Client accepts the Service Provider's offer to provide the service.

Name of Client : JV of Energy and Environmental Development Research Center & Guangxi Chengchuang Consultation Co., Ltd

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

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

**PRICE SCHEDULE**

*[For use under Option B Form of Quotation]*

Item no.	Item or Activity	Unit	Unit Price
1			
2			
3			
4			
5			
6			



## CONTRACT

**Name of Country:** People's Republic of China

**Project Name:** Guangxi Environmentally Sustainable Rural Development Demonstration Project

Contract name: Legal Advisory Consulting Services

Contract No.: CS-PM-1-01

This Contract is entered into on \_\_\_\_\_ [date] day of \_\_\_\_\_ [month], \_\_\_\_\_ [year], between \_\_\_\_\_ [name of Client] (hereinafter called "the Client") on the one part, and \_\_\_\_\_ [name of Service Provider] (hereinafter called "the Service Provider") on the other part.

Whereas the Client has requested a quotation for \_\_\_\_\_ [description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_\_\_\_\_ [amount in words] [amount in figures] hereinafter called "the Contract Price".

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation**, with **Scope of Services** and **Appendix** [and **Price Schedule** under Option B form of quotation]; and
  - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of the People's Republic of China on the date indicated above.

**Signature and seal of the Client:**

For and on behalf of

**Signature and seal of the Service Provider:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

# CONTRACT TERMS AND CONDITIONS

Project Name: Guangxi Environmentally Sustainable Rural Development Demonstration Project——Legal Advisory Consulting Services

Client: JV of Energy and Environmental Development Research Center & Guangxi Chengchuang Consultation Co., Ltd

Contract No.: CS-PM-1-01

## 1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

## 2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

## 3. Language

All communications and documents related to the Contract shall be in English.

## 4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

## 5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

## 6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

**7. Service Completion Schedule**

The term of this contract is from the effective date of the contract until December 31, 2030.

**8. Fixed Contract Price**

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 10 [Payment] below.

**9. Taxes and Duties**

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

**10. Payment**

After the service provider submits the payment application and the customer verifies the application, the customer will pay the contract price in the following manner:

- (a) Within one month after the effectiveness of this contract, the "Legal Service Work Plan (Including Legal Training Plan)" shall be delivered. Within 60 days after the client's approval, 10% of the total contract amount shall be paid.
- (b) 15% of the contract amount shall be paid after each annual work progress report is submitted and approved by the customer, a total of 5 annual progress reports.
- (c) 15% of the contract amount will be paid after the completion report is submitted and approved by the customer.

**11. Resolution of Disputes**

The Customer and the Service Provider shall make every effort to resolve any dispute or controversy arising out of or in connection with this Contract through direct and friendly negotiation. If the dispute cannot be resolved by both parties, it shall be submitted to Beijing Arbitration Commission for arbitration.

**12. Independent Service Provider**

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

**13. Intellectual Property Rights**

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

**14. Failure to Perform**

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

**15. Termination Due to Integrity Violation**

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

**16. Other Grounds for Termination**

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

**17. Force Majeure**

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**18. Suspension of ADB Loan or Credit.**

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

**19. Termination Notice Due to Non-payment**

If the Service Provider has not received payments due within the 28 days as provided for in Clause 10 [Payment], the Service Provider may immediately issue a 14-day termination notice

**Asian Development Bank**  
**Guangxi Environmentally Sustainable Rural**  
**Development Demonstration Project**  
  
**Legal Advisory Consulting Services**  
  
**Terms of Reference**

**Prepared by Agency: JV of Energy and Environmental Development  
Research Center & Guangxi Chengchuang Consultation Co., Ltd**

**Date: June 24, 2025**

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## **I. Project background**

### **(I) Introduction**

Guangxi Zhuang Autonomous Region (Guangxi) is one of the less developed provinces in China, ranking towards the lower end in terms of per capita GDP among the 31 provinces nationwide. It has a total population of 50.13 million, with a large rural population accounting for 43.21% of the total, showing a significant disparity in per-capita income between urban and rural residents. Guangxi has a total land area of 237,600 km<sup>2</sup>, of which about 18.46% is cropland. The year-around moderate climate and the region's biosphere are favorable for agricultural production. Its geographical advantage also provides high potential of its agricultural products access to nearby markets.

In order to promote the green and high-quality agricultural and rural development in Guangxi, enhance its overall strength in agriculture and rural areas, and foster sustainable rural environmental development, the Chinese Government has requested Asian Development Bank (ADB) to provide loans and technical assistance for Guangxi Environmentally Sustainable Rural Development Demonstration Project (the Project) for a loan of CNY 1.099275 billion from the ADB's ordinary capital resources to help finance the Project, with a loan term of 20 years, including a grace period of 6 years. The total investment of the Project is CNY 3.075558 billion. The Project will adopt integrated solutions to bring a paradigm shift in rural development by promoting innovative practices, supporting rural green economic development, and delivering rural climate resilience.

The Executive Agency (EA) is the Government of the Guangxi Zhuang Autonomous Region, represented by the Guangxi Department of Agriculture and Rural Affairs. Authorized by DARA, Guangxi Administration Center of Foreign Funded Project for Agriculture is the project management office (PMO) of the Project, which is also the implementing agency (IA) of Output 1 of the Project. Guangxi Beibu Gulf Bank (GBGB) is selected as the financial intermediary (FI), which is also the IA of the Output 2 of the Project.

### **(II) Project outputs**

The Project includes two components, respectively "Project Loan" (Output 1) and "Financial Intermediary Loan" (FIL, Output 2). Under the FIL component, GBGB has been selected as the FI to channel the loan proceeds to the qualified sub-borrowers of qualified sub-project.

Output 1: Institutional capacity for environmentally sustainable rural development strengthened. This output will include (i) developing the provincial level low-carbon and green agriculture sector development road map and action plan for climate resilience and environmentally sustainable rural development; (ii) promoting new low-carbon and sustainable agriculture practice technologies and applications; (iii) building a digital management information system platform at DARA to efficiently support monitoring, evaluation, verification, and reporting of the environmental, social and governance (ESG) performance; (iv) incubating innovation and disseminating knowledge solutions within China and other ADB developing member countries; (v) enhancing capacity and raising awareness of sustainable and climate-resilient agriculture practices among the government agencies at various levels of Guangxi, agribusiness enterprises, practitioners, financial institutions; and (vi) supporting project management and implementation, including by promoting inter-agency coordination and cooperation.

Output 2: Rural environmental, social, and governance financing facility established and operationalized. Under this output, the Project will establish and operationalize a rural ESG financing facility through an ADB FIL to improve access to finance for small and medium enterprises (SMEs) in sustainable and value-added agriculture production, processing, and value chain development. The FIL modality will enable ADB and the government to establish partnerships with local commercial banks to channel funding to SMEs for sustainable agriculture investments. In addition, the ADB financing will mobilize co-financing from participating domestic commercial banks to promote investments in sustainable agribusiness, and thereby accelerate environmentally sustainable rural development through a market-oriented approach.



## **II. Objectives of consulting services**

The objective of the legal advisory services is to engage a law firm with solid credentials and a proven track record in the relevant fields to support the project implementation agency throughout the project lifecycle. Services shall cover end- to- end contract management, dispute mediation, compliance support, specialized assignments, legal training, and any other project- related legal matters. All legal advisory work provided by the firm must be carried out in accordance with ADB's applicable policies, guidelines and procedures, and contribute to enhancing the quality and efficiency of each stage of project implementation, thereby helping to achieve the project's overall objectives.

## **III. Contents of services and requirements**

1. Provide comprehensive legal advisory services to the Project Implementation Agency (PMO) and the project implementation support consulting firm (PIS consulting firm) throughout the entire project implementation process.

2. At the request of the PMO or the PIS consulting firm, participate in the drafting, review, and amendment of all contracts, agreements, and other legal documents arising during project implementation.

3. Assist the PMO and the PIS consulting firm in monitoring and controlling the execution of project contracts.

4. Assist the PMO and the PIS consulting firm in reviewing and handling contract variations, disputes, terminations, and related matters.

5. At the request of the PMO or the PIS consulting firm, participate in the review and amendment of bidding documents and other legal paperwork, engage in contract negotiations/consultations, and provide legal opinions.

6. Supply relevant information on international and domestic laws and regulations pertaining to the project.

7. Provide oral or written legal opinions on project- related matters as requested by the PMO or the PIS consulting firm.

8. Assist the PMO and the PIS consulting firm in managing all kinds of disputes and disagreements with third parties arising during project implementation.

9. Issue lawyer's letters or act as a witness in legal matters upon request by the PMO or the PIS consulting firm.

10. Issue formal legal statements upon authorization by the PMO and the PIS consulting firm.

11. Represent the PMO in litigation and arbitration proceedings related to the project as entrusted by the PMO and the PIS consulting firm (fees for such representation to be billed separately).

12. Conduct commercial and social- organization credit investigations of relevant partner entities at the request of the PMO and the PIS consulting firm (government fees incurred during the investigation will be reimbursed at cost).

13. Provide legal advisory services to designated project implementing agencies / entities (such as the financial intermediary agency, loan- recipient agribusinesses, cooperatives, and family farms), as nominated by the PMO and the PIS consulting firm.

14. Assist the PMO in establishing and periodically reviewing internal management policies and procedures related to the project.

15. At the request of the PMO or the PIS consulting firm, deliver an annual training session or legal seminar on relevant laws and regulations tailored to project management needs and characteristics.

16. Undertake any other legal matters requiring advisory services.



#### **IV. Duration of service**

The term of this contract is from the effective date of the contract until December 31,2030.

#### **V. Implementation arrangements**

During project implementation, the selected law firm will establish a team of legal experts to deliver legal advisory services. A total of 22 person-months of national legal advisory services will be required. 1. The consulting services will be financed by the ADB loan proceeds, and the law firm will be recruited by the PMO according to Procurement Regulations for ADB Borrowers - Goods, Works, Non-consulting and Consulting Services (2017, as amended from time to time). 2. The law firm shall be selected through a Request for Quotation (RFQ). The services will be provided in Guangxi, and the requirements for key legal advisory experts are set out in Table 1.

Table 1: List of Key Experts and Inputs

Sl.	Experts	Input (person - month)
1	Legal experts	10
2	Legal expert assistants	12
Total		22

#### **VI. Qualification requirements:**

##### **(I) Law firm qualification requirements**

1. The firm must have strong credibility and a proven track record. Legal service experts should possess relevant knowledge and experience in financial services; familiarity with international financial institutions' lending rules, full- cycle project legal affairs, and compliance requirements is preferred.

2. The firm and its lawyers must hold valid practice qualifications, and the lawyers shall maintain current practice certificates and have no record of significant professional misconduct. Team members should demonstrate consulting expertise in areas such as international financial law, contract law, and project management, and be capable of responding efficiently to legal needs. Firms with branches in Guangxi or teams that have participated in similar local projects will be given priority.

##### **(II) Requirements for the key experts**

The specialists are preferably required to have: (i) relevant degrees and qualifications; (ii) sound technical experience in relevant professional fields with sufficient practice.

##### **1. Law experts (10 person-months)**

Legal experts shall be specifically responsible for the legal advisory services agreed upon in this TOR. Experts preferably hold a bachelor's degree or above in law, economics, or finance; preferably hold an associate- senior professional title or equivalent practice qualification for at least 5 years; preferably possess 10 years of relevant professional work experience. Those who have provided legal advisory services for international financial institution loan projects implemented in Guangxi, especially those with ADB or World Bank project legal advisory experience, will be given priority. The experts shall perform but not limited to the following major tasks:

(1) Organize and coordinate all project- related legal support and advisory activities as the Legal Expert;

(2) Propose and, in consultation with the PMO, determine the overall legal support scheme for project implementation, monitoring, and evaluation;

(3) At the request of the PMO and the PIS consulting firm, assist in reviewing payment schedules, withdrawal applications, procurement progress, contract execution, etc., and provide written review opinions to the PMO and financial intermediary agency.

(4) Monitor and guide legal issues arising throughout the project, including compliance with key legal covenants, procurement, safeguards, ESMS, and ESG, and provide solutions for identified legal issues;

(5) Assist the IAs in resolving disputes over contract terms between experts, contractors, and other parties;

(6) Provide assistance and legal professional opinions to the project implementation agency, and support in handling contract variations, contract disputes, etc.;

(7) Assess training needs and organize trainings or seminars on legal topics related to ADB-financed project;

(8) Provide legal technical support for evaluation and assessment to the financial intermediary agency;

(9) Undertake other necessary legal tasks as jointly agreed upon by the PMO, Guangxi financial intermediary agency, and the PIS consulting firm.

## **2. Legal expert assistants (12 person-months)**

Legal Expert Assistant, preferably with a bachelor's degree or above in law and at least 3 years of relevant professional work experience. Experience in legal advisory services for ADB, World Bank, or other international financial institution loan projects is preferred. Responsible for, but not limited to, the following key tasks:

(1) Assist the Legal Expert in daily tasks and provide logistical support to ensure smooth implementation of all assignments;

(2) Support the Legal Expert in researching project-related laws and regulations, and assist in collecting and organizing relevant materials;

(3) Participate in contract reviews and negotiations, and provide legal opinions and suggestions;

(4) Assist in handling legal disputes during project implementation, including preparation of relevant documents and evidence;

(5) Assist in organizing legal training sessions, seminars, and similar activities.

(6) Assist the legal experts in identifying problems and challenges encountered in the project and provide support and coordination;

(7) Proficient in using various office softwares, and timely processing of project legal documents and files according to procedures;

(8) Assist in handling project-related telephone calls, emails and correspondence, and maintain communications with all relevant parties of the project;

(9) Manage the organization, archiving, and safekeeping of project legal documents; establish a filing system to ensure documents are complete, accurate, and retrievable; conduct comprehensive cleanup and summary of files upon project completion for future reference.

(10) Provide any other required assistance and support to the legal experts;

(11) Undertake any other duties assigned by the law experts.

## **VII. Reporting requirements**

### **(I) Deliverables**

During the project implementation period, the deliverables to be submitted by the law firm shall include but not limited to:

SL.	Deliverables	Submission time
1	Legal Service Work Plan (Including Legal Training Plan)	Within one month after the contract takes effect.
2	Annual progress report.	Before January 15 each year
3	Completion report	Within 6 months after project completion date
4	Other special legal reports required by PMO	As needed

### **(II) Reporting requirements**

(1) The “Legal Service Work Plan” shall describe the methodology for legal services in this project, including service objectives, scope of services, service delivery methods, personnel deployment, timeline, budget, and training plan, ensuring that all critical aspects of legal service work are addressed.

(2) The “Annual Progress Report” shall include an overview of annual services, covering the number and types of projects; details of legal matters handled (e.g., contract reviews, compliance audit outcomes); processes and resolutions for major legal issues; legal risk prevention measures and early- warning recommendations; legal support provided for project advancement; multi- party coordination activities; performance evaluation; experience summary; and improvement plans and outlook for the following year.

(3) The “Completion Report” shall include, but not be limited to, a summary of legal service work, covering scope and content of services; major legal issues addressed and outcomes; effectiveness of legal risk prevention; collaboration and communication with stakeholders; service quality and client feedback; experience summary; and recommendations for improvement, presenting a comprehensive record of services rendered and their value.

(4) All reports shall be submitted to ADB and the PMO for review and shall be drafted in both Chinese and English. Each report should provide one soft copy and two hard copies, submitted separately to ADB (in English) and PMO (in both English and Chinese).

## **VIII. Other requirements on law firm**

(I) The law firm shall have extensive experience in providing consulting services and implementation support for similar projects implemented in China. The law firms participating in bidding are encouraged to provide suggestions for better project implementation in their technical proposals. The cost implications of these suggestions should be clearly outlined in the financial proposals, and the proposed suggestions will be addressed during the contract negotiation.

(II) All data collected, stored, and processed by the law firm during the project’s full- cycle legal advisory services shall belong to the PMO and must not be disclosed without written consent from the PMO. Upon expiration of the contract term, all files and data shall be handed over to the PMO.

## **IX. Collaboration provided by the Client**

(I) Designate liaison staff to collaborate with the law firm.

(II) Provide necessary coordination for the law firm to carry out its services.

(III) Assist in processing work-related visas for legal experts if necessary.

**X. Payment of consulting fees**

The consulting fees will be paid proportionally based on the number and quality of work reports duly completed, submitted, and approved by the law firm, in alignment with project implementation progress.