

# Asian Infrastructure Investment Bank

B-9 Financial Street, Xicheng District  
Beijing 100033, China

March 22, 2019

## **REQUEST FOR PROPOSALS (RFP) FOR INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUARTERS BUILDING**

### **RFP NO. 415**

The Asian Infrastructure Investment Bank (AIIB) invites Proposals from Suppliers interested in the INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUARTERS BUILDING as outlined in this document. Proposals must be received by the Asian Infrastructure Investment Bank at the address specified on or before **23:59pm April 21, 2019** (Beijing time).

1. The Solicitation Documents hereunder comprise:

Annex A	Instructions to Suppliers
Annex B	Term of Reference (TOR)
Annex B-1	Drawings and Specifications
Annex C	Summary of Firm Information Form
Annex C-1	Technical Proposal Submission Form
Annex C-2	Technical Proposal
Annex C-3	Financial Proposal Submission Form
Annex C-4	Financial Proposal
Annex D	Curriculum Vitae Format
Annex E	General Terms and Conditions

2. Please be noticed that if you have intention for bidding after you review Annex B – TOR, with your request for Annex B-1 Drawings and Specifications, you shall submit filled Annex C - Summary of Firm Information Form which supports the qualification of your firm. The mandatory requirements for the supplier are:

- a) The supplier must have completed at least one information publishing system project for super grade A office in the past 5 years. The detailed requirement for the project experience refers to item 1.1 in 4.2.3 Evaluation Criteria, ANNEX A.
- b) The supplier must have project experiences in strategically designing digital signage system in the past 5 years. The detailed requirement for the project experience refers to item 1.2 in 4.2.3 Evaluation Criteria, ANNEX A.
- c) The team leader and key members of the supplier must have the ability to communicate and report in English. All the documents provided to the client must be written in English.

**Evan Shang, Senior Procurement Specialist**  
Asian Infrastructure Investment Bank  
B-9 Financial Street  
Xicheng District  
Beijing 100033, China

Sincerely,

A handwritten signature in cursive script that reads "Evan Shang".

Evan Shang

## ANNEX A

### REQUEST FOR PROPOSALS (RFP) FOR INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUATERS BUILDING RFP NO.415

## INSTRUCTIONS TO SUPPLIERS

### 1. INTRODUCTION

- 1.1 Asian Infrastructure Investment Bank (AIIB) is a newly established multilateral development bank designed to provide financial support for infrastructure development and regional connectivity in Asia. AIIB strives to be a world class multilateral financial institution built on a strong governance foundation and ethical culture. Its core principles are: transparency; openness; independence and accountability. As a new multilateral development bank in the 21st century, the AIIB's approach will be "lean, clean and green", with a focus on efficiency and sustainability. Its areas of engagement are expected to include: energy and power; transportation and telecommunications; rural infrastructure and agriculture development; water supply and sanitation; environmental protection; urban development and logistics; and other productive sectors as deemed appropriate. AIIB's Articles of Agreement came into force on December 25, 2015 and is now operational following its inauguration on 16 January 2016.
- 1.2 AIIB now invites qualified firms to submit technical and financial proposals to provide services associated with the AIIB's requirement for INFORMATION DISPLAY SERVICES FOR THE AIIB PERMANENT HEADQUATERS BUILDING.
- 1.3 A description of the Services required is described in the Terms of Reference (Annex B).
- 1.4 The cost of preparing a proposal, attendance at any pre-proposal conference, meetings shall be borne by the Suppliers, regardless of the conduct or outcome of the solicitation process. Proposals must offer Services for the total requirement; proposals offering only part of the Services specified will be rejected.
- 1.5 Suppliers may submit requests for clarification to this RFP by sending an email to the procurement contact identified in Section 1.9 below. Clarification requests must be received by the date and time stipulated in Section 2.0, Proposed Schedule. Responses will be provided to all interested Suppliers via email.
- 1.6 AIIB may, whether at its own initiative, or in response to a clarification requested by an invited firm, modify the solicitation documents by addendum. AIIB may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.
- 1.7 A proposal may be withdrawn after submission provided that written notice of withdrawal is received by AIIB prior to the deadline prescribed for submission of proposals.

1.8 All proposals shall remain valid and open for acceptance for a period of 120 calendar days after the date specified for receipt of proposals.

1.9 Effective with the release of this solicitation, all communications must be directed only Corporate Procurement Unit by email at [it.procurement@aiib.org](mailto:it.procurement@aiib.org).

## 2. **PROPOSED SCHEDULE**

2.1 The following schedule reflects the expected completion time or dates (Beijing time) but may be modified by AIIB at its sole discretion:

- ◆ Issue Request for Proposal..... March 22, 2019
- ◆ Pre-bid Conference and clarification open.....April 2, 2019
- ◆ Site Visit..... April 2, 2019
- ◆ Request for Clarification Due..... April 12, 2019
- ◆ Proposal Due Date and Time..... 23:59 pm April 21, 2019
- ◆ Oral Presentation & Q & A..... April 25~26, 2019
- ◆ Anticipated Award Date.....May 17, 2019

## 3. **SUBMISSION OF PROPOSAL**

3.1 Suppliers' Proposals, **in electronic version**, must be submitted simultaneously by email to [it.procurement@aiib.org](mailto:it.procurement@aiib.org) . Proposals shall indicate the name and address of the Supplier.

- (i) Proposals must be submitted in PDF format clearly titled with “**Tec. Proposal - 415{abb.name of the Supplier}**” or “**Fin. Proposal - 415 {abb.name of the Supplier}**”
- (ii) All proposals shall be submitted to the mail address at [it.procurement@aiib.org](mailto:it.procurement@aiib.org). **No hard copy will be accepted.**

3.2 Proposals must be received by the date and time stipulated in Section 2.0, Proposed Schedule. Proposals may be submitted before the deadline, the date and time of their arrival in the mailbox will be recorded by the mailbox. Proposals received by AIIB after the due date and time deadline may be rejected.

3.3 Suppliers are responsible for ensuring that AIIB has received their proposal by the due date and time.

3.4 The AIIB, may, whether at its own initiative, or in response to a clarification requested by an invited firm, modify the solicitation documents by addendum. The AIIB may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.

## 4. EVALUATION OF PROPOSALS

### 4.1 Procedure of Evaluation

4.1.1 The evaluations will be divided into two phases: technical evaluation and financial evaluation.

4.1.2 The financial proposals will be well saved by Corporate Procurement Department and isolated from the User departments until the technical evaluation completion.

### 4.2 PHASE I – TECHNICAL (80%)

4.2.1. An evaluation committee appointed by AIIB will carry out the technical evaluation applying the evaluation criteria and points ratings as listed below. In order to advance beyond Phase I of the detailed evaluation process to Phase II (Financial Evaluation), a proposal must have achieved a minimum cumulative score of (75) points.

The **mandatory** requirements for the supplier are as follows:

- d) The supplier must have completed at least one information publishing system project for super grade A office in the past 5 years. The detailed requirement for the project experience refers to item 1.1 in 4.2.3 Evaluation Criteria.
- e) The supplier must have project experiences in strategically designing digital signage system in the past 5 years. The detailed requirement for the project experience refers to item 1.2 in 4.2.3 Evaluation Criteria.
- f) The team leader and key members of the supplier must have the ability to communicate and report in English. All the documents provided to the client must be written in English.

#### 4.2.2 Evaluation Points

<b>Point Distribution of Evaluation Criteria for Technical Proposals</b>		
<b>Evaluation Criteria</b>		<b>Points (weights)</b>
1	Supplier Experience	<b>20</b>
2	Proposal Quality	<b>65</b>
2.1	<i>Technical documents quality</i>	20
2.2	<i>System demonstration</i>	30
2.3	<i>Oral presentation &amp; Q&amp;A</i>	15
3	Service Team Quality	<b>15</b>
<b>Total</b>		<b>100</b>

#### 4.2.3 Evaluation Criteria

Suppliers' respective technical proposals will be evaluated in accordance with the point ratings as shown in sections 1 to 3 in the table under 4.2.2 above.

<b>NO</b>	<b>Content</b>	<b>Points (weights)</b>	<b>Supplier's Score</b>
<b>1</b>	<b>Supplier Experience</b>	<b>20</b>	
1.1	Project experience of super grade A office project in the past 5 years The project should be over 10,000 square meters per unit. The information publishing system should have more than 200 points per project. And a detailed description for the function, quality requirements and usage scenarios of the system should be provided. A copy of the case project contract is required.	15	
	<i>1 project</i>	5	
	<i>2 projects</i>	10	
	<i>3 or more projects</i>	15	
1.2	Project experiences in strategically designing digital signage system in the past 5 years. The project should be over 10,000 square meters per unit. A detailed description for the function, quality requirements and usage scenarios of the system should be provided. A copy of the case project contract is required.	5	
<b>2</b>	<b>Proposal Quality</b>	<b>65</b>	
<b>2.1</b>	<b>Technical documents quality</b>	<b>20</b>	
2.1.1	The solution for the information publishing system can satisfy the requirements in Annex B, Terms of Requirement, 3.1 Information Publishing System.	5	
2.1.2	The solution for the way finder system can satisfy the requirements in Annex B, Terms of Requirement, 3.2 Way Finder.	5	
2.1.3	The solution for the integrated platform can satisfy the requirements in Annex B, Terms of Requirement, 3.3 System integration.	5	
2.1.4	The devices satisfy the technical requirement in Annex B, Terms of Requirement, 3.4 Information Display Devices & 3.5 List of Screens	3	
2.1.5	Work plan for the project based on the delivery schedule requested in Annex B	2	
<b>2.2</b>	<b>System demonstration</b>	<b>30</b>	
<i>Introduction:</i>			

<ul style="list-style-type: none"> <li>• <i>The supplier needs to provide 5 sets of information display devices, including broadcasting and controlling equipment, servers, information publishing system software and system-based supporting equipment (cables, switches, etc.) as a realistic environment for information publishing system demonstration. The system needs to realize the function of playing fluently, interface switching and human-computer interaction (such as displaying the specified scene through infrared sensing or face recognition linkage)</i></li> <li>• <i>The user will provide source, such as video, audio, pictures, PPT and web pages, etc.</i></li> <li>• <i>The supplier needs to provide a demonstration of project cases of the way-finder system.</i></li> </ul>			
2.2.1	The evaluation will be carried out based on the “Information publishing and way-finder system evaluation form”, which will be issued when the test takes place.	30	
<b>2.3</b>	<b>Oral Presentation (including Q &amp; A section)</b>	<b>15</b>	
2.3.1	Ability in fully presenting supplier’s technical and managerial experience, and intended solutions in fluent English	5	
2.3.2	Reasonably clarify the questions proposed during the presentation	10	
<b>3</b>	<b>Service Team Quality</b>	<b>15</b>	
3.1	Qualification, experience, English communication ability and competence of proposed team leader and key members for training satisfy the requirement in Annex B, Terms of Requirement, 3.6 Service (i (3 points) & ii (2 points))	5	
3.2	Scope and response time for maintenance service which satisfy the requirement in Annex B, Terms of Requirement, 3.6 Service (iii-vi (1 point for each item), vii-xi (2 points for each item))	10	

#### 4.3 **PHASE II – FINANCIAL (20%)**

4.3.1 Financial proposals will be evaluated following completion of the technical evaluation. The Supplier with the lowest evaluated cost will be awarded 20 points. Financial proposals from other Consultants will receive pro-rated points based on the relationship of the Supplier’s prices to that of the lowest evaluated cost.

$$\text{Points} = (A/B) \times 20$$

Example: Supplier A’s price is the lowest at \$10.00. Supplier A receives 20 points  
Supplier B’s price is \$20.00. Supplier B receives  $(\$10.00/\$20.00) \times 20 = 10$  points  
Supplier C’s price is \$25.00. Supplier C receives  $(\$10.00/\$25.00) \times 20 = 8$  points

The points from the technical evaluation and the financial proposal (as determined above) will be summed to determine the total points for each Supplier.

4.3.2 AIIB reserves the right to conduct the Best and Final Offer (BAFO) if in AIIB's exclusive determination such procedure is appropriate. However, AIIB's right to do a BAFO as herein reserved should not be interpreted to allow Supplier to introduce changes or request negotiation of items not specifically addressed by AIIB in the BAFO. Suppliers are forewarned that they must make their best offer at the time of their Proposal.

## **5. PREPARATION OF PROPOSAL**

5.1 You are expected to examine all terms and instructions included in the solicitation documents. Failure to provide all requested information will be at the Supplier's own risk and may result in rejection of a Supplier's proposal.

5.2 The Annex B, Terms of Reference, provides a general overview of the required service. If a Supplier wishes to propose alternatives or equivalents, the Supplier must demonstrate that any such proposed change is equivalent or superior to AIIB's established Requirements. Acceptance of such changes is at the sole discretion of AIIB.

5.3 The Suppliers shall take appropriate steps to ensure that neither the Suppliers nor its Personnel is placed in a position where, in the reasonable opinion of AIIB, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Suppliers and performance of the Suppliers' obligations. The Suppliers shall disclose to AIIB full particulars of any such conflict of interest that may arise.

5.4 The submission letters of Proposals are to be signed by authorized representative of the Supplier. 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. All the submission letters and other documents requiring signature received without signatures may be rejected.

## **6. AWARD**

6.1 Award will be made to the highest evaluated Supplier following negotiation of an acceptable contract. The award will be in effect only after acceptance by the selected Supplier of the updated Statement of Work, if an update is necessary. Upon completion of negotiations AIIB will promptly notify the unsuccessful Suppliers.

6.2 The selected Supplier is expected to commence providing services as of the date and time stipulated in Section 2.0 Proposed Schedule above.



- 6.3 At the same time as AIIB notifies the successful Supplier that its proposal has been accepted, AIIB will invite the Supplier to sign the final version of the Contract Form, incorporating all agreements between the parties.
- 6.4 The AIIB reserves the right to publicly disclose contract award information, including but not limited to, name of company receiving the award, brief description of services, and contract award amount, for any contract award valued over US\$200,000. Suppliers' proposal and contractual documents will remain confidential and therefore not subject to disclosure.

**ANNEX B**  
**INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT**  
**HEADQUARTERS BUILDING**  
**RFP NO. 415**

**TERMS OF REFERENCE**

**1. Background**

The permanent AIIB headquarters building is under construction stage (façade installation, MEP installation and fit-out construction), later it will move to the stage of testing and commissioning. AIIB will move into its permanent headquarters in March, 2020. AIIB will occupy the central core and part of the north east tower of the building initially and expand into the remainder of the building as its activities increase. The 16 floors above ground and parts of three floors underground that AIIB will initially occupy provide AIIB with approximately 80,000m<sup>2</sup> Gross Floor Area consisting of standard offices, multi-function halls and conference areas, restaurants, cafeteria and canteen, gym, clinic and many other associated staff amenities.

**2. Destination**

In order to ensure the permanent AIIB headquarters building can provide an intelligent and convenient office environment for the staff, AIIB as the final user plans to engage an information display supplier to establish a platform which can integrate the information publishing system, way-finder system, etc. An easily deployed and maintained solution and relevant devices will be provided by an experienced and professional system and product supplier. The suppliers should have capabilities of system design, devices installation, system commissioning, and after-sales service.

**3. Scope of work**

The supplier should propose a solution for the information display system (including the information publishing system and way-finder system) and service and related devices. The information display system, conference management system and other relevant intelligent systems (Please see Annex B-1 for the drawings and design details for further information) can be finally integrated in a platform.

An information publishing system has been designed by the developer (BIG) of the AIIB permanent headquarters building with some basic functions (Refer to the technical specification and tendering drawings of the office network and intelligent system provided by the developer, see Annex B-1). The system needs to be optimized based on a more detailed requirement referred as “**3.1 Information publishing system**”.

Considering the complexity of the new AIIB headquarters building, a way-finder system should be well designed according to the actual conditions of the building. Detailed requirement can refer to “**3.2 Way Finder**”.

Display devices of high quality should be considered in the solution. Detailed requirement can refer to “**3.4 Information Display Devices**” and “**3.5 List of Screens**”.

The design, construction and acceptance of this project must meet the requirements of relevant national standards and specifications. The system software and devices should be well installed.

Logos, fonts and color patterns applied in the information display system should follow the “AIIB Brand Guidelines” (Refer to Annex B-1 for detailed information)

Maintenance service required in “**3.6 Service**” should be provided by the supplier after the work is handed over to the end user.

The detailed requirement for the systems refers to the items listed in the tables below, which should be responded and submitted with your Technical Proposal:

**3.1 Information Publishing System**

**3.2 Way Finder**

**3.3 System integration**

**3.4 Information Display Devices**

**3.5 List of Screens**

**3.6 Service**

### 3.1 Information Publishing System

Item	Requirement	Supplier Complies Yes/No	Supplier's Comments (Please provide clarifying remarks, additional details or alternative recommendation, if any)
(i)	The solution must allow devices to display different content in different locations. The solution should allow for the rotation of different types of content in a dynamic format. The content in rotation can include but is not limited to meeting schedules, website pages, videos, photos, etc.		
(ii)	The solution must provide a variety of established templates based on the locations of devices that allow different content to be displayed.		
(iii)	The solution must allow AIIB to develop its own templates, modify the existing templates and change playlists.		
(iv)	<p>The solution must allow for both static and dynamic content including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>a. Static <ul style="list-style-type: none"> <li>i. PowerPoint Presentations</li> <li>ii. Maps</li> <li>iii. Graphics</li> <li>iv. Standard text</li> <li>v. Media files and Adobe Flash</li> </ul> </li> <li>b. Dynamic <ul style="list-style-type: none"> <li>i. RSS feeds</li> <li>ii. Streaming videos</li> <li>iii. Television feeds</li> <li>iv. Date/Time (display)</li> <li>v. Calendar</li> <li>vi. Weather</li> </ul> </li> </ul>		

	vii. Dynamic Web pages (News, AIIB.org, Connectivity, Yammer) viii. Live broadcasting activities including but not limited to wire television (hardware), large event video, live conference video		
(v)	The solution must allow AIIB to full control over the content and playlist to ensure that the information with the highest priority can be displayed anytime if needed. For example, emergency information has the highest priority.		
(vi)	The solution must allow AIIB to design the content based on the locations of devices.		
(vii)	The solution must support English and Chinese, and it has multi-language extensibility.		
(viii)	The solution must allow for AIIB to integrate third-party application, such as Email, ERP, Web, OA, monitoring system, access control and intelligent system.		
(ix)	The solution must allow AIIB to have full control of the playlists that pre-defined by other parties.		
(x)	Software interface must be user friendly with ability for end users to review content in a screen prior to deployment.		
(xi)	Ability to schedule content to be displayed in advance		
(xii)	Ability to set end dates in advance.		
(xiii)	Ability to set auto expiration and to archive content.		
(xiv)	Ability to advertise (i.e., event promotion, center-originated advertising, etc.) on each sign and keep track of the advertising time.		
(xv)	Ability to provide sound when desired.		
(xvi)	Ability to split the screen to display multiple inputs at once.		
(xvii)	Ability to support Video Walls, no less than 9 screens.		

(xviii)	Ability to support various display, such as touch screens, TV, LED, Mobile, IPAD. User can define touch application by themselves. System must have multiple integration and extension interfaces.		
(xix)	The solution must support sub authority management, including system administrators, content managers, area managers and virtual group management etc.		
(xx)	The system needs to consider the extension application in the AIIB backup office in Tianjin.		
(xxi)	Supplier should assist to implement multiple application scenarios proposed by the clients.		
(xxii)	Please provide description of technical solution and architecture. Please provide detailed specifications of hardware, software, and network required by the Information Display System		

### 3.2 Way Finder

Item	Requirement	Supplier Complies Yes/No	Supplier's Comments (Please provide clarifying remarks, additional details or alternative recommendation, if any)
(i)	<b>Multi-lingual interface</b> The solution must be standard available in a wide range of languages making a global implementation quick and cost-effective. The user interface of the system supports English and Chinese. The support language base can be modified by the user according to requirements, such as: sensitive information, sensitive name. Languages can be added.		
(ii)	<b>Authority management</b> The solution must support sub authority management, including system administrators, content managers, etc.		

(iii)	<p><b>Content management</b> Map and office area, moving line, floor / conference room name, notification information can be added, deleted, changed through the background.</p>		
(iv)	<p><b>2D,2.5D as well as 3D visuals</b> The solution provides detailed 2D,2.5D or 3D mapping of the venue.</p> <p><b>Path Finding</b> The solution must offer a very clear cross-floors, cross-building path finding system including valid and disable routes. The display of the path, can be customized according to each client to be continuous or in stages. Details of the path can be sent by text message as an option. Path finding can be made based on specific events.</p> <p><b>Multimodal Navigation</b> Create alternate routes based on specific user characteristics, such as wheel chair friendly itineraries for example. Maps and routes can be adjusted and modified by users themselves.</p>		
(v)	<p><b>Semantic Search Engine</b> Semantic search enables visitors to get relevant search results from 1 letter to up to 3 words aggregated.</p>		
(vi)	<p><b>Categories and Sub-Categories</b> content presentation in list and sub-list allows visitors to clearly and quickly identified the items they are looking for.</p>		
(vii)	<p><b>Mobile/WeChat/QR Code compatible</b></p>		
(viii)	<p><b>Events management</b> The solution can provide a very clear and easy to use events calendar informing people in a dynamic and proactive way of current and upcoming interesting events.</p>		
(ix)	<p><b>Operation &amp; Maintenance</b></p>		

	The system can quickly publish/modify content (including maps, moving lines, floors, office areas, conference rooms, events, notifications, etc.) through the background and mobile end, to facilitate maintenance and operation. User can operate conveniently at anytime and anywhere, not only through the desktop and system background.		
(x)	System must have multiple integration and extension interfaces.		
(xi)	Please provide description of technical solution and architecture. Please provide detailed specifications of hardware, software, and network required by the Information Display System		

### 3.3 System integration

Item	Requirement	Supplier Complies Yes/No	Supplier's Comments (Please provide clarifying remarks, additional details or alternative recommendation, if any)
(i)	The platform can integrate with meeting reservation system, information publishing system, website, weather forecast, and provide docking interface with third-party systems.		
(ii)	If other systems need to be integrated in the future, it need provide secondary development interface. The system needs to have as many docking interfaces as possible. For example: parking management system, video surveillance system, OA etc.		
(iii)	Conference room system integration - displays the use and status of the meeting room. Needs to be compatible with the existed meeting reservation system of AIIB.		
(iv)	Information publishing system integration – publish real-time information (full screen display, or scroll bar display).		



**3.4 Information Display Devices** *(The location, quantity and size requirement of the screens please refer to “3.5 List of Screens”)*

Item	Requirement	Supplier Complies Yes/No	Supplier's Comments (Please provide clarifying remarks, additional details or alternative recommendation, if any)
(i)	<p><b>LCD Screen</b></p> <ul style="list-style-type: none"> <li>• Display size: 43~47 inches, 55 inches</li> <li>• Industrial grade design, high reliability, high stability, support 7*24 hours of work, with a working life of at least 60,000 hours</li> <li>• LCD panel: LED backlight technology</li> <li>• Brightness: at least 350 cd/m2</li> <li>• Contrast ratio: 1000:1~2000:1</li> <li>• Viewing angle: horizontal 178° / vertical 178°</li> <li>• Display colour: 10~20 M Colours</li> <li>• Display resolution: 1920 x 1080 (16:9)</li> <li>• I/O interface: HDMI/VGA/DP/DVI, USB2.0~3.0, LAN/RJ45, RS232/485, etc.</li> <li>• Power input: AC100~240V (50/60 Hz), power supply 50~ 80W, standby power consumption: 2~5W</li> <li>• Installation method: wall hanging or standing (With mounting bracket, the mounting bracket is required to be flexibly disassembled and adjustable)</li> <li>• Built-in speaker: 2x 8Ω/5W ~10W</li> <li>• Working environment: 0 °C ~ 40 °C TH, 10~90% RH Storage environment -20 °C ~ 60 °C TH, 90% RH</li> <li>• Certification: CCC</li> </ul>		
(ii)	<ul style="list-style-type: none"> <li>• <b>Touch Screen</b></li> <li>• Display size: 43~47 inches, 55 inches</li> </ul>		

	<ul style="list-style-type: none"> <li>• Industrial grade design, high reliability, high stability, support 7*24 hours of work, with a working life of at least 60,000 hours</li> <li>• LCD panel: LED backlight technology</li> <li>• Brightness: 350~450 cd/m<sup>2</sup></li> <li>• Contrast ratio: 1000:1~2000:1</li> <li>• Viewing angle: horizontal 178° / vertical 178°</li> <li>• Display colour: 10~20 M Colours</li> <li>• Display resolution: 1920 x 1080 (16:9)</li> <li>• I/O interface: HDMI, VGA, USB2.0~3.0, DP, DVI, LAN/RJ45, RS232/485, etc.</li> <li>• Power input: AC100~240V (50/60 Hz), power supply 50~ 80W, standby power consumption: 2~5W</li> <li>• Installation method: wall hanging or landing</li> <li>• Built-in speaker: 2x 8Ω/5W ~10W</li> <li>• Working environment: 0 °C ~ 40 °C TH, 10~90% RH Storage environment -20 °C ~ 60 °C TH, 90% RH</li> <li>• Touch screen requirements: physically reinforced glass, capacitive touch, at least 10 touch points</li> <li>• Response time: 5ms -10ms</li> <li>• Certification: CCC</li> </ul>		
(iii)	<p><b>Media Player (The following are minimum requirements)</b></p> <ul style="list-style-type: none"> <li>• Requires embedded operating system to support 4K HD video to play smoothly in 40-60M stream</li> <li>• Mainboard: AMD or Intel Low Power Consumption Industrial Mainboard</li> <li>• CPU: Intel® Core™ i5 or i7 processor or the same level of AMD (at least RYZEN5 series)</li> <li>• Memory: DDR3 4G, expandable to 16G</li> <li>• Hard disk storage: 128G solid state hard disk or 500G laptop hard disk</li> </ul>		

	<ul style="list-style-type: none"> <li>• Network: at least 1G network card, support network wake-up</li> <li>• Output: HDMI/DVI/DP, VGA, audio, USB, RS232</li> <li>• Power consumption: no higher than 75W</li> <li>• Working environment: temperature 0~40°C, storage temperature: -20~80°C, humidity 10~95%RH</li> <li>• Power: DC-IN 12~24V or AC220V</li> <li>• Certification: CE, FCC, UL, CCC</li> </ul>		
<ul style="list-style-type: none"> <li>•</li> </ul>	<p><b>HD video encoding device</b></p> <ul style="list-style-type: none"> <li>• Support dual stream (HD/SD), composite stream/video stream</li> <li>• Video input: HD-SDI interface, OPT optical transmission interface, HDMI interface, YPbPr interface, VGA interface</li> <li>• Audio input: RCA interface (level: 2.0Vp-p, impedance: 1KΩ)</li> <li>• Audio output: RCA interface (linear level, impedance: 600Ω)</li> <li>• Video encoding resolution: 1920*1080/1600*1200/1280*1024/1280*720/1024*768/704*576/352*288 (depending on the video input interface)</li> <li>• Video bit rate: 32Kbps-8192Kbps, can be customized, up to 16Mbps</li> <li>• Network interface: 100M/1000M adaptive Ethernet port</li> <li>• Power consumption: ≤10W</li> <li>• Working environment: temperature -10~50°C, humidity 10~90%RH</li> <li>• Power supply: DC-IN 12~24V or AC220V</li> </ul>		

### 3.5 List of Screens

The quantity of the screens required by the user is listed below. The type, size and technical specification of the screens should be indicated in the solution provided by the supplier. Detailed requirement for the software, hardware and network should also be clarified in the proposal. After the supplier wins the bid, the quantity, size and installation method of the screens can be adjusted according to the actual situation on site.

Floor	Number of Screens	Location	Description	Size	Touch Function Required
F1	2	Security Checking Room (2)	TV screens to be hung on a wall	55 inches	N
F1	2	Reception Desk (2)	Large standing screen	55 inches	Y
F1	2	East Entrance	Two standing screens	55 inches	Y
F1	1	West Entrance	One standing screen	55 inches	Y
F1	4	Waiting areas (4)	Hang up on the wall or a standing one	55 inches	N
F1	2	Entrance of Multi-function hall	Hang up on the wall	55 inches	N
F2	1	Restaurant Entrance	One standing screen	55 inches	N
F2	4	Dining areas	TV screens hang up on the wall	55 inches	N
F2	1	Clinic Entrance	TV screens hang up on the wall	55 inches	N
F2	1	Child Care Center Entrance	TV screens hang up on the wall	55 inches	N
F2	1	Travel Agency Entrance	TV screens hang up on the wall	55 inches	N
F2	2	Gym	TV screens hang up on the wall	55 inches	N
F3	1	Library Entrance	One standing screen	55 inches	N
F3	1	Library Multi-function area	One large screen, also used for training, meeting, etc.	55 inches	N
F3	2	Press Center	One big TV screen on the stage, one small TV screen on the wall facing the stage	55 inches	N
F5/9/13	18	Sky Garden (6)	Two TV screens hang up on the walls, one big standing screen	55 inches	N
F15	2	BOD meeting room	Entrance: Two TV screens hang up on the wall	55 inches	N
B1	2	Auditorium Entrance	Hang up on the wall	55 inches	N
B1	5	Big Canteen	One at the entrance, four in the dining area	55 inches	N

B1	3	Small Canteen	One at the entrance, two in the dining area	55 inches	N
B1	1	Café Mall	TV screens hang up on the wall	55 inches	N
Each Level	60	Elevator Hall (60)	Hang up on the wall, between elevators	43-47 inches	Y
Each Office Section	23	Pantry (23)	TV screens hang up on the wall	55 inches	N
Each Office Section	24	Open working area (24)	TV screens hang up on the wall	55 inches	N

### 3.6 Service

Item	Requirement	Supplier Complies Yes/No	Supplier's Comments (Please provide clarifying remarks, additional details or alternative recommendation, if any)
(i)	The team leader and the key team members should be qualified and have relevant experience. The team leader should own the PMP certification or registered constructor certification. English communication is required for the team leader and key team members responsible for communicating with clients and providing training services. CV for the team leader and the key team members should be provided.		
(ii)	Provide the warranty letter from the original manufacturer, software copyright certificate, commitment letter for after-sales service and free system upgrade service from the original manufacturer.		
(iii)	The supplier has an after-sales service organization in the Beijing area and provides the business address certificate of the institution.		

(iv)	The supplier can conduct regular inspection services on a regular basis, and the inspection period does not exceed 10 working days.		
(v)	The supplier can provide the on-site service for the user by the professional technical engineer from the original system supplier.		
(vi)	The supplier must arrange the professional technical team from the original system supplier for system installation, commissioning, training, and regular maintenance services.		
(vii)	The supplier can guarantee that the system troubleshooting response time does not exceed 10 minutes, technical engineer can arrive at the site within 1 hour, and complete the maintenance work within 24 hours.		
(viii)	If the system is in trouble and needs to be repaired, the supplier can guarantee to provide spare parts immediately, ensure the normal operation of the system, and issue a maintenance report within 24 hours.		
(ix)	Proposals and relevant documents handed over to AIIB must be written in English. Training in both English and Chinese should be provided.		

### **3.7 Description of the construction interface**

- (1) The supplier should complete the installation, testing and commissioning of the wiring for the information display system working zone, including the wiring for the display device and the broadcasting device.
- (2) For the equipment, coding devices and a complete set of supporting devices of the information display system management center (including software and hardware), the supplier should complete the wiring and pipeline connection, equipment installation, testing and commissioning.
- (3) The wiring of the horizontal area and trunk area (including patch panels) for the information display system, the installation and commissioning of the pipes and slots involved in the system shall be completed by the intelligent network system contractor.
- (4) The network equipment involved in the information display system, the network switches at the access layer, the collective layer or the core layer (depending on the network architecture) will be installed, tested and commissioned by the intelligent network system contractor.
- (5) The wiring from the horizontal area and trunk area to the information port for the information display system shall be completed by the supplier. The supplier should complete the installation and commissioning of the system and equipment. The supplier should also provide the training and the secondary development of the system.
- (6) The system needs to cooperate with the civil engineering, electromechanical engineering and fit-out to achieve the overall aesthetic effect of the project.

### **4. Delivery Schedule**

- May 2019, AIIB and the information display supplier sign contract and issue the construction and installation arrangement to the developer (BIG).
- May 2019, the information display supplier on board and starts work.
- Dec. 31, 2019, the information display supplier completes the installation and commissioning for the systems and devices, and hands it over to AIIB.
- Jan. 1, 2020 to Jun. 30, 2020, the systems and devices go on trial operation.
- Mar. 1, 2020, the information display supplier starts free maintenance service, until Feb. 28, 2021.

### **5. Budget**

The budget for the information display program is no more than USD450,000.

**ANNEX B-1**  
**REQUEST FOR PROPOSALS (RFP) FOR**  
**INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUARTERS BUILDING**  
**RFP NO. 415**

**Drawings and Specifications**

**List of Drawings and Specifications**

1. Architectural layout
2. Phase 1 layout (Vol A & B)
3. MEP systems
4. ELV systems (including Office networking and intelligent systems, Audio visual systems, Security systems, EEEP)
5. Signage system
6. AIIB Brand Guidelines

Please request the documents above if you have intention for bidding.

Please note that the above drawings and design details are the latest available at the time of issuing this Scope of Work but are not guaranteed to represent the final size and configuration of anything. IF IN DOUBT AND REQUIRE FURTHER INFORMATION, PLEASE ASK US.



**ANNEX C**  
**REQUEST FOR PROPOSALS (RFP) FOR**  
**INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUATERS BUILDING**  
**RFP NO. 415**

**Summary of Firm Information**

Firm's Name: \_\_\_\_\_

The information shall include but not limited to the following:

- Firm's basic information (base location, years of the experience, etc.)
- Firm's experience in the similar projects (name of the projects, main SOW, size, reference client names, etc.)

Note:

Basic information	Base Location	Years of the Experience	Names of cases	Brief of information (Time, size, deliverable, etc.)	Reference Client Names <sup>1</sup>
			1		
			2		
			3		
<b>Contact person:</b>					

- 1.
- 2.

**ANNEX C-1**  
REQUEST FOR PROPOSALS (RFP) FOR  
INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUARTERS BUILDING  
RFP NO. 415

**TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: [*Name and address of AIIB*]

Dear Sirs:

We, the undersigned, offer to provide the service for [*name of the assignment*], in accordance with your Request for Proposal dated [*date*]. We are hereby submitting our Technical Proposal attached in a separate Annex.

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 Section 2 of ANNEX A., we undertake to negotiate on the basis of the proposed personnel. 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 services related to the assignment not later than the date indicated in Section 2 of ANNEX A.

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

[List no deviation / non-compliance of Terms and Conditions here, if any.]

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## ANNEX C-2

### REQUEST FOR PROPOSALS (RFP) FOR INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUATERS BUILDING

#### RFP NO. 415

### TECHINICAL PROPOSAL

*(No a standard form requested.)*

*According to the requirement in the TOR, the Proposal should include, but not limited to:*

- I. Response to the worksheets 3.1-3.6 in the Annex B, TOR*
- II. Description of the systems structure*
- III. Description of the systems function implementation*
- IV. List of devices technical specification, including the requirements for the software, hardware and network*
- V. Work plan based on the delivery schedule*
- VI. Operation & Maintenance service provided*
- VII. Additional services suggested*

**ANNEX C-3**  
**REQUEST FOR PROPOSALS (RFP) FOR**  
**INFORMATION DISPLAY SERVICES FOR AIIB PERMANENT HEADQUARTERS**  
**BUILDING**

**RFP NO. 415**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: [*Name and address of AIIB*]

Dear Sirs:

We, the undersigned, offer to provide the technical proposal for [*name of the assignment*], in accordance with your Request for Proposal dated [*date*]. We are hereby submitting our Financial Proposal.

Our attached Financial Proposal is for the sum of [*Amount in words and figures, including all taxes*]. And please also find our Price Schedule in the Attachment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiation.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Add:

**ANNEX C-4**  
**REQUEST FOR PROPOSALS (RFP) FOR**  
**INFORMATION DISPLAY FOR AIIB PERMANENT HEADQUARTERS BUILDING**  
**RFP NO. 415**

**Price Schedule and Payment**

*(The format requested for the Total Cost as well as the Price Schedule, as below)*

*The price schedule should include the following items:*

- *Fees for information publishing system and way-finding system, including the fees for development, installation, testing and commissioning of the systems*
- *Fees for devices (such as the media player, LCD screens, touch screens, etc.), including fees for the procurement, installation, testing and commissioning of the devices. Technical specifications of all the devices should be listed*
- *Fees for accessories and auxiliary materials (such as cables and pipelines), including the procurement, installation, testing and commissioning fees. Technical specifications of each item should be indicated*
- *Service fees such as training, project management, etc. Service details need to be described.*
- *Other reasonable fees*

*Supplier may extend the form to suit.*

Item No.	Item Name	Item Description	Unit	Unit Price	Quantity	Subtotal Price (CNY)
<b>1</b>	<b>Software</b>					
1.1	Information publishing system software		item			
1.2	Way-finding system software		item			
1.3						
<b>2</b>	<b>Devices</b>					
2.1	LCD screens		item			
2.2	Touch screens		item			
2.3	Media player		item			
2.4						
<b>3</b>	<b>Accessories and auxiliary materials</b>					
3.1	Cables		m			
3.2						
<b>4</b>	<b>Service</b>					
4.1	Project management					
4.2	Training					

**Total Contract Value: CNY 000,000.00**

(1) Tax included

**ANNEX D**

**Curriculum Vitae (CV) for Proposed Personnel**

Position Title and No.	{e.g., Project Manager}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2010 - present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../email.....; Name, Title]		<i>(need be as detailed as possible)</i>

Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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Adequacy for the Assignment:

Detailed Tasks Assigned on Supplier's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience.
- (ii) I was not part of the team who wrote the terms of reference for this consulting services assignment.
- (iii) I certify that I have been informed by the firm that it is including my CV in the Proposal for this assignment. I confirm that I will be available to carry out the assignment for which my CV will be submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_

*(Signature of Experts)*

\_\_\_\_\_

*Day/Month/Year*

**ANNEX E**  
**General Terms and Conditions**

**A.1 Definitions**

“**Articles of Agreement**” means the Articles of Agreement of the Bank, signed on 29 June 2015 and entering into force on 25 December 2015.

“**Change of Control**” means a change of control of (a) more than half of the voting rights attaching to shares in the Supplier, or (b) more than half the issued shares of the Supplier (not counting any share that carries no right to participate).

“**Deliverables**” means any Goods and Services provided by the Supplier, its officers, employees, agents or sub-contractors under this Contract.

“**Effective Date**” means the date of entry into force of this Contract, being the date last in time on which it is signed by one of the Parties.

“**Event of Force Majeure**” means, in relation to either Party, an event or circumstance which is beyond the reasonable control of a Party, and which results in or causes the failure of a Party’s performance of all or some of its obligations under the Contract including but not limited to war, riots, civil commotion, terrorist acts, earthquake, fire, explosion, storm, flood, or other significant adverse weather condition, epidemic, strikes, riots, blockades and embargoes, lockouts or other industrial action, confiscation or other action by government agencies. Force Majeure will not be: (a) any event which is caused by the negligence or intentional action of a Party or its officers, employees, agents or sub-contractors; and (b) the insufficiency of funds or any economic conditions, including but not limited to inflation, price escalation or labor availability.

“**Good Industry Practice**” means, with respect to Services, the exercise of all due skill, care, prudence and foresight which would be expected in those circumstances from a recognised industry-leading service provider providing services identical or similar to the Services.

“**Goods**” means those goods, if any, that are specified in the Description of Deliverables and, if any, in Order(s) and Variation Orders(s) as may be signed by both of the Parties from time to time.

“**Headquarters Agreement**” means the Headquarters Agreement between the Government of the People’s Republic of China and the Bank, dated 16 January 2016.

“**Prohibited Practices**” means one or more of the following, as defined in the Bank’s Policy on Prohibited Practices as of the Effective Date:



- (i) Coercive Practice: impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
- (ii) Collusive Practice: an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- (iii) Corrupt Practice: the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (iv) Fraudulent Practice: any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (v) Misuse of Resources: improper use of the Bank's resources, carried out either intentionally or through reckless disregard.
- (vi) Obstructive Practice: any of the following practices:
  - (a) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation;
  - (b) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice;
  - (c) failing to comply with requests to provide information, documents or records in connection with a Bank investigation;
  - (d) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation;
  - or
  - (e) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.
- (vii) Theft: the misappropriation of property belonging to another party.

“**Services**” means those services, if any, that are specified in the Description of Deliverables and, if any, in Order(s) and Variation Orders(s) as may be signed by the Parties from time to time.

## **A.2 Supplier Representations and Warranties**

A.2.1 The Supplier hereby represents and warrants to the Bank that (i) it is duly incorporated in the jurisdiction that it has specified to the Bank in this Contract; (ii) there are no insolvency proceedings against it of any kind; (iii) it has the licenses and permits and fulfills all legal and administrative requirements that are necessary for the performance of this Contract; (iv) it has sufficient resources and expertise to provide the Deliverables, (v) the entry into force and the performance of this Contract will not result in the breach of laws, enactments, orders, regulations or standards to which the Supplier is subject (including those of an environmental, labour and social nature) or other agreements made between the Supplier and third parties; and (vi) it is not aware of any infringement by it of any third party rights that would result from the Supplier entering into and performing this Contract.

A.2.2 With respect to the Goods (if any), the Supplier further warrants to the Bank that (i) the Goods are of merchantable quality, are free from defects in material and workmanship, (ii) the Supplier has full title to the Goods and that these will be free of all liens, claims, security interests or other encumbrances at the time the title in the Goods passes to the Bank, and (iii)

to the best of the Supplier's knowledge, the Goods are fit for the purposes intended by the Bank.

- A.2.3 With respect to the Services (if any), the Supplier further warrants to the Bank that (i) it will at all times ensure the diligent, due and proper execution of the Services by its officers, employees, agents and sub-contractors, and (ii) it uses up-to-date, relevant professional techniques and standards in accordance with Good Industry Practice.

### **A.3 Packaging; Delivery; Acceptance or Rejection of Goods; Title and Risk in Goods**

To the extent the Deliverables include Goods, the following provisions will apply:

- (a) The Supplier will provide proper and adequate packaging so that the Goods will withstand rough handling during transportation and exposure to extreme temperatures during transportation and storage. The Supplier will use commercially reasonable efforts to utilise recycled or recyclable packaging materials.
- (b) Delivery of the Goods will be made by the Supplier in accordance with the terms in the relevant Order. If no destination is specified in such an Order, the Supplier will deliver the Goods to the Bank at B-9 Financial Street, Xicheng District, Beijing 1000333, China.
- (c) The Bank will have thirty (30) calendar days after delivery of the Goods to accept or reject them as non-conforming to the requirements of this Contract. Rejected Goods will be returned to the Supplier at its expense or held by the Supplier for disposition at the Supplier's entire risk and expense. Based on an inspection of a valid sample, the Bank may reject the Goods in whole or in part. If the Bank finds Goods delivered to be defective, the Bank will have the right to require correction of the Goods by the Supplier. The Bank may charge the Supplier the cost of inspecting or re-inspecting Goods that the Bank rejects, The Supplier's payment under this Contract will not be deemed acceptance of any Goods. Failure by the Bank to reject Goods within thirty (30) days of delivery will be deemed acceptance of the Goods. Acceptance will not relieve the Vendor of its warranty obligations or liability for latent defects. This provision is without prejudice to other remedies that may be available to the Bank.
- (d) Title in the Goods will pass from the Supplier to the Bank at the earlier of (a) full payment by the Bank for the Goods, (b) delivery by the Supplier to the Bank.
- (e) The Supplier will assume all risk of loss or damage to the Goods until (a) the Goods have been delivered to the Bank, and (b) the Bank has accepted the Goods.

### **A.4 Unperformed and Non-Conforming Services**

To the extent the Deliverables include Services, this provision will apply. In the event the Bank is of the reasonable opinion that the Supplier has failed to perform the Services in accordance with

this Contract the Bank may, without prejudice to other remedies that may be available to it, elect one or more of the following remedies:

- (a) if the Supplier fails to perform any or all the Services in accordance with this Contract within the time period specified in this Contract (or an Order or Variation Order, if applicable), the Bank may deduct from the Supplier's invoice a sum equivalent to one-half percent (0.5%) of the value of the invoice for each day of delay of performance; and
- (b) the Bank may re-perform any non-conforming Services itself or have them remedied by a third party on its behalf, and in either case the Supplier will pay any costs and expenses so incurred by the Bank. In such a case, the Bank may set-off such costs against other amounts payable by the Bank to the Supplier under this Contract.

## **A.5 Bank Standards and Rules**

- A.5.1 Supplier agrees to comply with all the safety and security rules of the Bank, as notified to it in writing by the Bank. The Supplier will ensure that its officers, employees, agents and sub-contractors providing the Deliverables are aware of and comply with such rules.
- A.5.2 The Supplier will adhere to the highest ethical standards in execution and implementation of its obligations and responsibilities under this Contract. Supplier will not, without the prior written approval of the Bank (i) provide any gifts, decorations, honors, awards or advantages (direct or indirect) valued at more than US\$100 to any Bank officers, employees or consultants in connection with this Contract, or (iii) enter into any bilateral business arrangements with any Bank officers, employees or consultants.

## **A.6 Dates, deadlines and periods**

Any requirement in this Contract for the Supplier to adhere to a date, deadline, or period may be modified by the Bank but, if it is not, time will be of the essence. Where the Contract is silent as to date, deadline or period, the Supplier will provide the Deliverables within a reasonable time.

## **A.7 Supplier's Liability and Indemnity**

- A.7.1 The Supplier indemnifies and holds harmless the Bank, its officers and employees against all actions, claims, demands, damages, losses or other liabilities, including reasonable legal fees and expenses arising out of or in connection with (i) any act or omission, whether negligent, tortious or otherwise of the Supplier, its officers, employees, agents or sub-contractors, and (ii) any breach by the Supplier, its officers, employees, agents or sub-contractors of the terms and conditions of this Contract.

A.7.2 Notwithstanding any other provision of this Contract, in no event will either Party be liable to the other Party under or in connection with this Contract for consequential or indirect damage or loss.

#### **A.8 Independent Contractor**

Nothing contained in this Contract will be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Bank and the Supplier, its officers, employees, agents or sub-contractors.

#### **A.9 Change of Control**

The Supplier will notify the Bank immediately of any anticipated Change of Control to which the Supplier anticipates becoming the subject; and in any event, within ten (10) business days following the occurrence of any Change of Control.

#### **A.10 Bank name, acronym and emblem**

The Bank's name, acronym and emblem may not be reproduced by the Supplier without the express written permission of the Bank. The Supplier undertakes that it will not use the Bank's name, acronym or emblem in any public announcements, promotional, marketing or sales materials without the prior written consent of the Bank.

#### **A.11 Value Added Tax**

Value Added Tax (VAT), if applicable, will be shown separately on all invoices as a strictly net extra charge and will, subject to the Bank's immunities, privileges and exemptions be borne by the Bank. The Supplier will be responsible for all other taxes, charges and levies relating to this Contract.

#### **A.12 Confidentiality Undertaking**

A.12.1 Except where disclosure is expressly permitted under the Contract, the Supplier will not communicate or otherwise disclose to a third party the Contract, any of its provisions, or other information mentioned or incorporated in the Contract or any information or data or documentation provided by the Bank to the Supplier (or by the Supplier to the Bank) in execution of this Contract (hereinafter 'Confidential Information'). The Parties will treat each other's Confidential Information as confidential and exert diligent efforts to safeguard and avoid disclosure of the other party's Confidential Information to third parties without the owner's prior written consent.

A.12.2 Unless the Bank expressly states otherwise in writing, for ease of application, all disclosures by the Bank to the Supplier will be deemed 'Confidential Information'. The Supplier may only disclose the Bank's Confidential Information to the Supplier's officers, employees, agents and sub-contractors who are directly involved in the provision of the

Deliverables and who need to know such information to properly provide the Deliverables. The Supplier will ensure that its officers, employees, agents and sub-contractors are aware of and will comply with the Supplier's confidentiality obligations.

A.12.3 The Supplier will not make any press announcement; publicize the Contract or any part thereof; or use the Bank's name in publicity releases or advertisements during and after the Term, except with the Bank's prior written consent.

### **A.13 Intellectual Property**

The intellectual property that is created in the Deliverables in any medium or format, as a result of the performance of this Contract by the Supplier, including any intermediate work product (the "Deliverable Work") (a) will vest in the Bank as the work is created, or (b) is hereby assigned by the Supplier to the Bank on a free and perpetual basis if the Deliverable Work cannot legally vest in the Bank as the work is created.

### **A.14 Prohibited Practices**

Supplier will comply with the Bank's Policy on Prohibited Practices in effect as of the Effective Date (the "PPP"). The Supplier will not undertake any Prohibited Practices and will ensure that its officers, employees, agents and sub-contractors are aware of the PPP and do not undertake any Prohibited Practices.

### **A.15 Notices**

Any notice or communication in relation to this Contract will be given by one Party to the other in writing in English, sent by (i) ordinary first class mail; or (ii) by e-mail. A Party sending any notice by e-mail will immediately confirm that e-mail by sending a copy of the notice or communication by ordinary first class mail. A notice or communication will be effective (i) if sent by first class mail, at the time when it is delivered to the recipient or five (5) clear business days after the date of posting, whichever is earlier, or if sent by e-mail, on the date it is transmitted, or (ii) on the effective date of the notice or communication; whichever is later. Communications will be sent to the address of the other Party as specified in writing by both Parties on the Effective Date of this Contract.

### **A.16 Force Majeure**

A.16.1 Neither Party will be liable for any delay in performance or breach of its obligations hereunder resulting from an Event of Force Majeure, provided that such Party: (i) has taken all reasonable steps to prevent and avoid the Event of Force Majeure; (ii) takes all reasonable steps to overcome and mitigate the effects of the Event of Force Majeure as soon as reasonably practicable; and (iii) on becoming aware of the Event of Force Majeure, promptly notifies the other Party and confirms in writing the Event of Force Majeure.

A.16.2 The notification of the Event of Force Majeure will contain: (i) details of the Event of Force Majeure, (ii) the known or anticipated impact of the Event of Force Majeure, and (iii) a reasonable estimate of the period during which the Event of Force Majeure will continue. The Party affected will regularly update the other Party with respect to the steps the Party affected is taking to overcome and mitigate the effects of the Event of Force Majeure. The Party affected will continue to perform as many of its obligations under this Contract as is reasonably practical and will undertake reasonable alternative means of performance not prevented by the Event of Force Majeure.

#### **A.17 Immunities, Privileges and Exemptions of the Bank**

Nothing in this Contract will be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded to it under the Articles of Agreement, the Headquarters Agreement or any applicable law.

#### **A.18 Settlement of Disputes; Governing Law**

A.18.1 If a dispute arises between the Parties out of or in connection with this Contract, including any question regarding its existence, validity, interpretation, implementation or termination, the Parties will try to settle such dispute amicably through negotiation. At any moment, the Parties may send a written notice to the other Party requesting that the dispute be submitted to conciliation in accordance with the 1980 Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL). Conciliation proceedings will only take place if both Parties agree. If the Parties fail to reach agreement on the name of a sole conciliator, each Party will appoint one conciliator.

A.18.2 If any dispute cannot be settled in accordance with paragraph (a) above within 90 (ninety) days after receipt by one Party of the other Party's written request for conciliation proceedings or if one Party does not agree to conciliation within a reasonable period of time after such receipt, either Party will be at that point entitled to refer the dispute to be resolved by arbitration in accordance with the 2010 UNCITRAL Arbitration Rules. Any arbitration under this provision will be supported by the Singapore International Arbitration Centre (SIAC) in accordance with its Practice Note for UNCITRAL Cases. The appointing authority will be the President of the SIAC Court of Arbitration, as defined the Practice Note for UNCITRAL Cases. The number of arbitrators will be three. The arbitrators will be selected and appointed in accordance with the 2010 UNCITRAL Arbitration Rules. The seat of the arbitration will be Singapore and the language of the arbitral proceedings will be English.

A.18.3 This Contract and any non-contractual obligations arising out of or in connection with this Contract will be governed by and construed in accordance with the substantive law of England and Wales. These dispute resolution provisions will also be governed by and construed in accordance with the law of England and Wales. Singapore law will be the procedural law of any arbitration conducted hereunder.

- A.18.4 Unless otherwise expressly provided in this Contract, the arbitral tribunal will have no authority to award (i) punitive damages, or (ii) damages for consequential or indirect losses.
- A.18.5 The arbitral tribunal will have no authority to award interest, unless otherwise expressly provided in this Contract, in which case such interest will not be in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing, and any such interest will be simple interest only.
- A.18.6 Notwithstanding the provisions of the UNCITRAL Arbitration Rules, the arbitral tribunal will not be authorized to grant any interim measures of protection or other forms of pre-award relief against the Bank, and none of the Parties may address to any judicial authority a request for interim measures of protection or other forms of pre-award relief against the Bank. Nothing in this Section will limit the right of the Bank to seek interim measures of protection or other forms of pre-award relief from the arbitral tribunal or any judicial authority.
- A.18.7 The tribunal may not join any parties which are not party to the Contract to any arbitral proceedings under this Section. The tribunal may not consolidate any arbitral proceedings under this Section with any other arbitral proceedings.

#### **A.19 Termination**

- A.19.1 The Bank may, at any time and at its discretion, terminate this Contract by giving no less than thirty (30) days' prior written notice of termination to the Supplier to the address specified by the Parties as of the Effective Date of this Contract. In the event of such termination, the Bank will pay for Deliverables properly provided by the Supplier up to the date of termination; provided, however, that such payment will not exceed the total value of the Deliverables. The Supplier will not be allowed to claim any payment for the portion of any Deliverables that have not been properly provided as of the termination date of the Contract.
- A.19.2 If the Supplier (i) becomes insolvent or bankrupt, (ii) gives the Bank reasonable notice of its inability to fully provide the Deliverables, (iii) provides to the Bank work that does not conform to the Deliverables, or (iv) performs in bad faith by willfully not observing the terms and conditions of this Contract, the Bank will request of the Supplier in writing that it cure such situation within thirty (30) days. If, at the end of thirty (30) days the situation is not cured, the Bank may terminate this Contract. In the event of such termination, the Bank will pay for Deliverables properly provided by the Supplier as of the termination date of the Contract.

#### **A.20 Amendment**

This Contract may only be amended by agreement in writing between the Parties.

#### **A.21 Non-assignability; Subcontracts**

A.21.1 The Supplier must not assign any of the Supplier's rights and obligations under this Contract to any party without the prior written consent of the Bank.

A.21.2 The Supplier may not engage any sub-contractor to perform any work in whole or in part under this Contract until the Bank has provided prior written authorisation to the Supplier to that effect.

## **A. 22 Entire Agreement; Language; Counterparts**

A.22.1 This Contract supersedes all prior representations, agreements, statements and understandings between the Parties, whether oral or in writing relating to the subject matter of this Contract. The terms and conditions of this Contract do not exclude any terms implied by statute, to the extent those implied terms are not inconsistent with any of the express terms of this Contract.

A.22.2 This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract.

A.22.3 This Contract may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

## **A.23 Survival**

The following provisions of this Contract will remain in full force and effect following the expiration or early termination of this Contract: A.2 (*Supplier Representations and Warranties*), A.3 (*Packaging; Delivery; Acceptance or Rejection of Goods; Title and Risk in Goods*), A.4 (*Unperformed and Non-Confirming Services*), A.7 (*Supplier's Liability and Indemnity*), A.12 (*Confidentiality Undertaking*), A.13 (*Intellectual Property*), A.15 (*Notices*), A.17 (*Immunities, Privileges and Exemptions of the Bank*), A.18 (*Settlement of Disputes; Governing Law*); A.21 (*Non-Assignability; Subcontracts*).