



## The New Development Bank

### Request for Proposal (This is not a Purchase Order)

#### 1. Introduction

The New Development Bank (NDB) is issuing a Request for Proposal (RFP) to invite qualified suppliers to provide proposals to NDB for the provision of comprehensive outsourced **S-AD-2021-00322 IFM (Integrated Facilities Management) Company includes, reception services, janitorial, pest control, window cleaning, gardening services, moving, event setup and support, deliveries and correspondence (sending and receiving), third-party vendor management as well as storage management** at the following NDB location:

**New Development Bank – Head Quarters  
Guozhan Road 1600, Pudong New District  
Shanghai, China**

Please refer to the following information or attached TOR (Service Scope) for detailed requirements. Those interested and qualified companies please register into NDB's e-procurement system to be **NDB's registered suppliers** and participate in the bidding process (**please be noted the contact information provided in registration especially email address must be correct as all communications regarding the bid including RFP distribution and award notice will be sent through it**). NDB will choose the most suitable one(s) from the shortlisted suppliers. NDB at its sole discretion reserves the right to reject all proposals in accordance with its internal policy and guidelines.

#### 2. RFP Schedule

Please be noted the following activities could take place in the RFP process. NDB will inform the specific arrangements in advance and the suppliers are requested to respond timely.

Activity	Date
Distribution of RFP	April 9 <sup>th</sup>
On-site inspection	April 20 <sup>th</sup> – 22 <sup>th</sup> , 2021*
Deadline for Questions	April 30 <sup>th</sup> , 2021
Proposal Response Due	May 10 <sup>th</sup> , 2021
Proposal Presentations	May 13 <sup>th</sup> - 20 <sup>th</sup> , 2021 *
Negotiation of Contract	May, TBD
Project Kick Off	June, TBD
Signing Contract	June, TBD

\* Proposed timeline is tentative and can be changed depends on other steps execution.

### 3. Instruction to Bidders

#### 3.1 Contact Information

Please use the following contact information for all correspondence with NDB concerning this RFP. **Suppliers who solicit information about this RFP either directly or indirectly from other sources will be disqualified.**

Mr. Ivan Nepeivoda

Address: 33<sup>rd</sup> Floor, BRICS Tower, No. 333, Lujiazui Ring Road, Pudong, Shanghai

上海浦东陆家嘴环路 333 号, 金砖大厦 33 层

Email: [nepeivoda.ivan@ndb.int](mailto:nepeivoda.ivan@ndb.int)

#### 3.2 Submission of Proposals

Proposals shall be prepared in English. Both hard copy and electronic version is acceptable. Hard copy (6 copies at least) is **optional** and shall be sent in sealed covers. Electronic version is **obligatory** and shall be submitted online in Electronic Procurement System.

For submission of proposal, the qualified suppliers should register to NDB's e-procurement system to be **NDB registered suppliers** (subject to NDB's internal approval) in advance. Then registered suppliers need to **ENROLL** in the procurement notice (for open competitive bidding) or **ACCEPT** the invitation (for limited competitive bidding) before submitting proposal online according to the timeline. (<https://www.ndb.int/data-and-documents/corporate-procurements/>)

The mentioning of deadline, due time, closing date, etc. herein means **Beijing time**; and NDB's business time is from **9:00AM to 5:15PM in working days**.

#### 3.3 Questions

Please submit questions in writing by e-mail. Vendors should refer to the specific RFP paragraph number and page and should quote the questioned passage. NDB will be prompt in responding to questions. All questions may be responded to as a group and sent to all vendors.

#### 3.4 Ownership of Materials

All materials submitted in response to this RFP become the property of NDB. Proposals and supporting materials will not be returned to vendors.

#### 3.5 Proposal Costs

NDB is not responsible for any costs incurred by the vendor in the preparation of the proposal or the site visit.

#### 3.6 Proposal Format

NDB recommends that the proposal should contain two parts as follows:

##### **PART I: (not more than 30 pages)**

Volume 1 - Main Proposal

- Section 1 - Executive Summary
- Section 2 - Functional Section

- Section 3 - Technical Section
- Section 4 - Project Management Section
- Section 5 - Support Section

**NOTE:**

Proposals must be prepared in precisely the same format described in **ANNEX 1 – Questions** of this RFP, with responses to each item in the order asked. Responses should be concise and clear. Marketing brochures provided in response to specific questions shall be considered non-responsive.

**The Bidder represents that the individual submitting the organization’s proposal is duly authorized to bind its organization to the proposal as submitted.** The Bidder also affirms that it has read the RFP and has the experience, skills and resources to perform, according to conditions set forth in this RFP and Bidder’s proposal. Bidder may submit a proposal alone or in association, with the express understanding that Bidder shall be solely responsible for the offer and any Agreement with the Bank that may result from its offer under this RFP. Submission of Bidder’s proposal affirms the understandings set forth in this paragraph.

**PART II:**

Volume 2 - Price Proposal: Should be separate but integral part of the proposal. **The currency is USD;** if quoting in other currencies, the exchange rate should be clearly defined. **The price shall be inclusive of applicable taxes (if not, please specify);** and other charges shall also be clearly defined. Note: The payment will be done by international wire transfer, then NDB recommends that the tax fee must be included in the proposal, with respective details.

Payment terms applicable - not less than **30 days**.

**3.7 On-Site Inspection (pre-proposal)**

On-site inspections in each building are scheduled as detailed below. The purpose of the inspection is to allow the Bidders an opportunity to inspect the building prior to submitting their proposals. The Bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Bank.

Failure to adequately inspect the building shall not relieve the successful Bidder from furnishing without additional cost to the Bank any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP. Submission of a proposal shall be construed as evidence that the Bidder has made necessary examination, inspection and investigation. Inspections are scheduled as follows:

<b><u>Building Address</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
Guozhan Road 1600, Pudong New District Shanghai, China	<b>April 20<sup>th</sup> – 22<sup>th</sup> (TBC with each participant)</b>	<b>1<sup>st</sup> slot: 10am-12pm 2<sup>nd</sup> slot: 2pm-4pm</b>

Any Bidder submitting a proposal should attend on-site inspections, meet in the Reception of Guozhan Road, 1600 – New District Pudong according with the time slots scheduled at least 15 minutes before. Each Bidder interested in having its representative(s) **attend the on-site inspections must request an appointment in advance**, before April 19<sup>th</sup>, by email [nepeivoda.ivan@ndb.int](mailto:nepeivoda.ivan@ndb.int).

The NDB Headquarters Facility is a secure facility with restricted access; please bring a photo ID and allow enough time to process through the building security.

### **3.8 Presentations**

The selected suppliers must make a scripted demonstration to NDB's evaluation panel (procurement committee) and participate in a question and answer session. Each supplier will be allowed up to three (3) hours to conduct their scripted demonstration.

The Oral Presentation provides an opportunity for Suppliers to physically present their intended methodologies/work plans, including their approach to the risk analyses and their mitigation, Terms of Reference and Scope of Work. Suppliers are encouraged to make maximum use this opportunity of highlighting the advantages and benefits to NDB of their proposals.

The Oral Presentations will be held individually with only one Supplier presenting at any given time. The Supplier's proposed Facility Manager must be part of the Oral Presentation Team and deliver the technical part of the presentation. Suppliers' confidence will be completely respected and ensured by NDB.

### **3.9 Validity Period**

The proposal including pricing quotation shall be valid at least **for 120 days**.

### **3.10 RFP Amendments**

New Development Bank reserves the right to amend this RFP any time prior to the closing date. Amendments will be issued only to vendors who are going to complete a proposal.

### **3.11 Sub-contractor**

NDB expects to negotiate and sign contract with one winning vendor. NDB will accept only complete solutions from a primary vendor, and will not accept any proposals that are on only one item or a combination of items from the RFP. The prime vendor will be responsible for the management of all subcontractors. NDB will not accept any invoices from subcontractors or become part of any negotiations between a prime vendor and a subcontractor.

### **3.12 Award Notification**

NDB could negotiate with all shortlisted suppliers before deciding the winning vendor. In addition, NDB reserves the right to negotiate further with the winning supplier before and in the contracting process.

## **4. Evaluation Criteria**

The proposals will be reviewed and evaluated by NDB's team in accordance with the related policy and guidelines, especially the six principles (Economy, Efficiency, Competition, Transparency, Value for Money, Fit for Purpose) contained in NDB's corporate procurement policy. NDB is interested in obtaining a complete solution to the requirements contained in this RFP. Proposals that meet the proposal instructions and requirements will be given a thorough and objective review. Proposals that are late, or do not comply with proposal instructions, or take exceptions to mandatory requirements will be eliminated without further consideration. The following are the key factors that would be taken into consideration for evaluating the proposals:

### **i. Technical Approach and Methodology or Software Solution**

Primary consideration will be given to meet the mandatory requirements as listed in this RFP.

The following are factors in the evaluation.

1. Meeting the requirements as stated in this RFP;
2. Understanding of the work to be performed;
3. Technical approach and methodology to accomplish the work;
4. Completeness and competence in addressing the scope of work.

#### **ii. Project Management**

NDB also believes that effective project management is essential for a successful implementation. Vendors will be evaluated on the completeness and responsiveness of their project management plans and the project team assigned. As part of the project management plan, vendors must demonstrate adequate experience in developing and implementing the requested project. NDB's confidence in the vendors' ability to meet deadlines and successfully manage similar projects will be a primary consideration. Special consideration is given to vendors who propose a detailed project plan with sufficient breakdown of tasks and steps to demonstrate a complete understanding of the project.

#### **iii. Pricing**

NDB will consider pricing as part of the evaluation criteria. **Lowest price is not essential to win**; however, large pricing differentials between vendors will be carefully examined. Price will be used as a final indicator for determining the vendor finalists when all other criteria have been normalized.

#### **iv. Presentation and Demonstration**

The results of Presentation and Demo will be evaluation factors.

#### **v. Support and Maintenance**

NDB believes the ability to perform timely support is also an important factor for the success of this project. Therefore, vendors should provide adequate information to demonstrate their capabilities to fulfill this task.

Proposals shall be evaluated based on Bidder's responses to the criteria set forth in **ANNEX 1** and upon any further presentations, clarifications, interviews or additional information the Bank may request during its evaluation. Incomplete or inadequate responses, lack of response to an item or items, or misrepresentation in responding to this RFP may result in rejection of a Bidder's proposal. Responses to this RFP are intended to provide the Bank's evaluation team with an understanding of Bidder's capabilities to determine the best overall value for the Bank.

Any effort by a Bidder to influence the Bank in the process of examination, clarification, evaluation and comparison of proposals, or in decisions regarding the award of a Contract, may result in the rejection of the Bidder's proposal.

After receipt of proposals, neither information relating to the examination, clarification, shall evaluation and comparison of the submissions nor recommendations concerning the award of a contract be disclosed to Bidder's, or to other persons who are not officially involved in the evaluation process.

### **5. Contract**

The participant shall review the service agreement template provided by NDB in advance. The use of NDB's version of the agreement is preferable. Template agreement and general terms and conditions can be found on the NDB's official web-site <https://www.ndb.int/data-and-documents/corporate-procurements/>

## **6. Annexes**

**Annex 1 – Questions**

**Annex 2 – Scope of Services**

- ✓ *Appendix A – Building Location and Square Footage*
- ✓ *Appendix B – Basic Building Floor Plans (shares after NDA signing)*

**Annex 3 – Financial Proposal template**

## **ANNEX 1 – Questions**

### **Introduction**

NDB is a multilateral development bank with its headquarters in Shanghai, China, established by the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People’s Republic of China and the Republic of South Africa (“**BRICS**”) in accordance with the Agreement on the New Development Bank dated 15 July 2014.<sup>1</sup> The purpose of NDB is to mobilize resources for infrastructure and sustainable development projects in the BRICS and other emerging economies and developing countries.

#### **1. Purpose**

- 1.1. The Bank has developed this Request for Proposal (RFP) in order to select a qualified **IFM (Integrated Facilities Management) Company includes, reception services, janitorial, pest control, window cleaning, gardening services, moving, event setup and support, deliveries and correspondence (sending and receiving), third-party vendor management as well as storage management**. The NDB requires a high quality service with large experience in such services also that can provide innovative and sustainable solutions for day-to-day operation services as well as to data management and reporting capabilities at competitive prices. The NDB will look for a proactive approach to reducing property management and real state costs through the innovative initiatives that will lead to an overall reduction in custodial services.
- 1.2. This RFP is intended to provide interested **IFM Company** with sufficient understanding of the Bank and its operation to enable the **IFM Company** to submit a proposal and provides the basis upon which the service offers will be evaluated. The RFP and supporting servicing and financial templates require a Business Plan approach and **IFM Company** are encouraged to respond to the NDB’s overall services requirements, in Shanghai in a strategic outsourced services management manner.
- 1.3. The Bank intends to award a (2) two-years contract with the option to extend the contract to the selected firm.
- 1.4. The **official NDB language is English**, the contract, as well as all communication regarding the contract the contract signed will be done in English. In addition, the manager and some of the staff (detailed list in **ANNEX 2 – Scope of Services**) located at the NDB must be fluent in English (speaking and writing).

#### **2. Responses**

To ensure that all proposals are evaluated in an equivalent fashion, each Bidder must submit a proposal that corresponds to the sequence and format of this Section. Bidder's responses should be carefully considered, as they are critical to the evaluation process. While the Bank appreciates a concise, straightforward reply, the Bidder must understand that its response to each item below will be the basis for the Bank's understanding and evaluation of the proposal response. The Bidder should ensure that its proposal clearly explains all issues addressed in this ANNEX. In responding, it is at the discretion of the Bidder to expand upon topics. Proposal should not **exceed 30 pages**. Financial proposal could be provided in following pages.

**EACH PROPOSAL SHALL CONTAIN THE FOLLOWING RESPONSE SECTIONS IN THE ORDER ASKED.**

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<sup>1</sup> A copy of the “*Agreement on the New Development Bank – Fortaleza, July 15*” is accessible on <https://www.ndb.int/wp-content/themes/ndb/pdf/Agreement-on-the-New-Development-Bank.pdf>.

## 2.1. Basic Information

- 2.1.1. Name, email address, phone numbers and office address (es) of the key contact that Bidder proposes to support this sourcing effort and to service the Bank if awarded.
- 2.1.2. Name and contact information for corporate office and/or parent company if the above is a branch office.

## 2.2. Background and Capabilities

- 2.2.1. Provide a brief description and history of your company. **(Max. 1 page)**
- 2.2.2. Describe your company's organizational goals, business philosophy, and mission, including corporate vision and growth strategy. **(Max. 1. Page)**
- 2.2.3. Provide evidence of similar Services rendered in Shanghai, China for a minimum of five (5) years by presenting **at least three (3) current client references** whose premises encompass approximately the same square footage as the Bank's, including:
  - Company Name:
  - Contact Name:
  - E-mail:
  - Telephone number:
  - Amount of the contract:
  - Start and finish date of the contract:
  - Total # of Sq. M Cleaned:
  - Description of Services:
  - Number of staff on site:

Provision of references constitutes permission to the Bank to contact them

- 2.2.4. The Bidder is to provide a brief executive summary of its understanding of the Bank's requirements as set forth in this RFP, along with an overall description of how the Bidder will meet the requirements of the Bank in providing this service.
- 2.2.5. Based on the requirements of this RFP and on the Scope of Services included in **ANNEX 2 – Scope of Services**, Bidder is to describe in detail its work approach, for each type of service, specific tasks, frequency and quality measure, and must submit proposed staffing plan for all aspects of the work and for all locations.
- 2.2.6. As part of its submission of its **green cleaning program** a list of cleaning products to be used, which shall include the applicable environmental standards or certification required. All supplies and cleaning products used should be **environmentally friendly** as certified by **Green Seal® or similar standards organization**.
- 2.2.7. Bidder shall describe its experience in monitoring and recording processes, procedures and materials in accordance with LEED<sup>2</sup> standards” or similar.
- 2.2.8. Self-inspection program: describe your company's self-inspection program to include the frequency of the manager's visits; communication of action plans and monitoring results.

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<sup>2</sup> Leadership in Energy & Environmental Design



- 2.2.9. Problem resolution process: describe your company's problem resolution process. How do you deal with customer complaints and responsiveness to address non-performance or unsatisfactory performance? How is this documented and reported to the client?
- 2.2.10. Provide a detailed escalation path including whom the NDB will contact in the event that performance standards are not met or need to be modified.
- 2.2.11. Identify any Subcontractors or teaming partnerships required to support the Bank's requirements. In the event that Subcontractors or teaming partners are required, identify in detail the relationship and role.
- 2.2.12. Indicate the impact of any relevant contracts that your firm is engaged in, including the duration of the contract, required number of personnel and separate location requirements that could affect your staffing or ability to perform all Bank requirements.
- 2.2.13. List details for all past (within the last 5 years) or present litigation between the company and any client. If there has been none, please so indicate.
- 2.2.14. Please provide your proposed measurable performance standards based on industry best practice that the Bank can consider to integrate into a performance incentive structure
- 2.2.15. Please propose any opportunities you may identify for cost savings with equipment, technology or innovative ways in day-to-day of the services.
- 2.2.16. Please provide industry best practice service schedules for each of the services requested in this RFP. Also, indicate if this is the service schedule you will propose for the Bank, or if you believe the Bank will be better served to balance quality and cost under a different service delivery schedule, please provide that schedule and describe why it best fits the Bank's requirement.
- 2.2.17. Please include in your approach methods for adequate and efficiency using of energy, water, paper and other resources to provide the services hired in your green cleaning program.
- 2.2.18. Bidder is to provide an initial draft of its **Quality Assurance Plan** according to the requirements set forth in **ANNEX 2 – Scope of Services**
- 2.2.19. Please provide details on your pest control program.
- 2.2.20. Please provide details on how you will manage the Plants and Landscaping Program.
- 2.2.21. Please provide a moving service program.
- 2.2.22. Please provide an event set-up program.
- 2.2.23. Please provide deliveries and correspondence (sending and receiving) management. For such service will be required entries, deliveries and exits of packages and correspondence. Please clarify which kind of solution your company can provided. Also, such system will be evaluated by NDB IT Team and should be compatible with Service Now

### **2.3. Response to COVID-19 Pandemic: working under the "New Normal"**

- 2.3.1. Please provide a real client business case with actions implemented during the COVID-19 Pandemic to attend the local requirements, as well as all measures regarding prevention cross-infection and adaption to the new normal: social-distance, disinfection, access control, internal campaigns communication and contact with local authorities.

## **2.4. New facilities**

- 2.4.1. Please provide information whether your company had any experience with a contractor, which was setting in a new building. Please describe: challenges faced, basic services, products and goods that must be implemented on first days or other relevant instruction that must be considered.

## **2.5. Key Personnel**

- 2.5.1. Identify by name and title all key personnel proposed for account management and on-site supervisory positions.
- 2.5.2. Provide resumes of key personnel proposed.
- 2.5.3. Provide current certifications for proposed key personnel as applicable.
- 2.5.4. Describe personnel-related functions designed to maintain compliance with all local laws and regulations including but not limited to:
- Fair employment practices;
  - Lawful wage and hour practices;
  - Occupational safety and health.
- 2.5.5. Describe your ability to supply English-speaking personnel.
- 2.5.6. Describe in detail any career development opportunities provided by your firm.
- 2.5.7. How is absenteeism handled? Do you have back-up workers, supervisors and lead workers available that may be quickly assigned to this contract to fill-in for absent employees or to meet temporary needs like events? Please explain.
- 2.5.8. Employee turnover: describe your company's policy with regard to employee turnover. Identify and list your company's turnover rate on an annual basis.

## **2.6. Training**

- 2.6.1. Please provide information regarding the training program that you currently have in place.

## **2.7. Compensation and Benefits Package**

- 2.7.1. The benefits package offered by your firm is a major consideration of potential employees when deciding whether to seek employment with your firm. Please describe in detail the benefits package offered to your staff. Confirm that all personnel to be placed at the Bank are employees of your firm eligible for and participating in your benefits program and that they are not casual labor personnel. Provide the same information for any subcontract relationship you are proposing.
- 2.7.2. Please describe your benefits package to each job position that will be part of the scope of services.
- 2.7.3. Please describe why you believe your benefits package is appropriate and competitive in terms of attracting and retaining employees in the local marketplace

## 2.8. Service Level

Please provide an example of KPIs, Metrics, SLA you would adhere to with any incentives and/or penalties you consider appropriate.

## 2.9. Quality Assurance Plan

Please provide an example of QAP that you would put in place should you be awarded the contract.

## 2.10. Value Add

Please provide any other relevant information, which you feel, distinguish your firm from other competitors.

## 2.11. Exceptions

The Bank's Standard Terms and Conditions of Agreement (<https://www.ndb.int/data-and-documents/corporate-procurements/>), will be incorporated into the final Contract. If the company wishes to take exception to any of these terms and conditions, or needs to have any term clarified, it should so indicate in this section. Such items will be discussed during the Contract negotiations and any mutually acceptable modifications will be incorporated into the Contract. The Bidder shall note that if the selected institution did not identify exceptions in his proposal, the Terms and Conditions will be incorporated, unchanged, into the contract agreement without opportunity for the selected institution to negotiate.

## 2.12. Pricing

- 2.12.1. The bidder should to propose cost for services, inclusive of all expenses as detailed in **ANNEX 3 – Financial Proposal template**. The Bank is under no obligation to contract any of the services not included in such ANNEX, however the company can propose other additional supplies which it considers is important to keep the quality of services.
- 2.12.2. The bidder assumes responsibility for properly estimating the difficulties and the cost of performing the services. Failure to investigate the conditions or become acquainted with all the information concerning the services to be performed will not be considered as a reason for additional charges at a later date.

## **ANNEX 2 – Scope of Services**

### **I. GENERAL AND SPECIAL REQUIREMENTS**

The New Development Bank (“Bank”) intends to contract with a single company for the provision of comprehensive Custodial Services at NDB headquarters as detailed in **Appendix A – Building Locations and Square Footage**. The Bank wishes to receive proposals that represent Bidder’s understanding of an industry expertise in fulfilling this requirement. The Bank wishes to receive the optimum combination of service quality and cost for the standard specified. The contract awarded will be performance-based; therefore, the Bank will rely on measurable results to determine contract compliance, and will expect Bidders to propose their most efficient and cost effective approach to providing the services.

The NDB’s Guozhan Road 1600, Pudong New District, new building will have LEED<sup>3</sup> Certification. The successful Bidder will be expected to monitor and record process, procedures and material in accordance with LEED standards.

#### **1. Special Requirements**

In preparing their proposals, Bidders should be aware of the following general and special requirements:

- a) The selected Bidders (“Contractor”) is expected to provide all labor, materials, equipment, management, and supervision necessary to perform all custodial services described in this RFP. All equipment must be maintained in good operating condition, provided in sufficient quantities to adequately perform all services, and must meet any applicable OSHA requirements. Supplies shall include hands sanitizers for all common areas and all paper products and hand soap necessary to supply restrooms. All supplies and cleaning products used shall be environmentally friendly as certified by Green Seal® or similar standards organization. The Bank will provide secure on-site storage for Contractor’s equipment and for reasonable quantities of supplies. Contractor shall have readily available Materials Safety Data Sheets (MSDS) of all cleaning products/chemicals used or stored on-site.
  - b) The Contractor shall perform the bulk of this scope of services on a daily basis Monday through Friday and Saturdays, Sundays and holidays as needed.
  - c) The Bank observes the following holidays, on which the Bank is closed. If the Contractor determines that work must be accomplished on a Bank holiday for any reason, the company should pay all overtime work required by labor local laws:
    - New Year’s Day
    - Spring Festival
    - Tomb Sweeping Day
    - Labor Day
    - Dragon Boat Festival
    - Mid-Autumn Festival
    - National Day
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- d) Certain areas and offices in the Bank as detailed herein have special access and/or services requirements. Contractor shall take these into considerations in preparing its work plans and scheduling so these areas may be properly attended:
- Executive Floor
  - Gym
  - Canteen (not included in the scope of services)
  - Equipment Room
  - Security Monitoring Room
  - Training Center
  - Library
  - Other area to be specified
- e) Contractor is expected to supply any computer/tablet equipment and software necessary for its work, and will be responsible for coordinating with the Bank's Information Technology Department to accomplish proper installation and connectivity that may be required for this equipment. The Bank will not be responsible for the operation of, or for any support, maintenance or repairs of Contractor's computer hardware or software. Such instruction is regarding the supervision Contractor team assigned to the Bank.
- f) Contractor is expected to provide radio equipment and channel license for internal communication.
- g) Contractor should understand that if awarded the contract their process for receiving and handling complaints and specific requests must integrate with Administration Division through Service Now. The Admin team receive requests for service from Bank clients and creates a work order describing the problem situation in internal system. The work order may include special instructions for non-standard requests; coordination with the Bank's contract administrator will be required for all non-standard requests.
- h) Contractor is expected to provide on-site dedicated supervision at all times during its work hours. The supervisory individual will be Contractor's liaison to the Bank's designated contract administrator and will be required to meet with him or her as needed to monitor performance, conduct performance reviews and resolve any issues. The Bank will provide a designated adequate workspace for Contractor's on-site supervisory staff (desk and telephone with local service).
- i) Contractor is expected to place only properly trained personnel at the Bank's account, and shall also ensure that any and all personnel are legally authorized to work in China. The Contractor shall be responsible for the conduct and performance of Contractor employees, and shall maintain constant and effective supervision over Contractor staff.
- j) Contractor is expected to provide its employees with neat, identifiable uniforms or similar attire that clearly identifies them as Contractor's employees. The Bank will provide each on-site Contractor employee with an Identification/Access badge that must be worn at all times. If access badge is damaged or lost, relevant cost will be borne by the contractor.

## **2. Green Cleaning**

- a) Contractor is expected to provide green cleaning approach.

### **3. Quality Assurance Plan (QAP)**

- a) Contractor shall institute and maintain throughout the contract period a properly documented QAP designed to ensure that the services are provided at all times and in all respects in accordance with the contract.
- b) The QAP shall include, at a minimum, providing daily supervision and conducting frequent inspections, regular customer service and housekeeping surveys, work order completion goals, and quarterly QA inspection by an Administration Division or who will be nominated for such inspection. The Contractor shall ensure that accurate records are maintained describing the disposition of all complaints and issues resolution. The records so created shall be open to inspection by the Bank.
- c) The QAP is a living document and may be subject to change depending on the needs of the contract.
- d) The QAP shall include the following, as a minimum:
  - I. How the Contractor will control quality of supplies and services.
    - i. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished.
    - ii. An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract:
    - iii. A Contingency Plan for separation of employees and employee absence.
    - iv. How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
    - v. This is a performance-based contract, which will be monitored by Service Level Agreement. Contractor is expected to propose industry best practice Key Performance Indicators (KPI).
    - vi. A Communication Plan for the Contractor to communicate with the Bank to receive and respond to service calls requests from Service Now and e-mails.

### **4. Communication Schedule and Reports**

- a) The Contractor will be expected to meet regularly with the Bank's contract administrator (schedule to be defined) and to prepare quality assurance review reports and documentation that provide for monitoring of performance and costs.
- b) On a daily basis, Contractor shall report, in the format provided, any observed building maintenance and repair issues encountered during the course of their work. These may include but is not limited to the following:
  - i. Plumbing – malfunctioning or leaking sinks, faucets, drains, toilets, urinals
  - ii. Lighting – blinking or burnt out lamps
  - iii. Electrical – no power to outlet, disabled door opener not functioning
  - iv. Finishes – damaged walls, carpet, ceiling tile, etc. Other maintenance/repair deficiencies observed by the contractor
- c) In the event of an emergency or if a member of its personnel encounters anything suspicious (package, possible stolen item), the Contractor shall contact the Administration Division focal point.

## II. SCOPE OF SERVICES

The following services are included in this scope of services:

### 1. Cleaning Services

- a) Cleaning of all offices, work spaces, glass divisions on open space settings, building stairs, hallways, common areas, bathrooms, entries, pantries, terraces, china pickup from all areas, periodic cleaning of Bank owned refrigerators, removal of outdated materials from the bulletin boards and exterior sidewalks.
- b) Windows cleaning Program  
The purpose of the window-cleaning program is to provide the Bank with scheduled cleaning of all interior windows, to achieve a clean and uniform appearance. The Contractor shall propose a Window Cleaning approach and best practice schedule. The Contractor is responsible for measuring glass area for cost calculations.
- c) Parking Garage Floor Surfaces  
Cleaning of Guozhan Road 1600, Pudong New District parking garage floor surfaces. Monthly and an annual deep cleaning service.
- d) Shampooing of carpeted floors and touch up cleaning done as recommended by vendor's assessment to keep the level of cleanliness. Current cleaning schedule is monthly and one deep cleaning annually. Spot cleaning as required.
- e) Upholstery Cleaning the Bank is interested in receiving the following services on as needed basis:
  - Upholstery cleaning
  - Laundry service for small number of table skirts and towels
  - Flags
  - Conference space drapery

Contractor is required to identify services that will be subcontracted and please provide pricing schedule for the services.

- f) Waste Management and Audit Reports  
The contractor needs to provide the final destination, as well as all certification regarding Waste Management: electronic, recyclable, household waste.  
Contractor shall propose a regular schedule for removal of recycle, residual, household waste including aluminum, batteries, metals, food waste/compost and glass and audit reports as needed, in accordance with the Regulations of "Shanghai municipality on the administration of household garbage" approved by Shanghai People's Congress. Contractor shall identify if a subcontractor will be used for this. Bank expects the trash removal is a single stream recycling program and the pricing schedule.
- g) Deep Cleaning  
Contractor shall propose a best practice schedule fitness facility, pressure washing and debris removal for sidewalks.
- h) COVID19 Pandemic: Preventive Measures  
The contractor must follow all best practices in terms of preventive pandemic measures, according the new normal, considering local and international standards and procedures.

## **2. E-waste**

Contractor shall propose an e-waste and battery-recycling program from all our buildings, as well as IT waste.

## **3. Pest Control**

Contractor shall provide an integrated pest management program (PMP) for the scheduled extermination/control of rodents and insects, including but not limited to those listed below, in all the Bank buildings.

- a) Rats
- b) Mice
- c) Cockroaches
- d) Ants
- e) Flies
- f) Birds
- g) Stinging insects

The pests, which are, located outside Bank facilities; within the property lines; and properties in public areas such as dumpsters are included. The PMP is a process for achieving long-term environmentally friendly and sound pest suppression and prevention with a wide variety of technological and management practices. The Contractor shall furnish all required labor, materials and equipment for implementing the PMP. Contractor shall provide best practice schedule for preventive and management of pest control. Contractor shall propose pest control products to be used in the buildings with preference to Green products where proven and effective.

## **4. Plants (exterior) and landscaping (optional)**

The Purpose of the plants program is to provide high quality and cost effectiveness in the management of plants and landscaping. As part of the program, emphasis is placed on the enhancement of the Bank's overall physical appearance, as well as the office decor. Contractor shall provide plants and retain ownership of the plants. Contractor may be requested to furnish and provide BRICS festive decorations with the Bank.

The Contractor shall furnish all labor, foliage, equipment to include but not be limited to tools, soil, mulch/moss, fertilizer and pesticides to complete the proposed program. These services include the management and execution of interior and exterior landscaping services throughout the designated Bank buildings. The Bank must approve pesticides and fertilizers before being used by the contractor.

Contractor shall furnish all labor, equipment, materials and supervision to perform landscaping services. Landscaping will include but will not be limited to:

- Contractor shall prune all trees to their intended growth form and remove dead or damaged branches.
- Shrubs shall be pruned to their intended form;
- Hardwood bark shall be used for mulch beds and shall be free of sand, dirt, gravel or any other material;
- Mulch beds shall be maintained at a minimum mulch depth of (2) two inches, and a maximum mulch depth of (3) three inches;



- Parking lot and sidewalk surfaces should be kept free of vegetative growth through hand weeding or targeted use of herbicides;
- Contractor should immediately notify the building engineer if damage occurs to the sprinkler system;
- Spring and Fall cleanup shall include removal of debris that has accumulate including, but not to be limited to, leaves, trash, dead plants, and plants, and fallen tree limbs. In addition, cleanup of residue sand and salt from parking lots and other surfaces shall be performed in the spring;
- Contractor is responsible to remove all collected debris from the site;

## **5. Snow and ice removal, Typhoon and flooding**

The Contractor shall perform snow and ice removal from entrances, steps, landings, sidewalks, and approaches as needed. The service shall be provided before the normal buildings operating hours to mitigate a slip hazard.

Additional service, after the initial snowfall, shall be based on prevailing weather conditions and at the direction of the Bank's representative. Snow removal will include but will not be limited to:

- Plowing/removing snow from parking lots, pedestrian walkways, and handicap ramps;
- Contractor shall apply ice melt to all pedestrian walkways and handicap ramps immediately after snow removal. Ice melt products must be environmentally friendly and approved as safe for use in concrete and asphalt surface;
- Sand shall be supplied on all pedestrian walkways and handicap ramps, as needed;
- Snow should not be piled in parking spaces closest to the building entrance;
- Equipment shall be operated in a manner to not damage curbs, planter beds and lawns;
- Daily Log-sheets with detailed time(s) on site, equipment used, and number of men on-site for each visit must be submitted with invoices.

For typhoon and storms, the contractor will need to establish a response mechanism towards extreme weather conditions, such as typhoon, flooding, etc. Send weather alerts, reminder and inform the staff. Also the contractor should coordinate with security team or other relevant parties to ensure the safety of the Bank properties and staff.

## **6. Events Support Services**

Contractor shall provide events set-up services for all building and for approximately 200 annual events, events can encompass but are not limited to executive events, luncheons, training, receptions and conferences. Duties include:

- Manage set-up/tear down of furniture provided by the Bank (chairs, tables, sofas, boards, flip charts, table skirts, coat racks, stage, podiums, etc.) in the meeting rooms or open areas as requested (i.e. banquet style, stand-up reception, theater, conference room style, u-shape, class room and family style among others);
- Manage the set-up of flags as needed for visits by dignitaries from member countries, national days, etc., including pressing and maintenance of flags as needed;
- Place note pads, pencils and water on tables as needed;
- In coordination with the Print Shop Contractor, collect and set-up event signage.
- Make set-up changes during events as called for;
- Coordinate with other service units involved in set ups; for example, all furniture set-ups need to be done before AV Team starts their set-up.

- Support catering services if required.

Currently the Bank performs this service with 2 FTEs.

## **7. Internal Moving Services**

Contractor shall provide move services within Bank facilities and warehouse (in case of). Moves can encompass but are not limited to office-to-office furniture moves, office furniture rearranging, box moves, and file-room cabinet moves. Moving Services will include but will not be limited to:

- Contractor will be responsible for unplugging and physical movement of all computers and related equipment (computer, printer, faxes, telephones, keyboards, computer mice, speakers, etc.) Contractor is NOT responsible for re-connecting, installing or testing this equipment;
- Contractor will be responsible for assembling (set-up/tear down) of interpretation cabins as needed;
- Contractor will provide pickup and delivery services of goods within all Bank facilities;
- Contractor will provide pickup and delivery services of Bank owned "AV" equipment to external Bank conference and venues;
- Contractor will assist with event set-up services on furniture set-up arrangements, stage or other requested services when needed;

Currently the Bank performs this service with 4 FTEs.

## **8. Reception/General Support**

Contractor shall provide reception and general support for floors where reception stations are planned. Reception and general support can encompass but are not limited to the duties below:

### **JOB DESCRIPTION**

- Create a welcoming environment, receiving, informing and guiding visitors, employees and suppliers in a cordial, friendly and professional manner
- Visitor registration
- Notifying hosts of guests' arrival
- Looking after guests in reception; Book taxis if required
- Control and distribution of national and international correspondence, registering and comparing the amount of shipment with amounts spent
- File and organize documents (emails, invoices, receipts, reports, among others) both in physical and scan for digital format.
- Update all lists, referring to branches, birthdays, emergencies, family, communication, access control, parking spaces control, among others
- Assist technical and operations staff with administrative duties
- Manage the warehouse
- Maintaining the displays of Client literature
- Schedule meetings and help departments in each floor with tasks required, taking into account organizational rules
- Support the organization of events when necessary, requesting cleaning, maintenance and IT services

- Maintaining a reception environment that is clean, tidy and accurately reflects the corporate image of the Client
- Assist in fire evacuation arrangement together with hard service and security team.
- Perform the work under your responsibility in accordance with the Bank's policies and procedures.
- Administrative support if required

**PROFESSIONAL REQUIREMENTS:**

- Technical Skills: **Bachelor or college degree**, at least three year of previous experience work with similar activities, mandatory fluent English (writing and speaking), previous experience in international companies interacting with foreigners is a differential, knowledge in Microsoft Office package, smart user for new technologies, at least, basic knowledge in security and evacuation arrangements.
- Soft Skills: customer services oriented, good interpersonal relationship, initiative, organization, assertive communication (oral and written English and Chinese), multitask, problem solving oriented.

**Note:** An Administration Department team member will interview the potential candidates for such position.

Currently the Bank performs this service with 5 FTEs.

**9. Mailing and Shipment Services**

Contractor shall provide mailing and shipment services (sending and receiving correspondences/packages). The bidder should propose a logistical solution for sending and receiving correspondences/packages, considering the bank's facilities, number of employees, system, internal procedures as well as the local/international mail and shipment regulations. Currently the process is manually so the bidders can propose an automated system to control receiving sending and correspondences/packages, which will be approved by IT team.

For reference in **2020, were 5346** express services and in **2021 until February 877**.

**10. Storage Management**

Contractor shall manager according NDB guidelines the storage and warehouse. Contractor shall manage the stock and supplies of the storage room assigned by Administration, including, but not limited to keep record of the use, purchase and expiration date.

**III. KEY PERFORMANCE INDICATORS**

Before the signature of the contract, the Bank and the Contractor will agree on Key Performance Indicators (KPI) to measure the delivery of the services under the contract. These KPIs will be integrated into a Service Level Agreement to be agreed upon at signing of the contract. The Contractor must be able to provide all measurements as requested by the Bank.

The Contractor will set up processes to monitor performance against the KPIs that are to be measured and will report on KPI performance.

The following KPIs are provided as samples, which may be included in the SLA. However, indicators **1, 5, 8 and 9** should be **mandatories**.

### **Key Performance Indicators (Samples)**

- **Indicator # 1 Indicator Name:** Customer Satisfaction

**Definition:** Customer satisfaction with the level of service provided shall not be lower than 95% of customer survey results.

- **Indicator # 2 Indicator Name:** Responsiveness

**Definition:** Work Orders and Service Requests are performed in a timely manner as defined in the SLA.

- **Indicator # 3 Indicator Name:** Complaints

**Definition:** Complaints received and resolved within the established rectification time.

- **Indicator # 4 Indicator Name:** Invoice Accuracy

**Definition:** Invoices received by the Bank are correct accurate and on time with full supporting documentation.

- **Indicator # 5 Indicator Name:** Cost Savings

**Definition:** Cost saving and cost avoidance recommendations are provided on a regular basis.

- **Indicator # 6 Indicator Name:** Staffing Levels

**Definition:** 95% of employees are available for their contracted hours of work.

- **Indicator #74 Indicator Name: Quality Assurance Audit (QAA) Reports and follow Up Corrective Actions**

**Definition:** Quality Assurance Audit (QAA) Reports are provided and follow up Corrective actions are executed in a timely manner (as defined in the SLA).

- **Indicator # 8 Indicator Name:** Waste Audit Reports

**Definition:** Ensure that the generated waste is sort and disposed correctly, and provide audit reports periodically as agreed with the Bank to demonstrate that the process has been adhered to.



## Appendix A – Building Location and Square Footage



### **NDB Headquarter Building comprises the boundaries, functions and positions of Block A**

The proposed NDB Headquarter Building will accommodate about 2,500 people working at the same time. Standard Office Area and Management Office Area accommodate about 1,800 people. It intends to provide about 2,000 fixed office spaces. There are totally **about 500 people** in Public Service Area, including NDB employee, property management team and security team. From top floors down to low floors, the building is such vertically arranged as Board Room, Management Office Area, Staff Office Area, Server Room Area, Comprehensive Service Area, Underground Service Area and Garage Area.

The General information of NDB Headquarters Project is listed as follows:

- Land Area : 12,067.4m<sup>2</sup>
- Overall Floor Space : 126,423.1 m<sup>2</sup>
- Above Ground Floor Area : 85,676.95 m<sup>2</sup>
- Basement Floor Area : 40,746.15 m<sup>2</sup>
- Above Ground Levels: 30 Floors
- Basement: 4 Floors
- Height of Tower Building: 150m
- Height of Podium Building: 33m
- Car parking lot: 520
- Total Capacity: 1800 staff people+500 service people
- Working hours: 9:00 am to 5:15 pm, Monday to Friday

## **Appendix B – Basic Building Floor Plans**

The drawings samples will be shared with participant after receiving signed Non-Disclosure Agreement, for all details please contact: [nepeivoda.ivan@ndb.int](mailto:nepeivoda.ivan@ndb.int)

### **Non-disclosure agreement**

SHANGHAI, CHINA [●], [●] 20[●]

#### **PARTIES:**

**NEW DEVELOPMENT BANK**, a multilateral development bank headquartered in Shanghai, China (the “**Discloser**”); and

[ ] (the “**Recipient**”); and

hereinafter collectively referred to as the “**Parties**” and each as the “**Party**”,

entered into this Non-Disclosure Agreement (the “**Agreement**”) as follows:

#### (i) **DEFINITIONS**

“**Articles of Agreement**” means the articles of agreement between Brazil, Russia, India, China and South Africa dated July 15, 2014, establishing the Discloser, as may be amended from time to time.

“**Authorised Persons**” mean the persons listed in **Annexure I** of this Agreement, who are authorised to receive the Confidential Information from the Recipient to the extent the disclosure is required for the Permitted Purpose.

“**Confidential Information**” - Subject to clause 1.4 below, means information which simultaneously complies with each of the following criteria:

- (i) is disclosed or made available whether before or after the date of execution of this Agreement in any form or medium, including, but not limited to, written form or verbally, in electronic form or through electronic means of communication, directly or indirectly, by the Discloser to the Recipient;

is required to carry out the activities for the Permitted Purpose or is otherwise related to the Permitted Purpose; and

is not publicly available or in public domain.

The Confidential Information, *inter alia*, may be contained in letters, memorandums, opinions, letters before action, complaints, research reports, schemes and other documents, both in tangible media

and in electronic form. Without limiting the generality of the foregoing and subject to the definition of the “**Confidential Information**” above, the Confidential Information includes, *inter alia*:

information on this Agreement;

information on any activities carried out by the Discloser and the Recipient for the Permitted Purpose, as well as on the presence of such activities;

information on clients of the Discloser and their activities as well as on the presence of such clients;

written and verbal statements including, but not limited to, in electronic and postal correspondence, as well as information on the presence of such statements;

contracts and agreements, information and data contained therein, as well as information on the presence of such contracts and agreements;

information on participatory interests and shares in legal entities (amount, percentage of shareholding, purchase costs etc.), as well as information on holding of such participatory interests and shares;

information on financial, legal, structural and other relations between individuals and legal entities;

information on counterparties of individuals and legal entities; and

financial statements and business plans.

1.4 The term “**Confidential Information**” shall not apply, or shall cease to apply, to information which the Recipient can show to the Discloser's reasonable satisfaction: (a) that it is, or becomes generally available to the public other than as a direct or indirect result of a disclosure in violation of this Agreement; (b) was or is developed by the Recipient independently of, and without reference to, the Confidential Information; or (c) that it is, or becomes available to the Recipient from a Third Party source that is not connected with the Discloser and that such source was not under any obligation of confidentiality in respect of that information.

1.5 “**Data Storage Devices**” mean material objects which contain the Confidential Information in the form of characters, technical solutions or processes.

1.6 “**Permitted Purpose**” means [considering, evaluating, processing, providing opinions/ consultation service]<sup>4</sup> in relation to the Proposed Transaction from time to time, including but not limited to [●].

1.7 “**Proposed Transaction**” means [●]

1.8 “**Third Party**” means any individual or legal person other than the Discloser, the Recipient and the Authorised Persons. The term “**Third Parties**” shall be construed and interpreted accordingly.

(i) **Use**

The Recipient hereby agrees that it will, and will cause the Authorised Persons and the Third Parties (to whom the Confidential Agreement has been disclosed in accordance with the terms of this Agreement) to, keep the Confidential Information in confidence, safeguarding it as private, and will not, without the prior written consent of the Discloser or except as expressly provided in this Agreement, disclose or use, in any manner whatsoever, in whole or in part, either directly or indirectly, the Confidential Information for any purpose other

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<sup>4</sup> Note to Draft: *The definition of Permitted Purpose to be modified on a transaction basis.*



than the Permitted Purpose. The Recipient further agrees that (i) each such person to whom it discloses the Confidential Information shall comply with the obligations set out in this Agreement as if they were the Recipient, and (ii) in case of disclosure to Third Parties, any such Third Party to whom disclosure is made shall enter into a confidentiality agreement with the Recipient on terms equivalent to those contained in this Agreement.

(ii) **Disclosure of Confidential Information**

The Recipient shall be entitled to disclose the Confidential Information without the consent of the Discloser to the following persons:

Authorised Persons, in such a case the Recipient shall be liable for an unauthorised disclosure, receipt, handling, use, keeping or adjustment of the Confidential Information that may take place as a result of the acts of such persons; and

persons, in order to satisfy an order/ decree/ directive/ governmental action/ request of a court of competent jurisdiction/ tribunal (judicial and quasi-judicial bodies)/ regulatory or government authorities (and departments), pursuant to applicable law (including introduction of new law and change in interpretation of any existing law), rules and regulations, judicial orders/ decrees/ governmental action/ request; or as required to be disclosed pursuant to applicable law, rules and regulations, from time to time. *Provided that* only the required part of Confidential Information should be disclosed and the Recipient shall use reasonable efforts to seek assurance from such persons that confidential treatment will be accorded to such Confidential Information. In such a case, the Recipient shall provide the Discloser with immediate notice before such Confidential Information is disclosed to the extent permitted by applicable law, or in any case promptly notify the Discloser of the existence, terms and circumstances of such requirement, so that the Discloser may seek to obtain a protective order or other appropriate relief. The Recipient will cooperate fully with the Discloser in seeking such protective order or relief.

In any other case except those described in clause 3.1 of this Agreement, the Recipient may disclose the Confidential Information to the Third Parties only with the Discloser's prior written consent and to the extent specified in the consent and required for the Permitted Purpose. In such a case the Recipient shall be liable for an unauthorised disclosure, receipt, handling, use, keeping or adjustment of the Confidential Information that may take place as a result of the acts of such persons.

(iii) **Protection of Confidential Information**

The Recipient shall protect the Confidential Information in such a way as to prevent any unauthorised disclosure, receipt, handling, use, keeping or adjustment thereof by the Third Parties and Authorised Persons, as well as to comply with the obligations undertaken under this Agreement, professional standards, business practice and applicable law.

The Recipient shall use the same degree of care when dealing with the Confidential Information as the Recipient uses to protect its own confidential information.

Before the Recipient discloses the Confidential Information to the Authorised Persons or Third Parties, the Recipient shall notify them of the Recipient's undertakings under this Agreement and instruct/ inform such persons to keep such information confidential. Further, the Recipient will be responsible for compliance of the terms of this Agreement by such Authorised Persons/ Third Parties.

The Confidential Information shall not be transmitted with the use of unsecured telephone, telegraph or facsimile lines, as well as through the internet without taking protective measures satisfactory to the Discloser.

The Recipient shall promptly notify the Discloser of any unauthorized disclosure or threat of unauthorized disclosure of the Confidential Information that took place or may take place as a result of the acts of the Recipient/ Authorised Persons/ Third Parties or that the Recipient became aware of. The Recipient shall also take all reasonable steps, at its own expense, required to prevent or stop the suspected/ threatened or actual breach of this Agreement.

(iv) **Proprietary rights**

The Discloser shall remain the holder of the Confidential Information and the owner of the Data Storage Devices transferred to the Recipient (*if any*). This Agreement, the disclosure of the Confidential Information in connection with this Agreement, the transfer of the Data Storage Devices and/or the grant of an access to the databases of the Discloser shall not constitute a transfer of any rights or interests of any kind, whatsoever, in or to, the Confidential Information to the Recipient.

(v) **Return or Destruction**

At any time during the term of this Agreement, the Discloser may request the Recipient to:

return the Data Storage Devices, including, but not limited to, the documents containing the Confidential Information and provided to or generated by the Recipient, Authorised Persons and/or Third Parties, without retaining any copies thereof; and/or

delete and destroy the Confidential Information that have been supplied to or generated by the Recipient, Authorised Persons and/or Third Parties. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information,

promptly, and the Recipient shall provide the Discloser with a written certification that all the requested actions have been duly carried out or have been caused to be carried out by the Recipient.

(i) **representantions and WARRANTIES**

7.1 The Recipient acknowledges and agrees that the Confidential Information may not be accurate or complete and the Discloser makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

7.2 The Recipient represents and warrants that there is no conflict of interest for the Recipient arising out of the fact that the Recipient will carry out activities for the Permitted Purpose, including, but not limited to, analysis of information to be received from the Discloser that is related to the Permitted Purpose.

7.3 The Recipient acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Recipient undertakes not to use any Confidential Information for any unlawful purpose.

(i) **Liability and indemnification**

If the Confidential Information is disclosed or used in breach of this Agreement as a result of the acts of the Recipient or the Authorised Persons or the Third Parties, the Recipient shall be liable for and indemnify the Discloser for all losses, damages, expenses, demands, actions, proceedings, claims and all other liabilities arising out of or related to such breach of the Agreement, in tort, contract or otherwise, in accordance with applicable law.

8.2 Notwithstanding the provisions of clause 8.1 and any other rights or remedies that the Discloser may have under this Agreement or otherwise, the Recipient hereto acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and that the Discloser also will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement. All remedies provided in this Agreement are cumulative.

(i) **Term of the Agreement**

If the Recipient decides not to continue to be involved in the Permitted Purpose with the Discloser, it shall notify the Discloser immediately.

This Agreement shall come into effect from the date of its execution by both the Parties and remain in force for a period of 2 (two) years from - (i) the date of execution of this Agreement; or (ii) the date of termination of the Recipient's engagement for the Permitted Purpose, whichever is later.

The Recipient hereby agrees and acknowledges that with respect to the Confidential Information disclosed or provided by the Discloser to the Recipient before the execution of this Agreement (*if any*), the terms of this Agreement shall apply retroactively.

The termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

(ii) **Miscellaneous**

The Recipient shall not assign its rights and/or transfer its obligations under this Agreement without the Discloser's prior written consent.

Nothing in this Agreement shall constitute a commitment or obligation by the Discloser to provide financing for the Proposed Transaction or any other investment commitment to the Recipient.

This Agreement shall be governed by [English law].

The Parties shall make all necessary efforts to resolve any disputes arising out of this Agreement by negotiations. If the Parties fail to resolve such disputes by negotiations within three (3) weeks after the written complaint is provided to a Party by the other Party, all such disputes shall be finally resolved by arbitration as provided in clause 10.5 herein below.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the Arbitration Rules of the HKIAC ("**HKIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong, People's Republic of China. The tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English. Notwithstanding any provisions of the HKIAC Rules,

the arbitral tribunal shall not be authorized to take or provide, and the Recipient shall not be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against the Discloser. The Parties acknowledge and agree that no provision of this Agreement or of the HKIAC Rules, nor the submission to arbitration by the Discloser, in any way constitutes or implies a waiver, termination or modification by the Discloser of any privilege, immunity or exemption of the Discloser granted in the Articles of Agreement, international conventions, or applicable law.

If any term or provision of this Agreement is held for any reason to be invalid or unenforceable, in whole or in part, such term or provision or part to that extent be deemed not to form part of this Agreement and the legality, validity or enforceability of the remainder of the Agreement will not be affected or impaired.

It is understood and agreed that no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

No modification or waiver of the terms and conditions of this Agreement shall be binding on either Party unless agreed in writing.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same instrument.

Any notice or other communication to be given in connection with this Agreement must be in writing and delivered in person, by courier service or e-mail to the addresses set forth herein below. Any notice or other communication so given will be deemed to have been received on the date of actual receipt by the recipient.

If to the Discloser:

[•]

If to the Recipient:

[•]