INSTRUCTIONS TO BIDDERS
(Please read in conjunction with the Bid Data Sheet [BDS])
Provision of Indefinite Delivery Indefinite Quantity (IDIQ) Contract Services for Staff Augmentation and/or Deliverable Services

A. General

1. Scope of Bid

1.1. The Asian Development Bank (hereinafter referred to as "ADB") wishes to receive Bids from prospective Bidders for the engagement of a Contractor for the Works described in the Bid Data Sheet (BDS).

1.2. The Works shall be complete in all respect, and shall be provided in accordance with the Statement of Work (Appendix 1).

1.3. The successful Bidder will be contracted based on the requirement, for the period provided in the Statement of Work Milestones and Timelines, reckoned on the commencement date of the Contract.

1.4. The sealed Bids shall be completed and submitted to ADB in accordance with the provisions contained in the "Instructions to Bidders (ITB)."

2. Qualifications of the Bidder

2.1. Please refer to the BDS.

2.2. In the case of joint ventures (JV), the qualifications and experience of all firms in the JV shall be considered as if the JV was a single Bidder. At least one firm in the JV must be a legally registered commercial enterprise established in the business of providing the required Works or a subsidiary of a legally registered company. ADB shall require the identification of the JV partners and either a copy of the agreement entered into by the JV partners or the commitment to enter into a joint venture agreement. The Contract with ADB must be signed so as to be legally binding on all partners, while only one of the firms in the JV arrangement shall be authorized by other partner(s) to receive payments and instructions for and on behalf of any and/or all partners of the JV.

2.3. ADB’s Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, suppliers, and contractors under ADB-financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the ADB:

(i) defines, for the purposes of this provision, the terms set forth below as follows:

(a) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
(b) "fraudulent practice" is 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.

(c) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(d) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(ii) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(iii) shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB-financed Contract, the sanction of which shall include but not be limited to the execution of the penalties set forth under the Bid Securing Declaration or forfeiture of Performance Security, whichever is applicable, depending what stage of the project when collusion was discovered; and

(iv) shall have the right to inspect the accounts and records of the Contractor relating to the performance of the Contract and to have them audited by auditors appointed by ADB.

2.4. ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ADB’s Anticorruption Policy. In pursuance of ADB’s Anticorruption Policy’s requirement that Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, suppliers, and Contractors under Bank-financed Contracts, observe the highest standard of ethics. ADB shall take appropriate actions, which include not financing of the Contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, they:

(i) have controlling shareholders in common; or

(ii) receive or have received any direct or indirect subsidy from any of them; or
(iii) have the same legal representative for purposes of a Bid; or

(iv) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a Bid of another Bidder, or influence the decisions of ADB regarding the bidding process;

(v) have submitted more than one Bid in the bidding process, except where alternative offers may be permitted under the Bidding Documents; this does not limit the participation of subcontractors in more than one Bid, or Bidders and subcontractors in more than one Bid, or as Bidders and subcontractors simultaneously; or

(vi) have participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a Bid.

2.5. Penalties on Collusion by Bidders

(i) If any Bidder is found to have colluded with other Bidders to fix the Bid prices prior to award of Contract, the Bidder shall be disqualified to bid for any future projects of ADB.

(ii) If the collusion with other Bidders to fix the Bid prices is discovered after award of Contract, ADB has the right to impose the following penalties on the Successful Bidder:

(a) The Contract shall be terminated by ADB immediately;

(b) The Performance Security shall be withheld by ADB and shall be called upon for deduction to meet all costs that are incurred due to termination of the Contract and re-Bid processes; and

(c) In addition, the Successful Bidder shall be disqualified to Bid for any future projects of ADB.

3. Bid Procedure – Please refer to the BDS

4. Cost of Bid

The Bidder shall bear all the costs associated with the preparation and delivery of its Bid and ADB shall in no case be responsible for such costs.

B. Bid Documents

5. Contents of Bid Documents

5.1. Please refer to the BDS.

5.2. The Bidder is expected to examine carefully the contents of the Bid
Documents. Bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

5.3. The Bidder shall fully disclose whether any of the Bidder’s personnel [including the owner, the directors, the manager(s) or any of the employees] has been formerly connected with ADB in any capacity as a regular or contractual staff or as a consultant. Failure to disclose this information may be grounds for disqualifying the Bidder or for immediate termination of the Contract with the Bidder.

5.4. The Bidder shall furnish information as described in the Financial Bid Form on commissions or gratuities, if any, paid or to be paid relating to this Bid, and to contract execution if the Bidder is awarded the Contract.

6. Clarification on Bid Documents

Bidders requiring any clarification on the Bid Documents may notify ADB in writing by electronic message at ADB’s e-procurement system. ADB shall respond to any request for clarification, provided it is received on/or before the date specified in the BDS.

7. Pre-Bid Meeting and Site Inspection

7.1. The Bidder’s designated representative is invited to attend a Pre-Bid meeting, if provided for in the BDS. The purpose of this meeting is to:

(i) answer any queries from the Bidders;

(ii) furnish all information that may be necessary for preparing the Bid and entering into a Contract; and

7.2. Bidders are advised to send appropriate representatives to attend the Pre-Bid meeting. Any claim by the Bidder to change the substance of the Bid due to his failure to understand the requirements shall not be entertained.

8. Amendment to Bid Documents

8.1. At any time prior to the deadline for submission of Bids, ADB may for any reason modify the Bid Documents by issuing addenda.

8.2. Any addendum issued shall form part of the Bid Documents and shall be communicated to all Bidders in writing by electronic message at ADB’s e-procurement system.

8.3. To afford prospective Bidders reasonable time to take an addendum into account in preparing their Bids, ADB may extend the deadline for submission of Bids.

C. Preparation of Bids

9. Composition of Bid (Bid Proposal)
9.1. **TECHNICAL BID** – it shall consist of and be structured as specified in the BDS.

9.2. **FINANCIAL BID** – it shall consist of and be structured as specified in the BDS.

9.3. The Bid Documents as herein listed shall be duly completed with all entries typed or printed in ink.

9.4. The completed Technical and Financial Bid Forms shall be without interlineations or erasures except those required to correct errors made by the Bidder, in which case the erasures and interlineations shall be initialed by the person or persons signing the Bid.

9.5. It is incumbent on the Bidder that when the documents mentioned above are duly completed, they should be submitted simultaneously by the Bidder in accordance with *Clauses 16 and 17.*

9.6. ADB is not bound to accept the lowest or any Bid, nor is it obliged to give any reason for the rejection of any Bid.

10. **Bid Language**

The Bid and other documents including any correspondence related to the Bid shall be in the language specified in BDS.

11. **Bid Currency**

The rates submitted by the Bidders shall be as specified in BDS. For purposes of evaluation of Financial Bids, all Bids shall be converted in US Dollar at the exchange rate specified in the BDS.

12. **Bid Price**

12.1. Unless otherwise specifically stated in the Contract, the Bid prices shall be deemed to include, inter alia, (i) labor costs; (ii) use of facilities, tools and equipment; (iii) supplies and materials including wastage; (iv) transportation to ADB-HQ; (v) administrative, supervision and overhead expenses; (vi) profit; and (vii) incidental expenses for the provision of the required Works. Since ADB is exempted from paying taxes and duties under the Articles of Agreement Establishing the Asian Development Bank (Charter) and the Agreement between the Asian Development Bank and the Government of the Republic of the Philippines regarding the Headquarters of the Asian Development Bank (Headquarters Agreement) the Bidder shall calculate its prices for the service items *exclusive of all applicable taxes.*

12.2. The Bid price offered in the Financial Bid Form shall be flat rates for full execution of the Works in every respect. The Bidder shall be deemed to have taken account of all the requirements, whether expressed or implied, covered by all parts of the Bid Documents and other stipulated documents, and to have priced the items in the Bid Form accordingly. The total Bid price
shall be the basis for payments for the Works provided in accordance with the Bid Documents.

12.3. The Bid price under the terms and conditions specified in the Contract shall be deemed to be firm and fixed. No claim for adjustments in the contract prices based on the Bids shall be considered by ADB for any change in foreign exchange rate, for any increase in wage rates, for any escalation costs of office materials and supplies. Any such change, increase or escalation shall be deemed to have been taken into account and included in the Bid price.

13. **Bid Validity**

13.1. The Bid shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by ADB. A Bid valid for a shorter period shall be rejected by ADB as non-responsive.

13.2. Prior to the expiry of the Bid validity period, ADB may request the Bidder for a specified extension in the period of Bid validity. A Bidder may refuse the request or agree to the request without modifying the original Bid. The request from ADB and responses by the Bidder shall be made in writing.

14. **Bid Security**

ADB shall waive the Bid security requirement, provided the Bidder signs the Bid Securing Declaration (Appendix 5) accepting that, if the Bidder withdraws or modifies its Bid during the period of validity, or the Bidder is awarded the Contract, and it fails to sign the Contract or submit a Performance Security in accordance with Clause 28, then the Bidder shall be disqualified from bidding in any or all future Contract with ADB.

15. **Bid Signing**

A person or persons (in case of Joint Venture) duly authorized to bind the Bidder to the Contract shall sign the Bid. Proof of authorization shall be furnished in the form of a Secretary’s Certificate or Written Power of Attorney which shall accompany the Bid. **The name and position held by each person signing the authorization and the duly authorized person or persons must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid. Failure to do so shall be grounds for disqualification of the Bidder.**

D. **Bid Submission**

16. **Sealing and Marking of Bids** – Please refer to the BDS

17. **Deadline for Submission of Bids**

Bids should reach ADB not later than the date and time indicated in the BDS. The Bids should be sent electronically through ADB’s e-procurement system to the attention of IT Procurement and Contracts Specialist, Procurement and Contracts Administration unit. The step by step walkthrough for submission will be sent to the
Bidder through email upon receiving the Bidder’s complete contact details.

18. **Late Bids**

ADB shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with *Clause 17*. Any Bid received by ADB after the deadline for submission of Bids shall be rejected.

19. **Modification and Withdrawal of Bids**

19.1. The Bidder may modify or withdraw its Bid after Bid submission, provided that written notice of the modification or withdrawal is received by ADB, prior to the deadline for the submission of Bids. The Bidder’s modification or withdrawal notice shall be entered in ADB’s e-procurement system. The step by step walkthrough for modification or withdrawal of Bids will be sent to the Bidder through email upon receiving the Bidder’s complete contact details.

19.2. No Bid may be modified subsequent to the deadline for submission of Bids.

19.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. **Bid Opening and Evaluation**

20. **Bid Opening** – Please refer to the BDS

21. **Bid Evaluation**

21.1. To assist in the examination, evaluation and comparison of Bids, ADB may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and response shall be in writing or by email. Clarification on the Bidder’s technical capability may also be done by way of inspecting Bidder’s company premises and/or visits to one or more of the Bidder’s clients by ADB’s representatives. The Bidder should provide full cooperation if ADB deems necessary to do so.

21.2. Subject to *Clause 21.1*, no Bidder shall contact ADB on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of ADB, it should do so in writing.

21.3. Any effort by the Bidder to influence ADB in ADB’s Bid evaluation, Bid comparison or contract award decisions may result in: (i) the rejection of the Bidder’s Bid; and (ii) disqualification of the concerned Bidder to Bid for future procurement by ADB.

21.4. ADB shall undertake a **post qualification** review of each Bidder based on the qualification criteria indicated in *Clause 2*. Bids submitted by the Bidders who meet the qualification criteria shall be considered by ADB for further bid evaluation. Bids, which do not meet the qualification criteria, shall be
21.5. ADB shall determine whether each Bid submitted by a qualified Bidder is (i) properly signed; (ii) the same name of company invited to participate in the Bidding; (iii) substantially responsive to the requirements of the bid documents; (iv) arithmetic errors in computation were made in the bids; and (v) the Bids are otherwise generally in order. ADB may, based on factual justification and in consideration of requirements for competition and transparency, waive minor and/or administrative deficiencies in Bidders’ submissions.

21.6. A Bid that is not substantially responsive to the Bidding documents or contains inadmissible reservations shall be rejected. A Bid shall be rejected if it is determined to contain an omission or misrepresentation that is determined by ADB, to amount to an integrity violation of ADB’s Anticorruption Policy.

21.7. **Technical Bids** shall be evaluated based on the Evaluation framework indicated in the BDS. A substantially responsive Bid is one that conforms to all terms, conditions and specifications of the Bid Documents without material deviation or reservation. A major deviation would normally occur when (i) the scope, quality or performance of the Works offered substantially differ from the Bid Documents; (ii) the Bid offer limits in any substantial way, ADB’s rights or the Bidder’s obligations under the Contract; or (iii) any rectification would unfairly affect the competitive position of other Bidders with substantially responsive Bids. A major deviation shall result in the rejection of the Bidder’s Bid.

21.8. Only **Financial Bids** of the technically compliant Bids shall be considered in the financial evaluation. Bidders who do not conform to the specified requirements shall be rejected as deficient and non-responsive Bids and shall not be included in the financial evaluation. For evaluation and comparison purposes, the currency of the Bid shall be converted into a single currency specified in the BDS.

21.9. In case of discrepancies between price given in words and that given in figure for the same item, the prices given in words shall prevail. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item shall be corrected. If there is a discrepancy between the total amount stated in the Financial Bid Form and the sum of the total price per item, the sum of the total price per item shall prevail and the total amount shall be corrected.

21.10. If the Bidder does not accept the corrected amount of Bid as per **Sub-Clause 21.9**, its Bid shall be considered as withdrawn, and the Bidder shall be disqualified to Bid for any future projects of ADB.

22. **Non-conformities, Errors and Omissions**

22.1 Provided that a Bid is substantially responsive, ADB may waive any non-conformity or omission in the Bid that does not constitute a material
deviation.

22.2 Provided that a Bid is substantially responsive, ADB may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

F. Award of Contract

23. Award

23.1. Following the post qualification review, technical and financial evaluation of each Bidder, the Bidder that submitted the lowest-cost evaluated, substantially responsive and complying Bid will be selected.

23.2. Subject to Clause 24, ADB shall award the Contract to the Bidder that submitted the lowest-cost evaluated, substantially responsive and complying Bid.

23.3. During the Bid evaluation, ADB reserves its right to negotiate the prices with a view to obtain the best value for money for ADB.

24. ADB’s Right to Accept or Reject Any Bid

ADB reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ADB’s action.

25. Notification of Award

25.1. ADB shall notify the successful Bidder by a Letter of Acceptance of Bid (Appendix 6) that its Bid has been accepted.

25.2. The Letter of Acceptance of Bid, together with the Bid, shall form a contract between ADB and the successful Bidder, until the Contract has been effected pursuant to Clause 27.

26. Transition Period

A one-month transition period shall start at the commencement of Works. Key personnel of the successful Bidder are required to come to ADB for familiarization on the service requirement. The number of personnel shall gradually increase to the desired number of full personnel complement within the one month period.

27. Execution of the Contract

27.1. The Bidder to whom the Contract is awarded is required to enter into and execute a Contract Agreement (Appendix 7) in accordance with the form, conditions and requirements in the Bid Documents, and to furnish the
required Performance Security Comprehensive General Liability Insurance and other stipulated documents within fifteen calendar days from the date the Bidder receives ADB’s Letter of Acceptance of Bid.

27.2. ADB, as necessary, may include among the conditions of contract requirements that Bidders, suppliers, consultants, contractors, service contractors and concessionaires shall allow ADB to:

(i) inspect their accounts and records and other documents relating to the submission of Bids and contract performance and have them audited by auditors appointed by ADB;

(ii) require them to respond to questions or to produce any document necessary for the investigation of allegations of integrity violation;

(iii) require their employees or agents to respond to questions or produce any document necessary for the investigation of allegations or integrity violation; and

(iv) require them, as well as their employees or agents, to report to the Office of Anticorruption and Integrity (OAI) suspected integrity violations of which they have knowledge or become aware in relation to the Bidding process, negotiation, or execution of a contract.

27.3. If the successful Bidder refuses or fails to enter into Contract Agreement within the stipulated time, the Bidder shall be disqualified to Bid for any future projects of ADB.

28. Performance Security

28.1. The successful Bidder shall post a Performance Security in favor of ADB in the amount specified in the BDS to guarantee its faithful performance of the Contract. The Performance Security, payable in the currency of Bid or Philippine Peso, shall be in the proforma attached herewith (Appendix 12).

28.2. Failure of the successful Bidder to submit to ADB the required Performance Security shall constitute sufficient ground for annulment of the award and shall be disqualified to bid for any future projects of ADB.

29. Notice to Proceed

After the Contract has been entered into, ADB shall issue a Notice to Proceed. The effectivity of the Contract is indicated in the BDS.

30. Special Character of ADB

The Bidder’s special attention is drawn to the special character of ADB as an international financial institution with status, privileges and immunities as established under the Charter and the Headquarters Agreement. The Bidder is advised to study these documents, copies of which are available from ADB free of
charge, during normal office hours, in order to assess his or her rights and obligations under the Contract.

31. Confidentiality/Non-disclosure

31.1. The information contained in this Bid Documents, or accumulated through other written or verbal communications, is confidential. It is for information purposes only, and is not to be disclosed or used for any other purpose. All information contained herein is private and is protected by law.

31.2. Information received in response to this Bid Documents shall be held in strict confidence, and shall not be disclosed to any party other than ADB without written consent. A non-disclosure agreement can be arranged, if requested.

32. Warranty Coverage

32.1. The Bidder should include a warranty period of at least one (1) year starting from the completion of the commissioning. Warranty should cover parts and labor.

32.2. The Bidder shall state the extent of warranty and local or alternative support it can provide in addition to the ADB’s minimum requirements. The Bidder shall specify in detail the components that are covered under this warranty and the circumstances by which this warranty is honored.
BID DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in the Instructions to Bidders.

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<tr>
<th>ITB Clause</th>
<th>Amendments of, and Supplements to, Clauses in the ITB</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Asian Development Bank (ADB) is a multilateral development finance institution headquartered in Manila, Philippines. For further information, please refer to <a href="http://www.adb.org">www.adb.org</a>. ADB issues this Bidding Document for the Provision of Indefinite Delivery Indefinite Quantity (IDIQ) Contract Services for Staff Augmentation and/or Deliverable-based Services.</td>
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<tr>
<td>1.3</td>
<td>The IT Service Provider (ITSP) shall provide the services described in the attached Statement of Work (SOW) during the contract term, including qualified personnel, products and services necessary to perform the specific tasks needed by ADB. The SOW is intended to be comprehensive, but is not all-inclusive, in describing the particular scope, deliverables, activities, resources or other requirements necessary for the proper performance of the services. This may include all functions, tasks, responsibilities, support, equipment and software and personnel required from and as accepted by the ITSP. Specific Terms of Reference (TOR) will be floated to all qualified ITSPs for open requirements and for which the ITSPs will endorse Curriculum Vitae (CV) of suitable candidates to ADB. The ADB User Unit will review the CVs and an interview with the potential candidate may be requested through the ITSP to validate the contents of the CVs. ADB may source candidates through its own networks. Should the candidate be qualified for engagement, ADB will refer the candidate details to all the qualified ITSPs for appropriate rate determination. In such cases, a 15% discount will be applied on the first total monthly billing of the said resource. ADB reserves the right to reject any candidate whose qualification and training, in the opinion of ADB, does not adequately equip the person for the assigned work. TORs of new skill sets not identified in Annex A of the SOW will be floated by ITD to all ITSPs. The prequalified ITSP will be contracted based on the requirement for IDIQ services – Staff Augmentation and/or Deliverable-based services, for a maximum period of five (5) years from the commencement date of the Contract, subject to satisfactory performance which will be reviewed annually. Engagement of non-performing ITSP may be pre-terminated based on the result of Service Level Agreement assessment and provisions in the General Conditions of the Contract on Termination. <strong>Please note that ADB does not guarantee a specific or fixed number of technical staff to be engaged during the contract period.</strong></td>
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2.1 (i) Have the nationality on eligible country in accordance with *Appendix 14*: List of ADB Eligible Member Countries. A Bidder shall be deemed to have the nationality of a Member Country if it is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country;

(ii) Have an independent legal existence as a valid registered company for at least five (5) years;

(iii) Have a sound financial and credit position for the past two years. As a minimum, the Bidders net worth/total equity, calculated as the difference between total assets and total liabilities, should be positive;

(iv) Have not been sanctioned nor be ineligible to enter into transactions with ADB or any other multilateral development bank or institution; and

(v) Past performance of services at ADB (if applicable) will be taken into consideration as part of the bid evaluation.

3. Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid shall be disqualified.

A **Single Stage** prequalification procedure shall be followed wherein the Bidders shall submit the Technical Bid Form (*Appendix 2A*) IDIQ Vendor Response Template (*Appendix 2C*) and required documents electronically in ADB’s e-procurement system. The Technical Bids shall be evaluated based on the Technical Evaluation Criteria (*Appendix 2B*) and the procedure set therein.

Only bidders who comply with all requirements shall be considered for the opportunity.

5.1 In addition to the Instructions to Bidders, the Bid Documents are composed of following documents, which should be read in conjunction with any addendum issued in accordance with *Clause 8*:

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<th>(i)</th>
<th>Statement of Work</th>
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<th><em>Appendix 1 and its annexes</em></th>
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<tr>
<td></td>
<td>Technical Bid Form</td>
<td>—</td>
<td><em>Appendix 2A</em></td>
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<td>(iii)</td>
<td>Technical Evaluation Criteria</td>
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<td><em>Appendix 2B</em></td>
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<td>(iv)</td>
<td>Vendor Response Template</td>
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<td><em>Appendix 2C</em></td>
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<td>(v)</td>
<td>Financial Bid Form</td>
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<td><em>Appendix 3</em></td>
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<td>(vi)</td>
<td>Secretary’s Certificate</td>
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<td><em>Appendix 4</em></td>
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<td>(vii)</td>
<td>Bid Securing Declaration</td>
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<td><em>Appendix 5</em></td>
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PUBLIC. This information is being disclosed to the public in accordance with ADB’s Access to Information Policy.
You may also notify ADB in writing by e-mail to procurement@adb.org, copied to ljison@adb.org and mrecto@adb.org. Deadline for submitting requests for clarification is on **15 August 2023**. ADB will respond to any request for clarification, provided it is received not less than three (3) calendar days prior to the deadline for submission of proposal.

The Pre-bid Meeting shall be conducted **11 August 2023, 3:00PM - 4:00PM** (Manila Time) through the MS Teams platform. Please submit the name, position and email address of your participants through the eProc portal or through e-mail (ljison@adb.org) on or before **10 August 2023, 4:00pm (Manila Time)** with the following subject:

**Subject:** [Representatives | Name of Bidder] Pre-Bid Meeting for Pre-qualification for the Provision of Indefinite Delivery Indefinite Quantity (IDIQ) Contract Services for Staff Augmentation and/or Deliverable Services

The **Technical Bid** shall be composed of the following:

(i) Completed Technical Bid Form (Appendix 2A);
(ii) Completed Technical Evaluation Criteria Response Form (Appendix 2C);
(iii) Secretary’s Certificate or Written Power of Attorney (Appendix 4). Furnish a Notarized authorization letter stating the name and official position held by the person authorized to sign the Bid and the formal Contract for the Bidder. The person authorized to sign the Bid should also sign the conforme in the certification. In case of a joint venture, each party to the joint venture shall sign the notarized authorization letter (under joint and several liability);
(iv) Completed Bid Securing Declaration (Appendix 5);

The **Financial Bid** shall be composed of the Completed Financial Bid Form (Appendix 3)
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<td>10</td>
<td>The Bid language shall be English.</td>
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<tr>
<td>11</td>
<td>Not applicable.</td>
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<tr>
<td>12</td>
<td>The hourly rates under the terms and conditions specified in the Contract shall be deemed firm and fixed. No claim for adjustments in the Contract prices/hourly rates based on the Bidding documents shall be considered by ADB for any change in foreign exchange rate, for any increase in wage rates, include those on the basis of the minimum wage in the Philippine labor law or any other relevant legislation, or for any escalation costs of office materials and supplies.</td>
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<tr>
<td>13.1</td>
<td>The Bid validity period shall be at least ninety (90) calendar days.</td>
</tr>
<tr>
<td>16.</td>
<td>The Technical and Financial Bids shall be submitted electronically in ADB’s e-procurement system.</td>
</tr>
<tr>
<td>17.</td>
<td>ADB uses an online procurement system (ADB eProc/Coupa) for its institutional procurement of goods and services. Interested Bidders are advised to send their complete contact details (i.e., name of firm, address, contact person and position, email address and telephone number) to <a href="mailto:ljoson@adb.org">ljoson@adb.org</a> and <a href="mailto:mrecto@adb.org">mrecto@adb.org</a> for access to this bidding. Instructions to Bidders and other Bidding Documents included in this Invitation can be accessed and downloaded from ADB eProc/Coupa until <strong>4:00 P.M. Manila time on 18 August 2023</strong>. The deadline for submission of Bids is at <strong>4:00 P.M. Manila time on 18 August 2023</strong>.</td>
</tr>
<tr>
<td>20.</td>
<td>ADB shall open the Technical and Financial Bids electronically in ADB’s e-procurement system, including modifications made pursuant to <strong>Clause 19</strong>. ADB shall prepare a record of the opening of the Technical and Financial Bids that shall include, as a minimum: the name of the Bidder and whether there is withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per <strong>Clause 9</strong>.</td>
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<td><strong>21.7</strong></td>
<td>The Technical Bids shall be evaluated based on the Technical Evaluation Criteria (Appendix 2B).</td>
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<td><strong>23</strong></td>
<td>ADB will award the Contract to the qualified ITSPs.</td>
</tr>
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<td><strong>26.</strong></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>27.1</strong></td>
<td>The ITSP to whom the Contract is awarded is required to enter into and execute a Contract Agreement (see Appendices 7 to 11) in accordance with the form, conditions and requirements in the Bidding Documents, and to furnish the required Comprehensive General Liability Insurance (in the amount of PHP2,500,000.00 for each and every occurrence), and other stipulated documents within fifteen (15) calendar days from the date the ITSP receives ADB’s Letter of Acceptance.</td>
</tr>
<tr>
<td><strong>28.1</strong></td>
<td>Not applicable.</td>
</tr>
<tr>
<td><strong>29.</strong></td>
<td>The commencement date of the Works is on <strong>09 October 2023</strong>. This date is subject to change.</td>
</tr>
<tr>
<td><strong>32</strong></td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>