INSTRUCTIONS TO BIDDERS

Provision of Professional Accounting Services for the Asian Development Bank

AUGUST 2023

ASIAN DEVELOPMENT BANK
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The documents comprising this "Instructions To Bidders" shall not be disclosed outside the bidder and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to prepare the bid.
INSTRUCTIONS TO BIDDERS

PROVISION OF PROFESSIONAL ACCOUNTING SERVICES FOR THE ASIAN DEVELOPMENT BANK

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 Provision of Professional Accounting Services the Asian Development Bank (herein referred to as “Services”).

1.2. The successful bidder/s (herein referred to as “Contractor/s”) shall provide ADB with the most reliable and efficient Services on as set forth in the Work Performance Statement (WPS, Appendix 1) with the deployment and provision of professional accountants / certified public accountants in accordance with the policies, standards and procedures established by ADB. ADB will evaluate the performance of the Contractor in carrying out these Services against the standards set forth in the WPS and Service Level Agreement (SLA, Appendix 2).

1.3. The Services shall be complete in all respect, and shall include the costs of labor, supervision, and all other costs or fees.

1.4. ADB, at its determination, may acquire the Services of a maximum of six (6) Contractors, who will be contracted for an initial period of five (5) years, commencing from 1 January 2024 to 31 December 2028, with a pre-termination clause as provided in the Contract, if the Contractor/s does not meet the expected performance standards. There will be no definite volume of accountants/personnel to be hired from each Contractor for the duration of the Contract period. Deployment will be on a per need basis, and selection of the most appropriate candidate will be conducted at the time the need arises during the Contract period. However for purposes of financial bid comparison, estimated accountants/personnel for deployment for each Contract shall be ten (10) persons per annum per tier.

1.5. The sealed Bids to be submitted through our eProcurement system should be completed and submitted to ADB in accordance with the provisions contained in the "Instructions to Bidders".

2. Qualifications of the Bidder

2.1. To be qualified for the bidding, the Bidder must:

i. Have the nationality of an eligible country in accordance with Appendix 14 – List of ADB Eligible Member Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is
a citizen, or is constituted, or incorporated, and operates in conformity with the provisions of the Laws of that country;

ii. Be accredited by the Securities and Exchange Commission as a Group A Auditing firm;

iii. Have a minimum pool of 50 certified public accountants;

iv. Have an independent legal existence as a valid registered company for ten (10) years with a specialization in providing professional accounting services and other related services, or a joint venture partnership (under joint and several liability);

v. Have experience with multi-currency accounting, loan accounting, valuations and accounting for financial instruments, including bond offerings;

vi. Have experience with US GAAP, IFRS and using the internal controls of framework of the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and Control Objectives for Information and Related Technology (COBIT);

vii. Not be under a declaration or record of ineligibility for corrupt and/or fraudulent practices issued or kept by ADB.

2.2. In the case of joint ventures (JV), the qualifications and experience of all firms in the JV will be considered as if the JV is 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 Goods and Services or a subsidiary of a legally registered company. ADB will 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 parities 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 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

3.1. Each Bidder will 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 per Module will be disqualified. Bidders are expected to submit their bids in best form.

3.2. Interested Suppliers must provide their complete contact details (i.e. complete name, address, email address, and telephone number) to ralberto@adb.org, with copy to gmabulay@adb.org and iprocurement@adb.org for access to the eProcurement system and for future correspondences related to this bidding. Bid Bulletins will only be shared to Suppliers who have provided their contact details.

3.3. A Single Stage – Single Envelope Bidding procedure will be followed wherein Bidders submit simultaneously the Technical Bid and the Financial Bid through ADB’s eProcurement system (refer to Clause 16).
3.4. The Bids will be evaluated based on a combined Pass-Fail (for the Eligibility Requirements) and Weightage Evaluation Framework and as per Clause 19.

3.5. ADB reserves the right to award the Contract to one or more Bidders based on the bid evaluation results. Awarding of the Contract is as per Clause 21.

4. Cost of Bid

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

B. Bid Documents

5. Contents of Bid Documents

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:

i. Work Performance Statement (WPS) – Appendix 1

ii. Guidelines on Provision of IT Equipment – Appendix 2

iii. Service Level Agreement (SLA) – Appendix 3

iv. Technical Bid Form – Appendix 4

v. Technical Bid Proposal
   a. Bidders Information Sheet – Appendix 5-1A
   b. Business History And Technical Experience – Appendix 5-1B
   c. Strategy And Systems – Appendix 5-1C

vi. Joint Venture Data (If Applicable) – Appendix 5-2

vii. Conflict of Interest Disclosure Form – Appendix 6

viii. Bid Securing Declaration Form – Appendix 7

ix. Secretary’s Certificate Form – Appendix 8

x. Technical Evaluation Criteria – Appendix 9

xi. Financial Bid Form – Appendix 10

xii. Schedule of Rates – Appendix 10-1

xiii. Letter of Acceptance of Bid and Contract Form – Appendix 11

xiv. Performance Security Form – Appendix 12

xv. Non-Disclosure Agreement – Appendix 13
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 will 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 e-mail to ralberto@adb.org with copy to gmabulay@adb.org. ADB will respond to any request for clarification, provided it is received on or before 22 August 2023. All of the Bidders on record will be provided with the response (including an explanation of the query but not the inquiry source).

7. Pre-Bid Meeting

7.1. The Bidder’s designated representative is invited to attend a virtual Pre-Bid meeting on 11:00 AM (Manila Time), 17 August 2023 via MS Teams.

7.2. Bidders who wish to attend the pre-bid meeting must provide the email address of their designated representative no later than 12NN (Manila time), 15 August 2023 in writing by e-mail to ralberto@adb.org, with copy to gmabulay@adb.org.

7.3. The purpose of this meeting is to:

i. answer any queries from the Bidders; and

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

7.4. Bidders are advised to send appropriate representatives to attend the virtual Pre-Bid meeting. Any claim by the Bidder to change the substance of the Bid due to 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 will be
communicated in writing or by e-mail to all Bidders. The transmittal of the addendum to the Bidders on the addresses submitted shall relieve ADB of its obligations to notify the Bidders of the said addendum.

C. Preparation of Bids

9. Composition of Bid (Bid Proposal)

9.1. The **TECHNICAL BID** shall consist of and structured as follows:

i. Completed Technical Bid Form (**Appendix 4**);

ii. Technical Bid Proposal comprising of:

   a. Bidders Information Sheet (**Appendix 5-1A**)
   b. Business History And Technical Experience (**Appendix 5-1B**)
   c. Strategy And Systems (**Appendix 5-1C**)

iii. Joint Venture Commitment - in case of a joint venture provide the official joint venture agreement or a written confirmation signed by all joint venture parties (under joint and several liability), duly notarized, stating that, in case of award of Contract, the parties will enter into a joint venture agreement and accept joint and several liability for all obligations under the contract. - (**Appendix 5-2**);

iv. Completed and signed Conflict of Interest Disclosure Statement (**Appendix 6**) and Bid Securing Declaration Form (**Appendix 7**); and

v. Secretary’s Certificate or Written Power of Attorney (**Appendix 8**). 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 will sign the notarized authorization letter (under joint and several liability).

9.2. **FINANCIAL BID**

The Financial Bid for each Module shall consist of and structured as follows:

i. Completed Financial Bid Form (**Appendix 10**);

ii. Completed Schedule of Rates (**Appendix 10-1**)

9.3. 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 English language.

11. Financial Bid

11.1. Unless otherwise specifically stated in the Contract, the Bid prices will be
deemed to include, inter alia, (i) labor costs; (ii) computers, (iii) supplies and materials including wastage; (iv) administrative, supervision and overhead expenses, including cost of virtual hosting and production where programs are delivered virtually; (v) profit; and (vi) incidental expenses for the supply of Goods and provision of Services. As needed, ADB will provide facilities for delivery of the Services at ADB HQ or in a nearby venue, unless the Bidder has an available suitable venue as deemed acceptable by ADB. When deemed necessary by ADB, transportation to ADB HQ, hotel accommodation and other out of pocket expenses, will be reimbursed at cost, provided that supporting documents (e.g. receipts, etc.) are provided in a form satisfactory to ADB. Corresponding daily subsistence allowance, if applicable, will be provided based on ADB’s standard rates. As ADB is exempted from paying taxes and duties, the Bidder will calculate its prices for the provision of Services exclusive of all applicable taxes.

11.2. The Bid offered in the Financial Bid Form will be flat rates for full execution of the provision of Services in every respect. The Bidder will 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.

11.3. The Financial Bid 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 rates, for any increase in wage rates, including those on the basis of the minimum wage requirement in the Philippine labor law or any other relevant legislation, or for any escalation costs of office materials and supplies. Any change, increase or escalation shall be deemed to have been taken into account and included in the Financial Bid.

12. Bid Validity

12.1. The Bid shall remain valid for a period of one hundred twenty (120) calendar days after the Bid submission deadline date prescribed by ADB. A bid valid for a shorter period may be rejected by ADB as non-responsive.

12.2. 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.

13. Bid Securing Declaration

13.1. Bidder must complete and sign the Bid Securing Declaration (Appendix 7) 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 failed to accept the correction of its Financial Bid then the Bidder may be disqualified from bidding in any or all future Contract with ADB.

13.2. Each Bidder shall be required to complete and sign the Bid Securing Declaration as per Appendix 7. Any Bid that is not accompanied by a completed Bid Securing Declaration will be considered as non-responsive.
14. **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 will be furnished in the form of a written Power-of-Attorney, Secretary’s Certificate (Appendix 8) or any equivalent document 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 indicated.

D. **Bid Submission**

15. **Expression of Interest to Submit a Bid**

15.1. Submission of the complete Proposal is through ADB’s eProcurement system.

15.2. Interested Bidders must send their complete contact details (i.e. complete name, office address, email address, and telephone number) to ralberto@adb.org, with copy to gmabulay@adb.org for access to the eProcurement system and for future correspondences for this Bid. Bid Bulletins will only be shared to Bidders who have provided their contact details.

16. **Deadline for Submission of Bids**

Sealed Bids with composition as per Clause 9, should be submitted through ADB’s eProcurement system on or before **5:00 PM (Manila time) on 7 September 2023** per time stamp of ADB’s eProcurement system. Submissions should be in uneditable PDF format.

17. **Late Bids**

ADB shall not consider any Bid received after the deadline for submission of Bids. Bidders will no longer be able to access the eProcurement system after the deadline for submission.

E. **Bid Evaluation**

18. **Bid Opening and Evaluation**

18.1. All bids submitted to the eProcurement system shall be opened automatically once the bid submission deadline has lapsed. ADB shall prepare a record of bid opening that shall include, as a minimum, the name of the bidder and the composition of the bid submitted.

18.2. 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. The Bidder should provide full cooperation to respond to ADB’s clarification.
18.3. ADB reserves the right to conduct further verification with appropriate parties concerning bidders' Technical bid, to allow more accurate judgement of their qualifications and for such other appropriate reasons.

18.4. 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 perpetually or as ADB may otherwise impose.

18.5. ADB will 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 will be considered by ADB for further bid evaluation. Bids, which do not meet the qualification criteria, will be rejected.

18.6. ADB will determine whether each Bid submitted by a qualified Bidder is (i) properly signed; (ii) substantially responsive to the requirements of the bid documents; (iii) arithmetic errors in computation were made in the bids; and (iv) the Bids are otherwise generally in order.

18.7. Bids will be evaluated based on a combined “Pass-Fail and Weightage” Evaluation framework. Bidders should fully meet all the requirements set forth in Appendix 9 for the “Pass-Fail and Weightage” Evaluation Criteria to be technically complying. In addition, a substantially responsive Bid is one that conforms to all terms, conditions and specifications of the Bid Documents without material deviation or reservation.

18.8. Upon initial evaluation of the Bids, select Bidders will be shortlisted. A minimum of four (4) Bidders, based on the initial evaluation score, will be included in the shortlist. Final count of shortlisted Bidders will be at ADB’s discretion.

18.9. Only the Financial Bid of the post-qualified Bidders and technically compliant bids shall be considered in the Financial Bid evaluation. For evaluation purposes, the currency of the Bid will be converted into US Dollars. The source of exchange rate will be the ADB Oracle GL Daily Rates and the date of exchange rate will be: 7 September 2023 (date of Bid submission).

18.10. Financial Bids of technically compliant Bidders will be evaluated based on the estimated total cost of the Contract for five (5) years. The bidder with the lowest total financial bid will be awarded with the maximum percentage score allotted for financial criteria. Succeeding Bidders financial percentage score shall be determined through pro-rata against the financial bid of the bidder with the lowest Commission in the aggregate.

18.11. As reflected through a combined “Pass-Fail and Weightage” Evaluation framework in Appendix 9, the Bidder/s that offer the best over-all value, with a substantially responsive and complying Bid, and garnered the highest score/s in the overall evaluation will be selected.

19. Non-conformities, Errors and Omissions

19.1. 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.

19.2. A substantially responsive Bid is one that conforms to all terms, conditions, and specifications of the ITB 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. 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.

19.3. 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

20. Award

20.1. Following the post qualification review, technical evaluation and financial evaluation of each Bidder, a maximum of six (6) Bidders with substantially responsive and complying bids and the highest scores in the overall evaluation, will be selected.

20.2. ADB reserves the right to award a Contract one or more Bidders based on the Bid evaluation results and as deemed necessary by ADB.

20.3. ADB reserves the right to negotiate the Terms and Conditions of the Contract, including fees and form, as applicable with the selected Bidder/s with a view to obtain the best value for money for ADB prior to award. The negotiation may cover any aspect of the Bidder’s proposal.

21. 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.

22. Notification of Award

22.1. ADB will notify the successful Bidder(s) by letter (Letter of Acceptance of Bid) that their respective Bid has been accepted (see Appendix 11).
22.2. The Letter of Acceptance of Bid, together with the Bid, will form a contract between ADB and the successful Bidder/s, until the Contract has been effected.

23. Execution of the Contract

23.1. The Bidder/s to whom the Contract/s is/are to be awarded is expected to enter into and execute the Contract Agreement (see Appendix 11) in accordance with the form, conditions and requirements in the bid documents, and to furnish the required Performance Security of Php1,000,000, a Comprehensive General Liability Insurance with a minimum limit of PHP 2,500,000, and other stipulated documents fifteen (15) calendar days from the date the Bidder receives ADB's Letter of Acceptance of Proposal.

23.2. Upon receipt of the Letter of Acceptance of Proposal, or when deemed applicable by ADB, the selected Bidder/s shall be invited to complete all necessary steps to register, if not already done so, in ADB’s Supplier Information Management (SIM) module in the eProcurement System within 14 days. The registration in SIM is a pre-requisite for issuance of the Contract.

23.3. If the successful Bidder refuses or fails to enter into Contract within the stipulated time, ADB reserves the right to disqualify the Bidder for any future projects of ADB perpetually or as ADB may otherwise impose.

24. Notice to Proceed

After the Contract has been entered into, ADB will issue a Notice to Proceed. The commencement date of the Contract is 1 January 2024, subject to change.

25. 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, or through ADB’s website: http://www.adb.org/Documents/Reports/Charter/default.asp, in order to assess his or her rights and obligations under the Contract.

26. Confidentiality/Non-disclosure

26.1. 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.

26.2. Information received in response to this Bid Documents will be held in strict confidence and will not be disclosed to any party other than ADB without written consent. A non-disclosure agreement can be arranged, if requested.
APPENDIX 1. Work Performance Statement

PROVISION OF PROFESSIONAL ACCOUNTING SERVICE
FOR ASIAN DEVELOPMENT BANK

I. PURPOSE OF SERVICE

The professional accounting services will be rendered to cater to the Asian Development Bank’s (ADB) accounting service requirements as detailed and listed below, with primary consideration of providing support to the Controller’s Department (CTL), and to address the professional accounting service requirements of other ADB departments as needed from time to time.

II. DURATION OF SERVICE

The professional accounting service will be rendered for five (5) years covering 1 January 2024 to 31 December 2028, with provision for pre-termination clause as provided in the contract if the services provider will not meet the expected requirements.

III. SERVICE SCHEDULE

Unless Modified by ADB in writing with at least three (3) days’ prior notice, the Contractor shall render the service on a daily basis (eight hours of one-hour lunch break), five days a week, Monday to Friday (see also Section. VI.). Work activities beyond this timeframe will be charged overtime rates.

IV. DUTIES

The professional accounting services will undertake a range of clearly defined and circumscribed clerical accounting duties; carry out administrative functions, as required; maintain and update accounting records; process disbursements/payments; maintain accounting/internal controls; prepare accounting, portfolio, management and other reports; and as relevant, contribute towards the preparation of financial statements.

1. Financial Statements/Reports

Prepares and contributes in the preparation of financial statements and other reports, as required, by coordinating data collection, ensuring reported amounts agree with control accounts; conduct required analysis, and ensures that the draft statement/report is produced timely and accurately. In the case of accounting reports, ensures that they are in accordance with generally accepted accounting principles.

2. Accounting Controls and Processing

Establishes and maintains appropriate and adequate controls in the preparation of accounting data, processing of transactions and preparation of reports; recommends improvements as required to ensure correct, complete and timely accounting in compliance with applicable policies, practices, and generally accepted accounting principles; prepares and verifies, as appropriate,
reconciliation reports of control, banks, security custody and other accounts; undertakes initial investigation of discrepancies for review by supervising staff; gathers and analyzes statistical data or information from a variety of sources to produce timely and accurate reports and summaries; reviews the accuracy, consistency and propriety of supporting documentation for all claims, payments and other accounting transactions in compliance with accounting practices, established procedures and guidelines.

3. **System Requirements**

Provides support to IT systems development, implementation, testing, and other activities to ensure accuracy and reliability of IT systems; and changes to existing systems and coordinates the need of the work area with ITD/external consultants through the International Staff.

The professional accounting services provider (PASP) shall also provide the necessary IT equipment/s to carry out the work to be rendered by its PASP personnel. IT equipment must adhere to the existing ADB standards. Ownership of such IT equipment/s shall remain with the PASP. The fixed monthly cost for the provision of the IT equipment will be the actual purchase cost of the PASP spread over 24 months and shall be invoiced separately. Guidelines on the provision of IT equipment by PASPs are in Appendix 2.

4. **Data Entry**

Input collected, verified and approved information/data into relevant computer database; retrieve data upon request from computerized systems.

5. **Disbursement Operations**

Provide support for disbursement operations and communicate with concerned parties within and outside ADB, ensuring that information are accurate and that documents are received in a timely manner; provide appropriate response to inquiries relating to these documents; maintain and update file to ensure accuracy and completeness at all times.

6. **Client Relations**

Coordinates and provides required information in accordance with established procedures in a tactful manner.

7. **Others**

Perform any other duties as may be required by the immediate supervisor in relation to the function of the Controller’s Department, or the relevant ADB department of which the Contractor is assigned to, including provision of secretarial support, preparation of draft memoranda and external correspondences, training materials, and file maintenance.

V. **THE MINIMUM QUALIFICATIONS**

**Staff Accountant**

a) Completed a college degree in business administration, accounting, finance, information technology or relevant areas
b) Certified Public Accountant

c) Excellent command of written and spoken English

d) Advance computer skills with sound knowledge of common work-processing spreadsheets and graphics software; and familiarity with computer systems used generally in ADB (e.g., MS Office 365)

Non-CPA Staff (apply lower rate than Staff Accountant)

a) Completed a college degree in business administration, accounting, finance, information technology or relevant areas

b) A non-CPA with relevant banking, finance, payment processing, accounting, IT systems testing experiences

c) Excellent command of written and spoken English

d) Advance computer skills with sound knowledge of common work-processing spreadsheets and graphics software; and familiarity with computer systems used generally in ADB (e.g., MS Office 365)

Senior Accountant

a) Bachelor's degree in business administration, accounting, finance, information technology or relevant areas

b) Certified Public Accountant with more than 4 years of professional experience.

c) Strong financial analysis skills.

d) Strong communication skills, both written and verbal.

e) Strong organizational and time management skills.

f) Advance computer skills with sound knowledge of common work-processing spreadsheets and graphics software; and familiarity with computer systems used generally in ADB (MSOffice 365).

g) If necessary, a focal person or managerial role may be assigned under a senior accountant.

Note: Upon agreement between ADB and Contractor, Contractor staff assigned to ADB for the duration of the Contract period, may move from being a Staff Accountant to a Senior Accountant provided that total years of professional experience as defined herein has been met.

VI. WORKING HOURS AND HOLIDAYS
The services of the Contractor shall be performed on regular working days of ADB and unless otherwise modified by ADB in writing, shall be provided in accordance with the following schedules:

6.1 Regular Service Hours

6.1.1 The Contractor’s key personnel will be available during service hours in the premises assigned by ADB. Service hours are from 8:00 am to 5:00 pm on a daily basis from Mondays to Fridays.

6.1.2 With particular reference to coronavirus disease (COVID-19), Contractors may discuss their work arrangements with their supervisors following ADB’s Work From Home Policy for staff.

6.1.3 1 hour shall be provided to each full-time employee of the Contractor for lunch. ADB shall have the right to modify working hours by giving the Contractor 30-day advance written notice.

6.2 Official Holidays

6.2.1 The ADB official holidays are as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>1 January</td>
</tr>
<tr>
<td>Holy Thursday</td>
<td>According to calendar</td>
</tr>
<tr>
<td>Good Friday</td>
<td>According to calendar</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1 May</td>
</tr>
<tr>
<td>Philippine Independence Day</td>
<td>12 June</td>
</tr>
<tr>
<td>All Saints Day</td>
<td>1 November</td>
</tr>
<tr>
<td>Bonifacio Day</td>
<td>30 November</td>
</tr>
<tr>
<td>Christmas</td>
<td>25 December</td>
</tr>
<tr>
<td>Rizal Day</td>
<td>30 December</td>
</tr>
<tr>
<td>New Year’s Eve</td>
<td>31 December</td>
</tr>
</tbody>
</table>

6.2.2 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed as a holiday (except for the New Year’s Holiday). Should 31 December be the compensatory holiday for Rizal Day or New Year’s Day, or fall on a Saturday/Sunday, the New Year’s Eve Holiday will be the last working day of the year, which could be 28 or 29 December. Office hours and holidays are subject to change at the option of ADB.

6.2.3 ADB does not observe the holidays and special holidays being declared by the Philippine Government. It is the Contractor’s obligation to compensate their personnel accordingly at their own expense.

VII. SERVICE

The performance of the Contractor shall be measured on the basis of compliance with this Work Performance Statement and the performance indicators in the Service Level Agreement (Appendix 3)
Appendix 2: Guidelines on Provision of IT Equipment by Professional Accounting Services Providers (PASPs)

1. PASPs shall, in principle, provide the necessary IT equipment/s to carry out the work of its personnel.

2. PASPs shall purchase IT equipment only from ADB’s current supplier. This will ensure the coverage of on-site maintenance and support for the duration the IT equipment are in ADB premises.

3. ADB-ITD is responsible for installation of all required software that are standard to and are required for the delivery of services.

4. Delivery/Receipt and Pullout Mechanics:
   a. Upon delivery, a representative from the PASP must be present in ADB to receive the IT equipment.
   b. For receiving of the IT equipment at ADB, PASP will provide the details of the delivery of the IT equipment to Office of Infrastructure and Technology Division (ITID). ITID will complete and submit the "In-Gatepass" form (Personal Property Form, Security Services) to CSRS-SE. The form should indicate the details (quantity, serial numbers, etc.) of the IT equipment to be brought inside ADB. The PASP representative will have a copy of the CSRS-SE validated, "In-Gatepass" form once delivery has been completed.
   c. PASP will be required to provide its own ID sticker to be put on the IT equipment to identify its ownership. In addition to this, OIID will tag the IT equipment with a config ID sticker especially made for the PASP before deployment to differentiate ADB owned IT equipment.
   d. For security reasons, IT equipment cannot be brought out of ADB premises without written permission from authorized ADB personnel, in conformance with the existing ADB equipment ingress/egress processes.
   e. PASP to conduct annual inventory count assisted by OIID, and to submit the report to ITID and CSIS-LM as reference. Due to the similarity of desktop computer, unidentified PASP asset will be considered as ADB asset, i.e., if the serial number and/or config ID are not properly indicated on the IT equipment and in the inventory report.
   f. For pullout of the IT equipment for replacement/repair or as result of end of engagement, the supervising ADB Staff, in coordination with the PASP Contractor and OIOD-GP, should email CSRS-SE for the authorization of the pullout and refer to the “In-Gatepass” document where the IT equipment was documented upon entry in ADB. OAOD-SBG will validate this and note this pullout activity.

5. Payment/Billing Instructions
   a. PASPs will bill ADB monthly, for 1/24 of the purchase cost of the IT equipment which includes the cost of maintenance and repair under the supplier’s warranty. ADB will only be billed by the PASP for the IT equipment that is in ADB’s premises. No interest will be charged to ADB, and no upfront payment will be made by ADB.
   b. The amount to be billed is based on the actual purchase cost reflected on vendor’s invoice.
   c. The first billing should start on the following month after the arrival of the IT equipment to ADB premises.
   d. Invoice for the provision of services for IT equipment will be billed separately from the invoice of agency personnel services.
   e. In the first billing for every unit, the IT Contractor should submit the following additional supporting documents:
      • Photocopy of IT equipment vendor’s sales invoice to the agency as basis of the actual cost.
      • Photocopy of Personal Property Gate Pass Form “In-Gatepass” as basis of the service start date.
      • A worksheet with the details below should be submitted along with the invoice. Brief descriptions of some terms are indicated as well:
6. IT equipment not older than three (3) years can be reassigned to other contractor personnel belonging to the same PASP contractor. ITD will manage the monitoring and movement process internally.

7. IT equipment that have reached three (3) years of life and are to be taken out of ADB’s premises will be wiped out of all installed/saved data software, application, etc. ITD will perform the necessary wipe-out process prior to releasing IT equipment that have reached end-of-life.

8. IT equipment shall remain the property of the PASPs. The PASPs shall be solely responsible for the maintenance and repair to releasing of their IT equipment.

9. PASPs shall be liable for and shall indemnify and hold ADB harmless against the costs of claims against ADB arising out of any loss of or damage to the IT equipment, due to the negligence of the PASP Contractor or person’s acting for the PASP Contractor.

10. PASP’s agreement with the IT equipment vendor (as a Partner Entity) shall be co-terminus with the PASP’s contract with ADB.
<table>
<thead>
<tr>
<th>Performance Criteria</th>
<th>Measurements</th>
<th>Number of Violations</th>
<th>Performance Rating</th>
<th>Performance Parameters</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Reliability</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Contributes in the preparation of financial statements, accounting and other reports, as required.</td>
<td>Complaints</td>
<td>0-1</td>
<td>10</td>
<td>Excellent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2-3</td>
<td>8</td>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4-7</td>
<td>5</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8-9</td>
<td>3</td>
<td>Unsatisfactory/Needs Improvement</td>
<td>final written warning or penalty P500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 10</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
</tr>
<tr>
<td>2. Provides accounting controls and transaction processing in accordance with established standards/guidelines.</td>
<td>Complaints</td>
<td>0-1</td>
<td>10</td>
<td>Excellent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2-3</td>
<td>8</td>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4-7</td>
<td>5</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8-9</td>
<td>3</td>
<td>Unsatisfactory/ NI</td>
<td>final written warning or penalty P500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 10</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
</tr>
<tr>
<td>3. Prepares, verifies and submits reconciliation reports of control, banks, security custody and other accounts not later than prescribed deadline.</td>
<td>Date of submission</td>
<td>0-1</td>
<td>10</td>
<td>Excellent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>8</td>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>5</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>3</td>
<td>Unsatisfactory/ NI</td>
<td>final written warning or penalty P500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;5</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
</tr>
<tr>
<td>4. Reviews, identifies and coordinate changes to the existing computer requirements with OIST through coordinating officer in charge within 1 week of identification of the need.</td>
<td>Change request dates</td>
<td>&lt;1 week</td>
<td>10</td>
<td>Excellent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1-2 weeks</td>
<td>8</td>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 2 weeks to 1 mo.</td>
<td>5</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 1 mo. up to 2 mos.</td>
<td>3</td>
<td>Unsatisfactory/ NI</td>
<td>final written warning or penalty P500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 2 months</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
</tr>
<tr>
<td><strong>B. Assurances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Performs accurate data entry that can be retrieved anytime upon request.</td>
<td>Complaints/ Feedback</td>
<td>0</td>
<td>10</td>
<td>Excellent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>8</td>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2-3</td>
<td>5</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4-5</td>
<td>3</td>
<td>Unsatisfactory/ NI</td>
<td>final written warning or penalty P500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;5</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
</tr>
<tr>
<td></td>
<td>Dispatch correct disbursement advices and computer reports within one calendar day.</td>
<td>Date of dispatch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>6</td>
<td>no delay/error</td>
<td>10</td>
<td>Excellent</td>
<td>1</td>
<td>Satisfactory</td>
</tr>
<tr>
<td></td>
<td>2-3</td>
<td>5</td>
<td>Unsatisfactory</td>
<td>written warning</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4-5</td>
<td>3</td>
<td>Unsatisfactory/ NI</td>
<td>final written warning or penalty P500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;5</td>
<td>0</td>
<td>Unsatisfactory/ NI</td>
<td>P1000 penalty</td>
<td></td>
</tr>
</tbody>
</table>

C. Responsiveness

|   | Responds to all inquiries and complaints within 1 calendar day. | Date of response |  |  |  |  |
|---|---|---|---|---|---|
| 7 | no delay | 10 | Excellent | 1 | Satisfactory |
|   | 2-3 | 5 | Unsatisfactory | written warning |
|   | 4-5 | 3 | Unsatisfactory/ NI | final written warning or penalty P500.00 |
|   | >5 | 0 | Unsatisfactory/ NI | P1000 penalty |

D. Attendance and Punctuality

|   | Renders services during the operating hours indicated in the monthly schedule. | Attendance |  |  |  |  |
|---|---|---|---|---|---|
| 8 | no absence without prior notice/no late attendance | 10 | Excellent |
|   | 1-3 absences without prior notice or 3 occurrences of tardiness | 8 | Satisfactory |
|   | 4-9 absences without prior notice or 6 occurrences of tardiness | 5 | Unsatisfactory | written warning |
|   | 10-12 absences without prior notice or 12 occurrences of tardiness | 3 | Unsatisfactory/ NI | final written warning or penalty P500.00 |
|   | >12 absences without prior notice or > 12 occurrences of tardiness | 0 | Unsatisfactory/ NI | P1000 penalty |
### E. Appearance/Grooming

<table>
<thead>
<tr>
<th>Score Range</th>
<th>Appearance Description</th>
<th>Feedback/Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>Needs improvement or poor grooming habits.</td>
<td>Unsatisfactory/NI final written warning or penalty P500.00</td>
</tr>
<tr>
<td>2-3</td>
<td>Improvement needed but not meeting standards.</td>
<td>Unsatisfactory written warning</td>
</tr>
<tr>
<td>4-5</td>
<td>Meet minimum standards, room for improvement.</td>
<td>Unsatisfactory/NI</td>
</tr>
<tr>
<td>&gt; 5</td>
<td>Meets standards, above minimum requirements.</td>
<td>Excellent</td>
</tr>
</tbody>
</table>

#### Attendance/Report:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Replacement Status</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replaced in 5 days</td>
<td>10 Excellent</td>
<td></td>
</tr>
<tr>
<td>Replaced in 6-14 days</td>
<td>8 Satisfactory</td>
<td></td>
</tr>
<tr>
<td>Replaced in 15-21 days</td>
<td>5 Unsatisfactory or written warning</td>
<td></td>
</tr>
<tr>
<td>Replaced in 21-30 days</td>
<td>3 Unsatisfactory/NI, final written warning or penalty P500.00</td>
<td></td>
</tr>
<tr>
<td>Replaced beyond 30 days</td>
<td>0 Unsatisfactory/NI, P1000 penalty</td>
<td></td>
</tr>
</tbody>
</table>

#### NOTE:
Review period is every twelve (12) months. At the end of each review period, the parties will indicate to each other the result of measurement for each activity or Service stated in this SLA within seven (7) working days. If there is an agreement upon the result, it shall be recorded in this SLA. If necessary, a warning shall be provided.

In case of disagreement on the results, the parties shall come to an amicable solution as soon as possible, acting in good faith at all times. Two consecutive ratings of below the minimum score of 80 points may provide option for ADB to terminate the Contract.

For ADB
Rated by: Setijo Boentaran / Yoshinobu Tatewaki / AC, CTFA
Position: Assistant Controllers, CTL
Date: ________________
Remarks: ____________________________________________________________________________________________________________________________________________
APPENDIX 4: TECHNICAL BID FORM

Provision of Professional Accounting Services for ADB

(Date)

To: Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines

Attention: Head, Procurement and Contracts Administration Unit
Corporate Services Department

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bid Documents;
(b) We have examined and have no reservations to the General Conditions of Contract;
(c) We understand and agree to be bound by ADB’s Anticorruption and Integrity Policy;
(d) We offer to provide the Services in conformity with the Bid Documents;
(e) Our Bid shall be valid for a period of one hundred twenty (120) days from the date fixed for the bid submission deadline in accordance with the Bid Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) We confirm that we are financially qualified and compliant to bid for this project in accordance with the minimum requirements for qualification of bidders for this project;
(g) We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bid Document;
(h) Our firm, its affiliates or subsidiaries, including any sub-Contractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB;
(i) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance of Bid, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
(j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Very truly yours,

_____________________________________
(Name and Signature of Authorized Officer)

_____________________________________
(Designation of Authorized Officer)

_____________________________________
(Name of Bidder/Company)

_____________________________________
(Business Address)

_____________________________________
(Telephone Number / Facsimile Number)
APPENDIX 5-1: TECHNICAL BID PROPOSAL

Instructions: The proposal should be designed to allow ADB to:

i. Understand the Bidder’s capacity and capability to undertake Services;
ii. Determine the proposed services and fees to be offered to ADB; and
iii. Assess proposed methodology, indicative performance and other such elements for the required services

ADB will provide feedback, in principle, no later than 25 working days after the deadline for submission of the proposals.

Notes:

1. Bidders are encouraged to attach documents to substantiate provided information.
2. The Bidder may submit supplementary documents provided the scope specified in the Work Performance Statement of these bid documents are satisfied.
## APPENDIX 5-1A: BIDDER’S INFORMATION SHEET

Provision of Professional Accounting Services for ADB

<table>
<thead>
<tr>
<th>Bidder’s Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>In case of JV, legal name of each partner</td>
</tr>
<tr>
<td>Bidder’s country of constitution and legal address in said country</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Legal Address:</td>
</tr>
<tr>
<td>Bidder’s year of independent legal existence as a validly registered company</td>
</tr>
<tr>
<td>Bidder’s accredited rating as an auditing firm by the Securities and Exchange Commission (SEC)</td>
</tr>
<tr>
<td>Current number of Certified Public Accountants employed by the Bidder or under the Bidder’s pool</td>
</tr>
<tr>
<td>Current number of Professional Accountants / Certified Public Accountants under the Bidder’s pool that can be deployed to ADB from Contract commencement</td>
</tr>
<tr>
<td>Bidder’s authorized representative (name, address, telephone numbers, e-mail address)</td>
</tr>
<tr>
<td>Bidder’s authorized signatory (name, address, telephone numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are copies of the following original documents.

- 1. In case of single entity, articles of incorporation, accreditation rating certificate or documentation from SEC in accordance with ITB 2.1 (i) and 2.1 (ii)
- 2. In case of JV, letter of intent to form JV or copy of JV agreement, including authorization to represent the firm or JV named in above.
- 3. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 2.1 (i).
APPENDIX 5-1B: BUSINESS HISTORY AND TECHNICAL EXPERIENCE

PROVISION OF PROFESSIONAL ACCOUNTING SERVICES FOR ASIAN DEVELOPMENT BANK

Note: ADB at its discretion, may conduct verification to the contents of the Bidder’s response. Please attach contact details for each client (i.e. name, telephone number, e-mail address).

2018

1. YEARS OF EXPERIENCE IN PROVISION OF SIMILAR SERVICES WITH SIMILAR ORGANIZATION (provide as many as there are).

<table>
<thead>
<tr>
<th>NAME OF CLIENT (should be similar organization as ADB, or financial institution)</th>
<th>DESCRIPTION OF SERVICES RENDERED</th>
<th>DURATION OF SERVICES (E.G. MONTHS/YEARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL NUMBER OF YEARS OF EXPERIENCE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. CURRENT AND PREVIOUS CLIENTS FOR THE PAST 5 YEARS (2018 up to present). Provide current and previous clients for professional accounting services, preferably international or multinational organization, foreign embassy or large private corporation for the last 5 years (provide as many as there are from 2018 to 2023).

<table>
<thead>
<tr>
<th>NAME OF CLIENT</th>
<th>DESCRIPTION OF SERVICES RENDERED</th>
<th>YEAR OF SERVICE (indicate the year when Service started and ended, e.g. from 2018 until 2023)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. TECHNICAL EXPERIENCE

3.1 Experience with multi-currency accounting, loan accounting, valuations and accounting for financial instruments, disbursement operations, or payment processing (provide as many as there are).

<table>
<thead>
<tr>
<th>NAME OF CLIENT</th>
<th>DESCRIPTION OF SERVICES RENDERED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. EXPERIENCES OF THE FIRM

4.1 Please describe the firm’s experience with US GAAP, IFRS and in using the internal controls framework of the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and Control Objectives for information and related Technology (COBIT).

4.2 Please provide an organizational chart.
APPENDIX 5-1C: STRATEGY AND SYSTEMS

PROVISION OF PROFESSIONAL ACCOUNTING SERVICES FOR ASIAN DEVELOPMENT BANK

1. OPERATIONAL PROCEDURE/STRATEGY
   Please describe the company’s systems and procedures to ensure that client support, quality systems and processes are in place, and services rendered are of high standard at all times. Processes should include professional competency of staff.

2. DEPLOYMENT PROCEDURES/ASSIGNMENT OF PERSONNEL
   Systems and procedures presented should be able to monitor the efficiency of deployed personnel and maintain quality services, including availability of back-up/reliever if needed. The process must include effective two-way communication with ADB.

3. PROCEDURES FOR PROBLEM RESOLUTION
   Please describe your strategy or systems for problem resolution (Bidder’s may cite problems and resolutions strategy as prescribed in the firm)
APPENDIX 5-2: JOINT VENTURE DATA
Provision of Professional Accounting Services for ADB

A copy of the joint venture agreement must be attached. In case the joint venture agreement is not acceptable to ADB, the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified joint venture agreement within 21 days upon receipt by the Applicant of the request for modification will disqualify the Applicant for further consideration.

<table>
<thead>
<tr>
<th>Names of all Partners of a Joint Venture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lead Partner</td>
</tr>
<tr>
<td>2. Partner</td>
</tr>
<tr>
<td>3. Partner</td>
</tr>
<tr>
<td>4. Partner</td>
</tr>
<tr>
<td>5. Partner</td>
</tr>
<tr>
<td>6. Partner</td>
</tr>
</tbody>
</table>
APPENDIX 6: CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. Name of Company / Supplier:
_______________________________________________________________________

2. Name of Company / Supplier’s Representative/Employee submitting statement:
_______________________________________________________________________

3. Title or position in the Company:
_______________________________________________________________________

3. This statement is submitted as a "single transaction disclosure statement," of actual and/or potential conflict of interest with contracts and/or purchases connected related to ADB’s institutional Procurement. It applies to any bidder, offeror, Supplier, consultant or subSupplier or sub-consultant at any tier, and also includes any of their employees or agents who has or will have the authority to control or supervise all or a portion of the work / services for which a bid or offer is made or a contract entered into.

Pursuant to ADB’s Anticorruption Policy, “conflict of interest” refers to a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations or compliances with applicable laws and regulations.

4. Description of Contract(s) or Purchase(s) or Bid:
Provision of Professional Accounting Services for ADB

5. Description of actual and/or potential conflict of interest**:
_______________________________________________________________________
_______________________________________________________________________
(Continue in additional sheets, as necessary.)

6. If any material changes to the responses provided on this disclosure form occur, I undertake to update the information above accordingly and to submit the form to the Director General, Corporate Services Department, within thirty (30) calendar days from such occurrence.

7. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named Supplier.

Signature over printed name: ___________________________    Date:  _______________
APPENDIX 7: BID SECURING DECLARATION
Provision of Professional Accounting Services for ADB

To: Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines

Attention: Unit Head, Procurement and Contracts Administration
Corporate Services Department

Dear Sir/Madam:

I, [Name of Authorized Officer], as the duly authorized representative of [Name of Bidder/Company], hereby declare as follows:

1. That we are bidding for the Provision of Professional Accounting Services for ADB;

2. That we shall not withdraw or modify our Bid after the closing time for submission of bids and before the end of the period of bid validity;

3. That we shall not influence ADB in its bid evaluation, bid comparison or Contract award decisions;

4. That within fifteen calendar (15) days from the date ADB notifies us that we are the successful bidder, we shall execute a Contract with ADB; and

5. That in the event that we violate the preceding paragraphs 2, 3 and 4, we understand and accept that we shall be disqualified from bidding in any or all future contracts with ADB.

Sincerely,

[Name and Signature of Authorized Officer]

[Designation/Position/Title in the Company]

[Name of Company/Bidder]

[Business Address]

[Telephone Number/Facsimile Number/Email]

-- Note -- In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.
APPENDIX 8: SECRETARY’S CERTIFICATE FORM

Provision of Professional Accounting Services for ADB

I, (name of corporate secretary), being the Corporate Secretary of (name of the company of bidder), hereinafter referred to as the “Corporation”, a corporation organized under the laws of the_____________________, with office address at (complete address of the company), do hereby certify, that the following resolution was unanimously approved in a meeting of the Board of Directors of Corporation held on (date of the meeting) at its principal office, to wit:

Board Resolution No. _____ Series of _____

RESOLVED, (name of company), as it hereby is, authorized to participate in the bidding of Provision of Professional Accounting Services for ADB and in connection therewith the Corporation hereby appoints (name and designation of authorized person – same person who will sign the conforme below) as the duly authorized and designated representative of (name of company), who is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Corporation in the bidding, and as Contract signatory in case of Contract Award.

The above resolution is now in full force and effect and that as of this date, no changes or amendments thereon have been made.

IN WITNESS WHEREOF, I have hereunto affixed my signature this (date) at (place).

Signature
(Name of corporate secretary)
Corporate Secretary

CONFORME:

Signature
(Name of authorized person)
Designation:
Company:

SUBSCRIBED AND SWORN to before me this __________, affiant exhibiting to be her/his Community Tax Certificate Number _____________ issued on __________ at __________.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of ______.
APPENDIX 9: EVALUATION CRITERIA
Provision of Professional Accounting Services for ADB

| PRE-QUALIFICATION | Required: Group A of SEC Accredited Auditing Firms. See www.sec.gov.ph |

ELIGIBILITY

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Pass</th>
<th>Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Years of existence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Less than 10 years = fail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Size of firm – no of licentiates (CPA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Less than 50 = fail</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.0 EXPERIENCE OF FIRM BIDDER RELATED TO SERVICES

| 2.1 Experience with other international organizations, or financial institutions: |      |      |
| a) Less than 5 years = fail                                                        |      |      |

3.0 TECHNICAL EXPERIENCE

| 3.1 Experience with multi-currency accounting, loan accounting, valuations and accounting for financial instruments, disbursement operations, or payment processing; otherwise = fail |      |      |
| 3.2 Firm’s experience with US GAAP, IFRS and in using the internal controls framework of the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and Control Objectives for Information and related Technology (COBIT); otherwise = fail |      |      |

Pass or Fail. Selection process to continue only if all the category requirements are met.
### TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>WEIGHTAGE SCORING SYSTEM</th>
<th>CURRENT AND PREVIOUS CLIENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.0</strong> No. of current and previous clients providing professional accounting services, preferably international or multinational organization, financial institution, or large private corporation for the last 5 years</td>
<td><strong>20 (Max. Points)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONAL PROCEDURES/STRATEGIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5.0</strong> Systems and procedures presented would be able to demonstrate that client support, quality systems and processes are in place to ensure high standard of services at all times. Processes should include professional competency of staff.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPLOYMENT ASSIGNMENT OF PERSONNEL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6.0</strong> Systems and procedures presented would be able to monitor the efficiency of deployed personnel and maintain quality services including availability of back-up/reliever if needed. The process must include effective two-way communication with ADB.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RELATED PROBLEMS/ISSUES AND SOLUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7.0</strong> Proposal has identified key issues and recommends solutions/strategies to address them.</td>
</tr>
</tbody>
</table>

| TECHNICAL GRAND TOTAL (100 POINTS) |

### FINANCIAL EVALUATION

ADB will consider the competitiveness of the Bidder’s proposed fees per Module based on ADB’s determined cost for services within the duration of the Contract.

The highest percentage point will be given to the Bidder with the lowest bid submitted per Module based on the combined total value of all rates. Succeeding Bidder’s financial percentage score shall be determined through pro-rata against the Financial Proposal of the Bidder with the lowest total bid for the duration of the Contract.
## FINANCIAL

<table>
<thead>
<tr>
<th>Bid Price Proposal</th>
<th>100</th>
<th>([(\text{Lowest Bid}/\text{Bid}) \times 100%])</th>
</tr>
</thead>
</table>

## OVERALL EVALUATION

- **Eligibility Requirements**: Must have a “Pass” mark
- **Technical Proposal**: 90% [comprised of various criteria]
- **Financial Proposal**: 10% [based on proposed fee structure]
- **Total Score of**: 100%
APPENDIX 10: FINANCIAL BID FORM

PROVISION OF PROFESSIONAL ACCOUNTING SERVICE
FOR ASIAN DEVELOPMENT BANK

_____________________
(Date)

To: Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila, Philippines

Attention: Unit Head, Procurement and Contracts Administration
Corporate Services Department

Gentlemen and/or Ladies:

1. Having examined the Bid Documents for the above Contract, We, the undersigned, offer to execute and complete the Services as described in and in conformity with the said Bid Documents based on the Schedule of Commissions:

   **Contract Price (1st Year):**
   
   **Contract Price (2nd Year):**
   
   **Contract Price (3rd Year):**
   
   **Contract Price (4th Year):**
   
   **Contract Price (5th Year):**

   **Total Contract Price:**

   Total Contract Price = Contract Price (1st + 2nd + 3rd + 4th + 5th Year)

2. I/We undertake, if my/our Bid is accepted, to commence the Services on 1 January 2024 until 31 December 2028.
3. If my/our Bid is accepted, I/we undertake within 15 calendar days from the date we received the Letter of Acceptance of Bid to deposit with you a guarantee of a bank by way of a Performance Security in the form attached to the Contract in the sum of Philippine Pesos: One Million (Php1,000,000), as security for the due and faithful performance of my/our obligations under the Contract. This guarantee shall be valid for not less than 30 days after the expiry of the Contract, or until you take it over in accordance with the Contract.

4. I/We agree to abide by this Bid for the period of one hundred-twenty (120) calendar days from the final date fixed for receiving the same, and it shall remain binding upon myself/us and may be accepted at any time before the expiration of that period.

5. If my/our Bid is accepted, I/we confirm that the rates submitted by myself/us in my/our Bid will be fixed and binding upon myself/us for the whole duration of the Contract in accordance with the said Conditions.

6. Unless and until a formal Contract is prepared and executed, and a satisfactory Performance Security is executed and delivered, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us and ADB.

7. I/We understand that you are not bound to accept this Bid or any other bid which you may receive.

8. Commissions or gratuities, if any, paid or to be paid by myself/us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuities</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>______________</td>
<td>______________</td>
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<td>______________</td>
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<tr>
<td>______________</td>
<td>______________</td>
<td>______________</td>
</tr>
</tbody>
</table>

(if none, state “none” on the space provided.)

Very truly yours,

________________________________________
(Name and Signature of Authorized Officer)

________________________________________
(Designation of Authorized Officer)

________________________________________
(Name of Bidder/Company)
### APPENDIX 10-1: SCHEDULE OF RATES

#### Non-CPA Staff

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Monthly gross rate</td>
<td></td>
</tr>
<tr>
<td>b Sub Total</td>
<td></td>
</tr>
<tr>
<td>c 13th month pay</td>
<td></td>
</tr>
<tr>
<td>d Incentive Leave (Vacation Leave)</td>
<td></td>
</tr>
<tr>
<td>e Incentive Leave (Sick Leave)</td>
<td></td>
</tr>
<tr>
<td>f Group Insurance</td>
<td></td>
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<tr>
<td>g SSS</td>
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<tr>
<td>h PhilHealth</td>
<td></td>
</tr>
<tr>
<td>i HDMF (Pag-ibig)</td>
<td></td>
</tr>
<tr>
<td>j Sub Total (c + d + e + f + g + h + i)</td>
<td></td>
</tr>
<tr>
<td>k Administrative Fee</td>
<td></td>
</tr>
<tr>
<td>l Total (b + j + k)</td>
<td></td>
</tr>
<tr>
<td>m Estimated Number of Personnel per year</td>
<td></td>
</tr>
<tr>
<td>n Monthly Contract Rate (l x m)</td>
<td></td>
</tr>
<tr>
<td>o Annual Contract Rate (o x 12)</td>
<td></td>
</tr>
</tbody>
</table>

#### Hourly Rate per year

<table>
<thead>
<tr>
<th>Accounting Services</th>
<th>Description</th>
<th>Hourly Gross Rate</th>
<th>Hourly Contract Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Time</td>
<td>(Monday to Friday)</td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
</tbody>
</table>
### Staff Accountant (CPA)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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</thead>
<tbody>
<tr>
<td>a Monthly gross rate</td>
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<td></td>
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<tr>
<td>b Sub Total</td>
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<tr>
<td>c 13th month pay</td>
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<td>g SSS</td>
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<td>h PhilHealth</td>
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<td>i HDMF (Pag-ibig)</td>
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<td>j Sub Total (c + d + e + f + g + h + i)</td>
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<tr>
<td>k Administrative Fee</td>
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<tr>
<td>l Total (b + j + k)</td>
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<tr>
<td>m Estimated Number of Personnel per year</td>
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<tr>
<td>n Monthly Contract Rate (l x m)</td>
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<tr>
<td>o Annual Contract Rate (o x 12)</td>
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</tr>
</tbody>
</table>

*Reference: Hourly Gross Rate = (a / 22 days / 8 hours), Hourly Contract Rate = (n / 22 days / 8 hours)
## Provisions of Professional Accounting Services for ADB

### Hourly Rate per year

<table>
<thead>
<tr>
<th>Accounting Services</th>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regular Time (Monday to Friday)</td>
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<td></td>
<td>Overtime (For Services rendered after 5:00pm from Monday to Friday)</td>
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<tr>
<td></td>
<td>Overtime (For Services rendered on Saturday, Sunday and/or ADB Holidays)</td>
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</tr>
<tr>
<td></td>
<td>Overtime (For Services rendered after 5:00pm on Saturday, Sunday and/or ADB Holidays)</td>
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<td></td>
</tr>
</tbody>
</table>

*Reference: Hourly Gross Rate = \( \frac{a}{22 \text{ days} \times 8 \text{ hours}} \), Hourly Contract Rate = \( \frac{n}{22 \text{ days} \times 8 \text{ hours}} \)

### Senior Accountant (CPA)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Monthly gross rate</td>
<td>Sub Total</td>
</tr>
<tr>
<td></td>
<td>Sub Total (c + d + e + f + g + h + i)</td>
</tr>
<tr>
<td>c 13th month pay</td>
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</tr>
<tr>
<td>e Incentive Leave (Sick Leave)</td>
<td></td>
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<tr>
<td>f Group Insurance</td>
<td></td>
</tr>
<tr>
<td>g SSS</td>
<td></td>
</tr>
<tr>
<td>h PhilHealth</td>
<td></td>
</tr>
<tr>
<td>i HDMF (Pag-ibig)</td>
<td></td>
</tr>
<tr>
<td>j Sub Total</td>
<td></td>
</tr>
</tbody>
</table>
### Appendix 10-1
### Provision of Professional Accounting Services for ADB

#### Schedule of Rates

<table>
<thead>
<tr>
<th>k</th>
<th>Administrative Fee</th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>l</td>
<td><strong>Total (b + j + k)</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>Estimated Number of Personnel per year</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td>Monthly Contract Rate (l x m)</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o</td>
<td>Annual Contract Rate (o x 12)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Hourly Rate per year

<table>
<thead>
<tr>
<th>Accounting Services</th>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regular Time (Monday to Friday)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Overtime (For Services rendered after 5:00pm from Monday to Friday)</td>
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<td>Overtime (For Services rendered on Saturday, Sunday and/or ADB Holidays)</td>
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<td></td>
</tr>
</tbody>
</table>

*Reference: Hourly Gross Rate = (a ÷ 22 days ÷ 8 hours), Hourly Contract Rate = (n ÷ 22 days ÷ 8 hours)*
APPENDIX 11: LETTER OF ACCEPTANCE OF BID AND CONTRACT FORM

Note: The final Contract will be given only in case of award. For reference only.

Date: _________________
2022

To:
[Service Provider]
[Address]

Subject:
LETTER OF ACCEPTANCE OF BID
PROVISION OF PROFESSIONAL ACCOUNTING SERVICE FOR ASIAN DEVELOPMENT BANK
Contract No. ADB/CSD-2023/XXX

With reference to the execution of the above Services, this is to inform you that the Asian Development Bank (hereinafter referred to as ADB) hereby accepts your bid as contained in your Bid Form dated ________________________ in accordance with the terms, provisions and stipulations contained in the documents collectively referred to as the “Bid Documents”.

The commencement date of this Contract shall be on 1 January 2024. A pre-mobilization meeting will be scheduled by the Controller’s Department (CTL) for this Contract.

Two sets of Contract Documents are attached for your signature.

Very truly yours,

(AUTHORIZED SIGNATORY)
(POSITION)
Procurement and Contracts Administration Unit
Corporate Services Department
Appendix 11
Letter of Acceptance and Contract Form

Contract No. ADB/CSD-202_/XXX
PROVISION OF PROFESSIONAL ACCOUNTING SERVICES FOR THE ASIAN DEVELOPMENT BANK

THIS CONTRACT (hereinafter "Contract") is made by and between the ASIAN DEVELOPMENT BANK of 6 ADB Avenue, Mandaluyong City, Metro Manila, Philippines (hereinafter "ADB"), of the one part, and _____________________ (hereinafter "Supplier"), of the other part:

WHEREAS ADB desires that the Provision of Professional Accounting Services for the Asian Development Bank shall be executed by the Supplier and has accepted a Bid by the Supplier for the execution and completion of the provision of Services and the remedying of any defects therein,

ADB and the Supplier agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to in the General Conditions of Contract indicated in Paragraph 2 below.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

   a) Letter of Acceptance of Bid
   b) Form of Financial Bid
   c) Technical Bid Form
   d) Technical Bid Proposal
   e) Special Conditions of Contract
   f) General Conditions of Contract
   g) _____________________________

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the above Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by ADB to the Supplier as indicated in this Contract, the Supplier hereby covenants with ADB to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. ADB hereby covenants to pay the Supplier in consideration of the execution and completion of Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. ………………………………..

IN WITNESS whereof the parties hereto have caused this Contract to be executed in on the day, month and year indicated above.

Signed for and on behalf of ADB by 

Name and Designation on _____________________________
in the presence of

Witness Name, Signature, Address, Date

Signed for and on behalf the Supplier by 

Name and Designation on _____________________________
in the presence of

Witness Name, Signature, Address, Date
Special Conditions of Contract  
(Contract No. ADB/CSD-202_/XXX)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is conflict, the provisions herein shall prevail over those in GCC.

<table>
<thead>
<tr>
<th>Number of GCC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(e)</td>
<td>The CONTRACTOR is .</td>
</tr>
<tr>
<td>3.1</td>
<td>The Governing Law: Philippines</td>
</tr>
<tr>
<td>3.2</td>
<td>The language is English.</td>
</tr>
<tr>
<td>4.2</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Asian Development Bank (ADB): 6 ADB Avenue, Mandaluyong City, 1550 Metro Manila, Philippines</td>
</tr>
<tr>
<td></td>
<td>Attention:</td>
</tr>
<tr>
<td></td>
<td>___ Procurement and Contracts Administration Unit</td>
</tr>
<tr>
<td></td>
<td>Corporate Services Department (CSPC)</td>
</tr>
<tr>
<td></td>
<td>Telephone: 632 1916</td>
</tr>
<tr>
<td></td>
<td>Facsimile: 636 2577; 631 6899</td>
</tr>
<tr>
<td></td>
<td>CONTRACTOR:</td>
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<td></td>
<td>Attention:</td>
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<td>Telephone:</td>
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<td>Facsimile:</td>
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<td>5.1</td>
<td>The Authorized Representatives are:</td>
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<td></td>
<td>For ADB:</td>
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<td></td>
<td>Contract-related Concerns</td>
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<td>[Name]</td>
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<td>[Designation]</td>
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<td>Procurement and Contracts Administration Unit</td>
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<td>Corporate Services Department (CSPC)</td>
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<td></td>
<td>Operation-related Concerns</td>
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<tr>
<td></td>
<td>For the CONTRACTOR:</td>
</tr>
<tr>
<td>Number of GCC Clause</td>
<td>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Either Party may designate a new Authorized Representative by serving written notice on the other. The designation shall take effect immediately upon receipt of the Notice.</td>
</tr>
</tbody>
</table>
| 7.1                  | Does the CONTRACTOR have actual and/or potential conflict of interest?  
___ Yes ___ No  
*(See Appendix : Conflict of Interest Disclosure Form)* |
| 8.1                  | The CONTRACTOR shall provide the following Services:  
*(See Appendix : Work Performance Statement)* |
| 9.1                  | The Contract Price is based on the Schedule of Rates  
*(see Appendix : Financial Bid Form and Appendix : Schedule of Rates)* |
| 9.2                  | Payment shall be made within _____ calendar days from the date of receipt of covering invoice in a form satisfactory to ADB and within ______ days in the case of the final payment. |
| 9.3                  | The Schedule of Rates *(Appendix)* are deemed fixed for the duration of the Contract period.  
There will be no definite volume of accountants/personnel to be hired from each Contractor for the duration of the Contract period. Deployment will be on a per need basis, and selection of the most appropriate candidate will be conducted at the time the need arises during the Contract period. |
| 9.5                  | Not applicable |
| 10.1                 | The Contract Period is five years.  
The Starting Date for the commencement of Services is ___________.  
The Intended Completion Date is ______________. |
<p>| 11.2                 | Not Applicable for Related Goods and uniforms |
| 12.1                 | Performance Security: Php1,000,000.00 |
| 12.2                 | The Performance Security shall be in the form of a manager’s check, bank guarantee or standby letter of credit. |
| 12.3                 | The Performance Security shall be submitted on _____________. |
| 12.4                 | ADB shall discharge the Performance Security on ______________. |
| 12.6                 | The Comprehensive General Liability Insurance is in the amount of Pesos: <em>Two Million Five Hundred Thousand (₱2,500,000)</em> |</p>
<table>
<thead>
<tr>
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<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
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</thead>
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<td>13.6</td>
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<tr>
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<td>Warranty period: Not Applicable</td>
</tr>
<tr>
<td>16.9</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>16.10</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>16.11</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>17.1</td>
<td>ADB shall pay the Contractor based on the actual work hours approved and in accordance with the Schedule of Rates. Payments shall be made within the agreed upon payment terms in 9.2</td>
</tr>
<tr>
<td>17.1 (b)</td>
<td>Retention of payment: Not Applicable</td>
</tr>
<tr>
<td>18.2</td>
<td>Not Applicable for Related Goods</td>
</tr>
<tr>
<td>19.1</td>
<td>The liquidated damages: Not Applicable</td>
</tr>
<tr>
<td>19.2</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>27.1</td>
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</tr>
<tr>
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</tr>
<tr>
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</tr>
<tr>
<td></td>
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</tbody>
</table>
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Asian Development Bank
Provision of Professional Accounting Services for ADB
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General Conditions of Contract
(Contract No. ADB/CSD-202_/XXX)

The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, is a complete document expressing the rights and obligations of ADB and the CONTRACTOR.

The GCC shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC.

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1. **DEFINITIONS**

1.1. In these General Conditions of Contract:

(a) “ADB” refers to the Asian Development Bank, the organization purchasing the Services named in the SCC.

(b) “ADB Headquarters” or “Headquarters” refers to the Headquarters of ADB in Manila, Philippines.

(c) “Charter” refers to the Charter signed by member states establishing ADB.

(d) “Contract” means the agreement that ADB and the CONTRACTOR entered into, as recorded in the Contract Form that the parties signed, including all attachments and appendices and all documents incorporated by reference therein.

(e) “CONTRACTOR” refers to the party (includes individual and entity, whether public, quasi-public or private) that performs the services or performs the services and supplies the related goods using its own means, methods or manner of accomplishing the desired result pursuant to a contract with ADB and named in the SCC. This includes the contractor's personnel, representatives, successors and permitted assignees.

(f) “Contracts Administration” or "CA" refers to the cluster in the Procurement and Contracts Administration Unit, Office of the Director General, Corporate Services Department that ensures ADB and the CONTRACTOR comply with their obligations under the Contract.

(g) "Contract Documents" consists of the Contract and its Appendices, including but not limited to, the Work Performance Statement, Technical Bid Requirements, Technical and Financial Bid Proposals, Fee Schedule, Secretary's Certificate, Certificate of Site Inspection, Letter of Acceptance of Bid and Notice to Proceed, List of Facilities and Equipment to be provided by ADB, List of Equipment to be Provided by the CONTRACTOR, Performance Security, List of CONTRACTOR's Personnel, ADB's Fire, Safety and Security Regulations, relevant Administrative Orders, Good Social Management Certificate, including any amendments thereto.

(h) “Contract Price” means the price stated in the SCC payable to the CONTRACTOR for the full and proper performance of its contractual obligations.

(i) “Day” means calendar day.

(j) “Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.
(k) "Delay" means postponement in the completion of a service/task in accordance with the terms and conditions set forth in the Contract.

(l) "Effective Date" of the contract will be the date provided in the Notice to Proceed to be issued by ADB. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(m) "Force Majeure" or "Fortuitous Event" – refers to events, which the CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the CONTRACTOR.

(n) "GCC" means the General Conditions of Contract.


(p) "IPC" or "Institutional Procurement Committee" – the committee that the Director, Procurement Division 1 of the Procurement, Portfolio and Financial Management Department chairs and is convened to oversee institutional procurement of Services and delivering Related Goods.

(q) "Notices" – refers to all written communication required under the Contract to be exchanged between the Parties, including but not limited to, requests, permissions or consent.

(r) "CSOR-SE" refers to Security, Business Continuity and Governments Unit of ADB.

(s) "CSOD" refers to the Office of the Director General in CSD.

(t) "CSPC" refers to the Procurement and Contracts Administration Unit in CSD.

(u) "CSPC/CA" refers to the Contracts Administration in CSPC.

(v) "CSD" refers to the Corporate Services Department of ADB.

(w) "Party" or "Parties" refer to either or both ADB and the Contractor.

(x) "Project Site," where applicable, means the place or places named in the SCC.

(y) "Related Goods" means those goods necessarily required and or resulting from providing the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, testing, provision of technical assistance, training, and other such obligations of the CONTRACTOR covered under the Contract.
(z) "SCC" refers to the Special Conditions of Contract.

(aa) "Service Level Agreement" or "SLA" – refers to terms agreed between the Parties to determine satisfactory performance under the Contract.

(bb) "Services" refers to the service specifically described in the SCC.

(cc) "User Unit" refers to the organizational unit in ADB which requested the Services and related goods, and is responsible for receiving and accounting for the Services and related goods and/or administering and monitoring performance of the services in accordance with the work-performance standards stipulated in the Contract.

(dd) "Verified Report" refers to the report submitted by the Head, CSPC in coordination with the User Unit, to the appropriate approving authority reporting the existence of grounds or causes for termination and explicitly recommending the issuance of a Notice to Terminate.

2. SPECIAL CHARACTER, PRIVILEGES AND IMMUNITIES OF ADB

2.1. The CONTRACTOR acknowledges the special character of ADB as an international financial institution with status, privileges and immunities provided under the Charter and the Headquarters Agreement. None of the provisions of this Contract shall derogate from the provisions of the Charter and the Headquarters Agreement. To better assess its rights and obligations under the Contract, the CONTRACTOR can view copies of the Charter and the Headquarters Agreement from ADB website: www.adb.org.

2.2. The CONTRACTOR recognizes that under Article 56(1) of the Charter and Section 34 of the Headquarters Agreement, ADB, its property, operations and transactions are exempt from taxation and any obligation for the payment, withholding or collection of any tax or duty. The CONTRACTOR shall be solely responsible for payment of taxes on its income.

2.3. The CONTRACTOR and ADB shall explore alternative arrangements to implement the Contract, if any tax or duty other than taxes on net income is levied or if there is an attempt to levy any such duty or tax in connection with the performance of the Contract.

3. GOVERNING LAW AND LANGUAGE

3.1. Unless otherwise specified in the SCC, the Contract shall be governed and interpreted according to Philippine law, subject to the privileges and immunities accorded to ADB under the Charter and the Headquarters Agreement.

3.2. The Contract is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Contract, unless otherwise specified in the SCC. Notices and other correspondences pertaining to the Contract that the parties would exchange shall likewise be in English.
4. NOTICES AND COMMUNICATION

4.1. Notices and communication required under the Contract, including, but not limited to, requests, permissions or consent, shall be in writing. Notices and communication may be personally exchanged, sent in electronic format or by traditional means of communication such as registered mail, telex, telegram, or facsimile.

4.2. Notices shall be effective when sent to the address specified in the SCC and personally received by the addressee or constructively through the addressee’s duly authorized representative. Notices sent by registered mail shall be effective on the date of delivery, as shown in the return card for registered mail or the postmaster's certification. Otherwise, notices sent by telex, facsimile or similar means shall be effective upon successful transmission to the Party in accordance with the contact details specified in the SCC or on the notice’s effective date, whichever is later.

5. AUTHORIZED REPRESENTATIVE

5.1. For purposes of giving Notices or communicating with each other, the contact details and authorized representative of the Parties shall be as indicated in the SCC. A Party may change or update its contact details for Notice purposes by duly notifying the other Party in advance, following the provisions listed in the SCC.

5.2. Orders, directives, and instructions given on behalf of ADB to the CONTRACTOR shall be communicated by the Principal Director, CSD, or an officer duly designated under ADB’s rules and notified in advance to the CONTRACTOR under the SCC.

5.3. The Head of the User Unit is the designated officer in charge of monitoring the CONTRACTOR’s performance and shall recommend, among others, proper disposition of technical issues in implementing the Contract. Communications regarding these technical issues shall be addressed to the Head of the User Unit in ADB.

5.4. The CONTRACTOR shall not take from unauthorized ADB staff any order beyond those related to the Services specified in the SCC. Questions regarding the authority of orders, directives or instructions given in the name of ADB should be reported to the Head of the User Unit.

6. ADB’S ANTICORRUPTION POLICY

6.1. ADB's Anticorruption Policy requires the CONTRACTOR to observe the highest standard of ethics during the procurement and execution of this Contract. The Policy may be obtained at www.adb.org. Any violation of the Anticorruption policy will result in termination of the Contract and sanctions being imposed on CONTRACTOR, including being declared ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities.

6.2. Pursuant to its Anticorruption policy, ADB:
(a) will not award a procurement contract to a winning bidder that has directly or indirectly engaged in any corrupt, fraudulent, collusive or coercive practice in competing for the contract in question;

(b) may suspend the procurement process at any stage when there is sufficient evidence to support a finding that an employee, agent or representative of the bidders, service contractors and concessionaires has engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing an ADB-financed contract;

(c) will sanction a bidder, service contractor, concessionaire or its successor, if ADB at any time determines that such bidder, service contractor, concessionaire or its successor has, directly or indirectly, engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing, any contract for the institutional procurement of services. Sanctions include, but are not limited to, declaring such bidder, service contractor, concessionaire or its successor ineligible to participate in ADB-financed activities indefinitely or for a stated period of time except under such conditions as ADB deems appropriate; or reimbursement to ADB of costs associated with investigations and proceedings

(d) will take appropriate actions to manage conflicts of interest including, but not limited to, rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.

6.3. The CONTRACTOR agrees to be bound by ADB’s Anticorruption Policy as outlined above.

6.4. The CONTRACTOR shall permit ADB to inspect the CONTRACTOR’s accounts and records relating to the performance of the CONTRACTOR and to have them audited by auditors appointed by ADB, if so required by ADB.

7. CONFLICT OF INTEREST

7.1. The CONTRACTOR shall take appropriate steps to ensure that neither the CONTRACTOR nor its Personnel is placed in a position where, in the reasonable opinion of ADB, there is or may be an actual or potential conflict between the pecuniary or personal interests of the CONTRACTOR and performance of the CONTRACTOR’s obligations under the Contract. The CONTRACTOR shall disclose to ADB in the manner and form prescribed in the SCC full particulars of any such conflict of interest which may arise.

7.2. ADB shall undertake measures to manage actual or potential conflicts of interest, including termination of the Contract, as circumstances may warrant. This is without prejudice to other remedies or rights of action which shall have accrued or shall thereafter accrue to ADB under the Contract.

7.3. During and twelve [12] months after the Contract Period, the Parties shall not employ or offer employment to any of the other Party’s personnel who have been associated with the procurement and/or management of the Contract without that other Party’s prior written consent.
8. **SCOPE OF THE CONTRACT**

8.1. The Services to be provided are specified in the SCC.

8.2. The Services shall also include Related Goods or items that are not specifically mentioned but are necessarily required to complete performance of the Contract, as if such items were expressly mentioned herein. The Related Goods and additional requirements for complete delivery of this Contract shall be provided in the SCC.

8.3. In case of discrepancy, the provisions of this Contract shall prevail over the Contract Documents enumerated. In interpreting the provisions of this Contract, ADB and the CONTRACTOR may further refer to the applicable Invitation to Bid and the Bid Documents of ADB.

9. **CONTRACT PRICE**

9.1. For and in consideration of the CONTRACTOR’s full and faithful performance of the Services specified in the SCC during the Contract Period in Paragraph 10 below, ADB shall pay the CONTRACTOR the Contract Price stated in the SCC. The Contract Price shall not vary from the price that the CONTRACTOR quoted in its Bid, except for any change resulting from a Change Order issued in accordance with Subparagraph 9.5 below.

9.2. The Contract Price is payable on the date and in the manner provided in the SCC.

9.3. Unless otherwise specified in the SCC, ADB and the CONTRACTOR agree that the Contract Price is a firm and fixed lump sum. The CONTRACTOR warrants that the Contract Price tendered already covers actual and contingent costs that the CONTRACTOR would incur in performing the Services, including additional compulsory statutory benefits and social contributions that the CONTRACTOR’s employees may be legally or officially declared entitled to after execution of this Contract.

9.4. The Parties may agree to adjust the Contract Price following the price adjustment provisions specified in the SCC, as applicable. However, the CONTRACTOR shall not demand price adjustments due to fluctuations in the foreign exchange rate, increase in CONTRACTOR’S actual or contingent costs, or such other similar causes.

9.5. When the performance of the CONTRACTOR falls below the satisfactory standards provided in ADB’s Contractor’s Performance Evaluation Report, Work Performance Standards (WPS), Work Performance Measurement (WPM) or Service Level Agreement (SLA) referred to in the SCC, ADB shall compute the corresponding deduction/s to be applied to the total Contract Price following the Scheduled Rate of Deductions referred to in the SCC. ADB shall deduct the aforementioned amount from the CONTRACTOR’s succeeding payments, as applicable.
10. CONTRACT PERIOD

10.1. Unless sooner terminated pursuant to Paragraphs 22 to 25 below, the Contract shall remain valid for the period stated in the SCC. The CONTRACTOR shall deliver the Services from the Starting Date until the Completion Date indicated in the SCC.

10.2. The CONTRACTOR gives ADB the option to unilaterally renew this Contract for another period of at least one [1] year, provided ADB sends a written notice to the CONTRACTOR at least 30 calendar days before the expiration of the initial or extended term of the Contract. All the terms and conditions, except the Contract Period and Contract Price when successfully renegotiated before expiration of the initial or extended term, shall apply during the renewed contract period.

10.3. The CONTRACTOR may submit to ADB a written proposal to adjust the Contract Price for the renewed contract period at least 30 calendar days before the expiration of the initial or extended term of the Contract or within 10 calendar days from receipt of a notice to renew from ADB. The contract price or rates shall remain unchanged for the renewed contract period, if ADB exercises its option to renew, and the CONTRACTOR does not submit to ADB a proposal to increase the Contract Price within 10 calendar days from receipt of a notice to renew from ADB.

10.4. If ADB and the CONTRACTOR fail to agree on a new Contract Price for the renewed contract period before the initial or extended term of this Contract expires, then the Contract shall be deemed extended for a period of up to four [4] months, at the election of ADB, under the same terms and conditions. ADB shall send to the CONTRACTOR three [3] days before expiration of the Contract a written notice of provisional extension indicating the period of provisional extension. During the period of provisional extension, the CONTRACTOR and ADB shall continue to negotiate in good faith and agree on a new Contract Price.

11. CONTRACTOR’S OBLIGATIONS

11.1. The CONTRACTOR shall perform the Services according to ADB’s requirements specifically described in the SCC and other contract documents [as applicable] during the Contract Period and in consideration for the payment of the Contract Price.

11.2. The CONTRACTOR shall further deliver such Related Goods that necessarily result from performing the Services, if there are any.

11.3. Timely provision of the Service, including commencing the supply of the Services within the time agreed or on a specified date, shall be of the essence of the Contract, The CONTRACTOR shall perform the CONTRACTOR’S obligations according to the Performance Standards provided in the SCC.

12. SECURITY AND INSURANCE

Performance Security
12.1. To secure performance of its obligations under the Contract, the CONTRACTOR shall post sufficient security worth at least 10% of the contract value, as CSPC or the IPC may fix and indicate in the SCC. The proceeds of the Performance Security shall be payable to the ADB as compensation for any loss resulting from the CONTRACTOR's failure to complete its obligations under this Contract.

12.2. The Performance Security shall be denominated in Philippine Pesos/US Dollars, or in a freely convertible currency acceptable to ADB. The Performance Security shall be in one of the following forms:

(a) Cash, cashier’s check, manager’s check, or bank draft;

(b) Bank guarantee or an irrevocable stand-by letter of credit issued by a reputable bank in Manila, Philippines or abroad and acceptable to ADB;

(c) Sovereign guarantee in the amount of one hundred percent (100%) of the Contract Price; or

(d) Such form as may be specified in the SCC.

12.3. The CONTRACTOR shall submit the performance security within fifteen (15) calendar days from receipt of the Notice of Award from ADB, unless otherwise specified in the SCC but in no case later than the signing of the contract by both parties.

12.4. Unless otherwise specified in the SCC, ADB shall discharge and return the performance security to the CONTRACTOR not later than thirty (30) days following the date of complete performance of the CONTRACTOR’s obligations under the Contract, including warranty obligations, and upon issuance by the ADB of a certification to that effect.

12.5. ADB shall have the right to unilaterally call the Performance Security when ADB determines that:

(a) The CONTRACTOR, in violation of or contrary to its warranties under this Contract, does not have the required license, permit, power and/or authority to enter into and fully perform its obligations under this Contract; or

(b) The CONTRACTOR breached the Contract and failed to remedy the breach, if ADB deems such breach remediable, within seven [7] calendar days from receipt of notice from ADB.

General Liability Insurance and Indemnity

12.6. Before commencing performance, the CONTRACTOR shall be required to acquire Comprehensive General Liability Insurance taking into account such conditions acceptable to ADB, including, but not limited to the following:

(a) The CONTRACTOR shall be liable for and shall indemnify and hold ADB harmless against the costs of claims against ADB arising out of injury to or death of any person, or any loss of or damage to property, including the property of ADB,
due to the negligence of the CONTRACTOR or person's acting for the CONTRACTOR.

(b) The face value of the insurance shall not be less than Pesos Two Million Five Hundred Thousand (P2,500,000.00) for each occurrence, and the insurance shall be automatically renewed after the face value has been expended and/or validity has expired.

Good Social Management (GSMC)

12.7. The CONTRACTOR shall perform its obligations under this Contract diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders of competent government agencies or authorities concerning the employees of the CONTRACTOR engaged in performing the Services.

12.8. The CONTRACTOR shall submit to ADB the Good Social Management Certificate [Ref. to Appendix XX: Form of Good Social Management] within fifteen calendar days from the effective date of the Contract, which shall remain valid during the effectivity of the Contract, as indicated in the SCC.

12.9. The CONTRACTOR shall indemnify and hold ADB free and harmless from any and all claims made by the CONTRACTOR's personnel under Philippine labor laws and other related legislation, including but not limited to, the minimum wage law.

General Conditions for Performance Security, Insurance and GSMC

12.10. The CONTRACTOR shall furnish evidence that the securities, insurance and/or GSMC were taken at the time required and continues to be in effect before executing the Contract; during the Contract Period and after termination for a period specified in the SCC. The CONTRACTOR shall deposit with ADB a copy of the required GSMC, securities, insurance policy/ies and receipts for payment of the corresponding premium, as applicable, within the time required above.

12.11. The CONTRACTOR shall obtain and maintain such GMSC, insurance and/or performance securities as the Parties may agree, as indicated in the SCC.

12.12. When the CONTRACTOR fails to submit, validate and/or renew any or all of the following contract requirements, namely: (a) Performance Security, (b) Comprehensive General Liability Insurance and (c) Good Social Management Certificate, ADB reserves the right to withhold payment attributed to the Contract Price until the aforesaid requirement/s is/are provided.

12.13. The CONTRACTOR shall not pass on under whatever form the penalty referred to in Subparagraph 12.12 above or any part thereof to its employees.

12.14. CSPC/CA, in coordination with the User Units, shall monitor compliance with these requirements.

13. CONTRACTOR’S UNDERTAKING
The CONTRACTOR shall immediately notify ADB in writing when:

(a) the CONTRACTOR merges with, acquires, or transfers all or substantially all its assets to another entity;

(b) any person or entity acquires directly or indirectly the beneficial ownership of equity securities and, consequently, the power to elect a majority of the board of directors of the CONTRACTOR, or otherwise acquires directly or indirectly the power to control the policy making decisions of the CONTRACTOR;

(c) the CONTRACTOR is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations;

(d) the CONTRACTOR is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation;

(e) the CONTRACTOR’s financial condition becomes significantly unstable and threatens to jeopardize the CONTRACTOR’s ability to perform its obligations under the Contract;

(f) the CONTRACTOR loses any license or authorization required to perform its obligations under the Contract; or

(g) the CONTRACTOR faces any event beyond the control of the CONTRACTOR or a situation that makes it impossible for the CONTRACTOR to carry out its obligations under this Contract.

ADB and the CONTRACTOR shall explore alternative arrangements to ensure full performance of this Contract under any or all of the above circumstances.

Machines or equipment that ADB issues to the CONTRACTOR for free, as indicated in the SCC, shall remain the property of ADB; and ADB may recover them from the CONTRACTOR at any time. The CONTRACTOR shall not, under any circumstances, have a lien or any other interest on such machines or equipment; and the CONTRACTOR shall at all times possess them only as fiduciary agent and bailee of ADB. The CONTRACTOR shall not commingle the machines or equipment with its own, and shall accordingly advise all sub-contractors and other interested third parties of ADB's ownership of such machines or equipment.

The CONTRACTOR shall compensate ADB for the loss of or damage to machines or equipment that ADB has provided to the CONTRACTOR when ADB finds that the loss or damage resulted from the willful act or gross negligence of the CONTRACTOR's personnel. Upon expiration or termination of the Contract, the CONTRACTOR shall immediately return, without need of demand, the machine(s)/equipment that ADB had supplied.

The CONTRACTOR shall, at all times, provide ADB with an adequate number of suitably qualified and experienced managerial, service and support staff, as appropriate, to perform the Services and/or deliver the Related Goods in accordance with the Contract documents. CONTRACTOR shall be responsible for ensuring that
all managerial, service and support staff to perform the Services comply with all applicable employment and immigration laws in the Republic of the Philippines. Where required, CONTRACTOR shall facilitate the necessary visa and other permit requirements of these managerial, service, and support staff.

13.5. The CONTRACTOR shall supervise and control the CONTRACTOR's personnel at all times, but ADB may recommend re-assignment of CONTRACTOR's personnel when ADB finds their qualifications and training are inconsistent with the personal and professional qualifications agreed with the CONTRACTOR.

13.6. The CONTRACTOR shall, at its own expense, provide personnel performing the Services and/or delivering the Related Goods with uniforms acceptable to ADB. Such uniforms shall afford adequate protection from the usual working hazards encountered by the CONTRACTOR's personnel; distinctly identify the CONTRACTOR's personnel so that it is clear that they are not ADB personnel; and be neat and worn properly at all times by the CONTRACTOR's personnel during the performance of the CONTRACTOR’s obligations under this Contract.

13.7. The CONTRACTOR shall ensure that the CONTRACTOR's personnel behave according to generally acceptable standards in performing the Services and/or delivering the Related Goods under the Contract. The CONTRACTOR shall further require its personnel to comply with ADB's safety and security regulations and other regulations concerning the movement and conduct of persons on ADB premises, including but not limited to, the requirement to wear appropriate identification cards while on ADB premises.

13.8. ADB reserves the right to refuse admittance to or remove from ADB Premises CONTRACTOR's personnel who, in ADB's judgment, are under the influence of alcohol or other drugs or, for any reason, are deemed incapable of safely and reliably performing assigned work or whose behavior does not conform to generally accepted standards.

13.9. CONTRACTOR's personnel who commit an offense on ADB Premises shall be removed from ADB Premises and/or surrendered to local law enforcement authorities. For this purpose, the CONTRACTOR recognizes the authority of CSOR-SE to summon CONTRACTOR’s employees for investigation. Such offenses include, but are not limited to, the following:

(a) Theft/Pilferage. Removing or attempting to remove from ADB Premises, without Gate Pass or authority to do so, ADB properties, regardless of the condition or value of such property; or stealing personal properties while on ADB Premises.

(b) Damage or Disruption. Deliberately or through culpable negligence disrupting ADB operations, and/or otherwise causing damage to or destroying ADB’s property.

(c) Drunkenness/Alcoholism. Consuming intoxicating beverages on ADB Premises or reporting for work under the influence of alcohol.
(d) Using Prohibited Drugs. Includes possessing, pushing, consuming or otherwise using prohibited drugs, hallucinogenic substances or narcotics on ADB Premises.

(e) Gambling. Gambling in any form while on ADB Premises.

(f) Violence. Using force, physical assault, coercion, threat, intimidation, extortion, bribery, or engaging in other unlawful activities with ADB or non-ADB personnel for any purpose whatsoever.

(g) Possessing Firearms and/or other deadly weapons. Carrying firearms, licensed or unlicensed, and/or other deadly weapons while on ADB Premises.

13.10. CSRS-SE shall issue identity cards for the CONTRACTOR's employees. The CONTRACTOR shall ensure that terminated or separated personnel return the identity cards to ADB not later than their last working day.

13.11. The CONTRACTOR's personnel are urged to remain within the location(s)/area(s) where they are authorized to be and/or are assigned. However, the CONTRACTOR's personnel may use ADB's cafeteria for their normal breakfast or lunch (**12:30PM to 1:30PM only**) while on duty. The CONTRACTOR's personnel should leave ADB Premises within a reasonable time after completing their daily functions.

13.12. The CONTRACTOR shall not pay any commissions, or fees; grant any rebates or give gifts or favors; or otherwise enter into any financial or business arrangements with ADB personnel or their dependents during the effectivity of the Contract.

13.13. In rendering the Service, the CONTRACTOR shall not unlawfully discriminate against ADB personnel either directly or indirectly on the basis of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age.

13.14. The CONTRACTOR shall, when working on the Premises, perform its obligations under the Contract according to ADB's environmental policy to, among others, conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

13.15. The CONTRACTOR shall comply with health and safety measures of ADB. The CONTRACTOR shall promptly notify ADB of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. ADB shall promptly notify the CONTRACTOR of any health and safety hazards which may exist or arise on ADB's premises and which may affect the CONTRACTOR in performing its obligations under the Contract.

13.16. The CONTRACTOR shall notify ADB immediately of any incident occurring in connection with or as a result of performing its obligations under the Contract on ADB premises, particularly where the incident causes any personal injury or damage to property which could give rise to personal injury.
13.17. The CONTRACTOR shall give notices and obtain certificates, permits, and other documents required under applicable laws, regulations and decrees and necessary to perform the Services under the Contract.

13.18. The CONTRACTOR is an independent contractor of ADB. The Contract shall not nor be deemed to create the relationship of employer and employee, master and servant, or principal and agent between ADB and the CONTRACTOR or the CONTRACTOR's employees, agents or any other persons engaged by the CONTRACTOR to perform its obligations under this Contract. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

14. PERFORMANCE STANDARDS

14.1. To confirm the continued adequacy of the Service and/or compliance with the required standards, the CONTRACTOR shall allow ADB to test and/or evaluate the Service regularly or randomly during normal business hours on reasonable notice. The CONTRACTOR or its subcontractor(s) shall furnish all reasonable facilities and assistance, including access to drawings and production data and other relevant documents at no cost to ADB. Details of the tests and/or evaluation that ADB requires, if there are any, shall be specified in the SCC.

14.2. The ADB may reject the Service when it is evaluated to be inadequate or not conforming to the specifications referred to in the SCC. ADB shall ask the CONTRACTOR to either rectify or modify/improve the Service, as necessary and at no cost to ADB, to meet the required standard.

14.3. The CONTRACTOR's consent to the testing and/or evaluation of the Service or inspection of the Related Goods or any part thereof shall not release the CONTRACTOR from its warranties or other obligations under the Contract.

15. SERVICE LEVEL AGREEMENT [SLA]

15.1 To achieve and maintain a high level of performance and where applicable, ADB and the CONTRACTOR shall execute an SLA that sets their mutual expectations, specifies the aspects of delivery of the Goods and Related Services under the Contract, and identifies indicators to measure the CONTRACTOR's level of performance.

15.2 The SLA between ADB and the CONTRACTOR may include conditions for incurring service level credits or earning incentives. At least 80% of the total service level incentives shall be distributed among deserving personnel of the CONTRACTOR.

15.3 The CONTRACTOR shall report to ADB, as necessary, actual use and/or disposition of service level incentives.

16. WARRANTIES AND REPRESENTATIONS
16.1. The CONTRACTOR warrants that it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Contract. The CONTRACTOR further warrants that the Contract is executed by a duly authorized representative of the CONTRACTOR.

16.2. As of the Commencement Date, all information contained in the CONTRACTOR's Bid remains true, accurate and not misleading, except those that the CONTRACTOR may have specifically disclosed in writing to ADB before executing the Contract;

16.3. To the best of the CONTRACTOR's knowledge and belief, no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the CONTRACTOR or any of its assets that could materially and adversely affect the CONTRACTOR's ability to perform the Services under the Contract.

16.4. The CONTRACTOR is not subject to any contractual obligation that would materially and adversely affect the CONTRACTOR's ability to perform the Services under the Contract; nor has the CONTRACTOR done or omitted to do anything that could materially and adversely affect its assets, financial condition or position as a going business concern.

16.5. The CONTRACTOR has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the CONTRACTOR's assets or revenue. The CONTRACTOR expressly warrants its financial viability and shall permit ADB to inspect the CONTRACTOR's accounts, financial statements and other records relevant to the performance of the CONTRACTOR under the Contract, or otherwise have these accounts and records audited externally, as ADB may deem necessary.

16.6. The CONTRACTOR has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the CONTRACTOR and in the country where it is registered and has complied with applicable securities and tax laws and regulations.

16.7. The CONTRACTOR further warrants that Related Goods supplied under this Contract have no defect/s arising from design, materials, workmanship; or damage resulting from any act or omission of the CONTRACTOR, or those that may develop under normal use of the Related Goods.

16.8. To ensure that the CONTRACTOR would correct or cause the correction of all defects, the CONTRACTOR extends the warranty against defects for a minimum period of three (3) months for supplies and/or one (1) year for equipment, counted after complete performance of the Contract or other such period as may be specified in the SCC. When applicable, the extended warranty shall be secured by, at the CONTRACTOR's option, retention of at least ten percent (10%) of every progress payment, or a special bank guarantee of at least ten percent (10%) of the total Contract Price, or such amount as may be specified in the SCC. The security shall be released only after the lapse of the extended warranty period, after the
Related Goods provided are confirmed to be free from patent and latent defects, and all the conditions imposed under the Contract have been fully met.

16.9. The CONTRACTOR shall further be liable for implied warranties under applicable laws.

16.10. ADB shall promptly notify the CONTRACTOR in writing of any claims arising under any or all of the express and implied warranties provided in the Contract. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in Subparagraph 16.8, repair or replace the defective Related Goods or parts thereof, without costs to ADB.

16.11. If the CONTRACTOR, after notice, fails to remedy the defect(s) within the period specified in Subparagraph 16.8, ADB may take remedial action, as necessary, at the CONTRACTOR’s risk and expense and without prejudice to any other rights which ADB may have against the CONTRACTOR under the Contract and other applicable laws.

17. ADB’S RESPONSIBILITIES

17.1. ADB shall pay the Contract Price, according to the agreed terms and manner of payment therein and subject to the following conditions:

(a) Unless otherwise specified in the SCC payments shall be made only after the Head of the User Unit certifies that the Services were evaluated and found to have been performed according to the terms of the Contract.

(b) Except with the prior approval of Head of the User Unit, no payment shall be made for Services not yet performed under this Contract. At the election of the CONTRACTOR, ten percent (10%) of the amount of each payment may be retained by ADB to cover the CONTRACTOR’s warranty obligations described in Paragraph 15 above.

(c) The CONTRACTOR’s request(s) for payment shall be made to ADB in writing; accompanied by an invoice describing the Services performed and/or Related Goods delivered and documents required in the SCC; and upon fulfillment of other obligations stipulated in the Contract.

(d) ADB shall pay promptly and not later than thirty (30) days after the CONTRACTOR submits an invoice or claim. The CONTRACTOR shall accept payments as full satisfaction of the CONTRACTOR’s entire claim arising out of or in connection with the Contract.

(e) The CONTRACTOR shall submit such documents supporting the CONTRACTOR’s invoice or statement of account, as ADB may reasonably require.

(f) Unless otherwise agreed with the CONTRACTOR, ADB shall remit payment of the Contract Price by electronic transfer. The CONTRACTOR shall provide ADB the CONTRACTOR’s bank details such as bank name, bank
17. When performance of the obligations in the Contract requires the CONTRACTOR to obtain permits, approvals, or import and other licenses from local public authorities and the CONTRACTOR requests ADB's assistance in this regard, ADB may exert best efforts to assist the CONTRACTOR in completing such requirements in a timely and expeditious manner.

18. **DELAY**

18.1. Performance of the Service and/or delivery of the Related Goods shall be made by the CONTRACTOR according to the time schedule that ADB has provided in the SCC.

18.2. If the CONTRACTOR or its Subcontractor(s) encounters conditions impeding timely performance of the Service and/or delivery of the Related Goods, the CONTRACTOR shall notify ADB in writing of the fact of the delay, its likely duration and cause(s) within three (3) days of its occurrence. ADB shall evaluate the situation and advice the CONTRACTOR if the time for performance can be extended.

18.3. Delay in performing the obligations under the Contract shall render the CONTRACTOR liable for liquidated damages provided below, unless ADB extends the time of performance or when ADB determines that the delay was due to Force Majeure, as defined below and subject further to the conditions in the Contract.

19. **LIQUIDATED DAMAGES**

19.1. If the CONTRACTOR fails to perform the Services and/or deliver the Related Goods within the period(s) specified in this Contract, ADB shall deduct from the Contract Price, Liquidated Damages equivalent to a percentage of the Contract price for every week of delay or part thereof until actual delivery or performance. The actual rate and factor of deduction and the maximum allowable deduction are specified in the SCC.

19.2. Liquidated damages shall be imposed without prejudice to other remedies under this Contract and under applicable laws. Once the maximum cumulative amount of Liquidated Damages provided in the SCC is reached, ADB may consider terminating the Contract pursuant to Paragraph 22 below.

20. **FORCE MAJEURE**

20.1. Neither Party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract when the delay or failure is caused by Force Majeure or fortuitous event, as defined in Paragraph 1 above. In these cases, ADB shall not call the CONTRACTOR’s Performance Security, impose liquidated damages, or terminate this Contract for default.
20.2. In cases of *Force Majeure*, the CONTRACTOR shall promptly notify ADB in writing of the relevant circumstances. Unless otherwise directed by ADB in writing, the CONTRACTOR shall continue performing as much of its obligations as reasonably practical, and undertake reasonable alternative means of performance not prevented by the *Force Majeure*.

21. **CONTRACT AMENDMENT**

21.1. ADB and the CONTRACTOR shall not vary or modify the terms of the Contract except by prior written amendment signed duly executed by the parties.

21.2. The CONTRACTOR shall submit to the Principal Director, CSD, through CSPC, a written proposal to amend and/or modify this Contract. Proposals to amend may include, but not be limited to, changes in the scope of the Services, payment terms or completion schedule. The proposed amendment and/or modification shall not take effect until endorsed by the Principal Director, CSD and approved by the appropriate approving authority.

22. **TERMINATION FOR DEFAULT**

22.1. ADB shall terminate this Contract for default when:

(a) The CONTRACTOR fails to perform the Services and/or deliver the Related Goods within the period(s) specified in the Contract or extended periods that ADB would grant under Paragraph 18 above and before incurring delay; and the undelivered Services and/or Related Goods amount to at least ten percent (10%) of the Contract Price;

(b) The CONTRACTOR fails to continue delivering or performing the Services amounting to at least ten percent (10%) of the Contract Price within sixty (60) calendar days after receipt of written notice from ADB informing the CONTRACTOR that the Force Majeure had ceased; or

(c) The CONTRACTOR fails to perform any other obligation under the Contract.

22.2. When ADB terminates the Contract in whole or in part, ADB may procure services and/or related goods similar to those to be provided under the Contract, and the CONTRACTOR shall be liable for any excess costs that ADB may incur in procuring similar Services. The CONTRACTOR shall continue performing its obligations provided under parts of the Contract that remain effective.

22.3. Delay in performing the Services and/or delivering the Related Goods for a period equivalent to ten percent (10%) of the specified Contract Period including any extensions granted to the CONTRACTOR shall constitute default that may result in terminating the Contract, forfeiting the CONTRACTOR’s Performance Security and/or awarding the Contract to another qualified Contractor.

23. **TERMINATION FOR INSOLVENCY AND CHANGE OF CONTROL**
23.1. ADB may terminate the Contract when:

(a) the CONTRACTOR undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent.

(b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the CONTRACTOR's assets and such attachment or process is not discharged within fifteen [15] days; or,

(c) where applicable, the CONTRACTOR dies or otherwise loses legal capacity to contract.

23.2. Termination for insolvency shall not entitle the CONTRACTOR to compensation other than for Services already rendered; it shall be without prejudice to any right of action or remedy that has accrued or will accrue thereafter to ADB and/or the CONTRACTOR.

23.3. If a significant change in the ownership and/or control of the CONTRACTOR threatens to disrupt or adversely affect delivery of the Service, ADB may terminate the Contract for change of control when:

(a) the CONTRACTOR merges with, acquires, or transfers all or substantially all its assets to another entity;

(b) any person or entity acquires directly or indirectly the beneficial ownership of the CONTRACTOR and, consequently, the power to elect a majority of the board of directors of the CONTRACTOR; or

(c) any person or entity otherwise acquires directly or indirectly the power to control the policy making decisions of the CONTRACTOR.

24. SUSPENSION OR TERMINATION FOR UNLAWFUL ACTS

24.1. ADB may terminate this Contract, immediately in the case of paragraphs (a) and (b) below, if ADB determines that the CONTRACTOR has committed unlawful acts during the procurement of the Service or implementation of the Contract. Unlawful acts include, but are not limited to, the following:

(a) if ADB determines that the Contractor has failed to observe or comply with the Standards of Conduct (Appendix 4 hereof) or that fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection process or in the Contract's execution;

(b) If ADB identifies significant integrity or reputational risks through any due diligence review process;

(c) Forging or using forged documents;
(d) Using adulterated materials, means or methods; or using production methods contrary to the rules of science or the trade; and

(e) Any other act analogous to the foregoing.

24.2 ADB may suspend the performance of the whole or part of the Contract, or the disbursement of funds under the Contract, for a period of time as ADB deems necessary if ADB becomes aware that the Contractor may have breached the Standards of Conduct and ADB decides, in its sole discretion, to conduct an enquiry into such potential brief of the Standards of Conduct.

25. TERMINATION FOR OTHER CAUSES

25.1. ADB may terminate the Contract, in whole or in part, at any time and for other causes, as ADB deems fit. These causes include, but are not limited to, the existence of conditions that make performance of the Service economically, financially or technically impractical and/or unnecessary; or unexpected, extraordinary circumstances that do not constitute fortuitous event(s); or changes in the law and national government policies that apply to the CONTRACTOR.

25.2. The Services that were already performed and/or otherwise ready for performance within thirty (30) calendar days after the CONTRACTOR’s receipt of Notice to Terminate shall be accepted by the ADB under the terms and for the price/s provided in this Contract. For Services not yet performed and/or ready for performance, ADB may elect to:

(a) have any portion delivered and/or performed and paid at the existing contract terms and prices; and/or

(b) cancel the remainder and pay the CONTRACTOR an agreed amount to cover partially performance and materials, parts or other necessary expenses already incurred by the CONTRACTOR.

25.3. The CONTRACTOR shall be allowed to recover partial loss/es incurred as a result of termination under this Paragraph, including but not limited to those resulting from purchase of raw materials for Related Goods specially manufactured for ADB and cannot be sold in open market, on a quantum meruit basis, as ADB and the CONTRACTOR may agree. However, the CONTRACTOR must first establish the fact of loss to the satisfaction of the ADB.

26. PROCEDURES FOR TERMINATION

26.1. Upon finding ground(s) for termination, CSPC/CA shall issue a written notice to the CONTRACTOR stating:

(a) That the Contract is recommended for termination, with summary statement of the acts/omissions that constitute the ground(s) for termination;

(b) The recommended extent of termination, whether in whole or in part;
(c) Special instructions of ADB, if there are any; and

(d) Effective date of termination.

26.2. The CONTRACTOR may immediately submit an answer to CSPC/CA stating why the Contract should not be terminated.

26.3. When served with a decision to terminate the Contract, and unless otherwise provided in the notice, the Contract shall be deemed terminated immediately upon the CONTRACTOR's receipt of the notice. ADB may withdraw the Notice to terminate anytime prior to service to the CONTRACTOR if ADB determines that the CONTRACTOR already completed delivery of the Services and Related Goods and delivery is deemed acceptable to ADB.

27. TRANSITION

27.1 After the Contract period or when the Contract is pre-terminated for any of the causes provided above, the CONTRACTOR shall participate in ensuring the smooth, well-organized and seamless transition to a new Contractor. ADB and the CONTRACTOR agree to be bound by the following conditions:

(a) The CONTRACTOR shall submit a business continuation or transition plan, which ADB must first approve before implementation.

(b) The CONTRACTOR shall render all outstanding Service until termination date without further delay or according to a schedule agreed with ADB and the User Unit. The CONTRACTOR shall deploy an adequate staff complement of the appropriate level or seniority to ensure efficient performance of the outstanding Service, including but not limited to, turn-over to the succeeding Contractor.

(c) The CONTRACTOR shall account for all equipment, facility or property of ADB, including documents and information in whatever format that the CONTRACTOR possesses or otherwise uses in performing the Services.

(d) The CONTRACTOR agrees to transfer or turn-over the technology, knowledge or information required to allow continuation of the function and deploy the required personnel for this purpose at costs chargeable to the new Contractor.

27.2 ADB and the CONTRACTOR shall agree on other conditions necessary to ensure smooth transition of the business and uninterrupted delivery of the Service.

28. TRANSFER AND SUBCONTRACTING

28.1. The CONTRACTOR shall not assign or transfer the Contract or specific rights or obligations under it without ADB’s prior written consent.

28.2. When allowed by the nature of the Service or not prohibited in the SCC, and subject to the conditions under applicable labor legislation and provided in the SCC, the CONTRACTOR may engage a Subcontractor or a Consultant to perform
the Service and/or deliver the Related Goods. The Performance Standards and other relevant provisions of the Contract shall apply to the Subcontractor, Consultant or their respective employees, as if they were employees of the CONTRACTOR. However, the CONTRACTOR shall be solely liable to ADB for the work of the Subcontractor or Consultant.

28.3. Where ADB has consented to subcontracting, copies of each sub-contract shall, at the request of ADB, be sent by the CONTRACTOR to ADB as soon as reasonably practicable.

29. WAIVER

29.1. The failure of either Party to insist upon strict performance of any provision of the Contract; or the failure of either Party to exercise, or any delay in exercising, any right or remedy under the Contract shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Contract.

29.2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing according to Paragraph 30.

29.3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

30. ENTIRETY AND SEPARABILITY

30.1. The Contract supersedes all prior written or verbal agreements between ADB and the CONTRACTOR and contains the reciprocal obligations of the parties pertaining to or arising out of the delivery of the Service. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.

30.2. Should any Paragraph, Subparagraph or part of the Contract be held by Arbitration Court to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Contract or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

31. CONFIDENTIALITY OF CONTRACT DOCUMENTS AND INFORMATION

31.1. Except with prior consent of ADB as provided in the SCC or where disclosure is expressly permitted under the Contract, the CONTRACTOR shall not communicate or otherwise disclose to a third party the Contract, any of its provisions, or other information mentioned or incorporated in the Contract. The parties shall treat each other's Confidential Information as confidential and exert diligent efforts to safeguard and avoid disclosure of the other party's Confidential Information to third parties without the owner's prior written consent.

31.2. Unless otherwise specified in the SCC, the CONTRACTOR and all its personnel for deployment to ADB during the Contract period, including any extension(s), shall
submit a signed Non-Disclosure Agreement in accordance with the form as specified in SCC.

31.3. Unless ADB states otherwise, disclosures by ADB shall be deemed confidential. The CONTRACTOR may only disclose ADB’s Confidential Information to the CONTRACTOR’s Personnel who are directly involved and who need to know the information in providing the Service. The CONTRACTOR shall ensure that such CONTRACTOR’s Personnel are aware of and shall comply with the CONTRACTOR’s obligations as to confidentiality. When ADB deems fit due to the nature of the Services, ADB may request the CONTRACTOR to require its Personnel to sign a confidentiality undertaking before commencing any work related to the Services covered by the Contract.

31.4. The CONTRACTOR shall not make any press announcement; publicize the Contract or any part thereof; or use ADB’s name in publicity releases or advertisements during and after the term of this Contract, except with ADB’s written consent and subject to the conditions provided in the SCC.

31.5. The Contract and Contract Documents are properties of ADB. All copies shall be returned to CSPC/CA upon completion of the CONTRACTOR’s obligations and termination of the Contract.

31.6. The CONTRACTOR shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by ADB under the Contract. The CONTRACTOR shall extend to ADB or its representatives access to those records that ADB may request in connection with the Contract.

32. SETTLEMENT OF DISPUTES

32.1. ADB and the CONTRACTOR shall exert effort to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of this Contract within thirty [30] days of either Party’s notice of the dispute to the other. During this period, the User Unit, in consultation with CSPC/CA, and the CONTRACTOR’s personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalation to the Principal Director, CSD and their respective counterpart/s.

32.2. After the initial thirty [30] day-period, the Parties shall consider referring unresolved disputes to mediation, unless ADB considers the dispute not suitable for mediation or the CONTRACTOR does not consent. The Parties shall appoint a neutral mediator from a reputable association of accredited mediators or their own short-list of dispute resolution professionals. The mediator shall formulate a simplified procedure for mediation and complete the mediation within fifteen [15] days from his appointment.

32.3. Should efforts to resolve disputes under the preceding Subparagraphs fail, either party shall commence arbitration by sending notice to the other party stating in detail the issue to be resolved and that the dispute shall be referred to arbitration.
The International Chamber of Commerce's [ICC] Rules of Arbitration in force upon commencement of arbitration shall apply. The arbitration shall be in English; it shall take place in Manila and be governed by Philippine law. Each party shall pay its own costs.

32.4. Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under the Contract or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

33. COUNTERPART

33.1. This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

VerApril2021
Appendix: GOOD SOCIAL MANAGEMENT CERTIFICATE

To: ASIAN DEVELOPMENT BANK
6 ADB Avenue
Mandaluyong City

Attention: Unit Head, Procurement and Contracts Administration (CSPC)

Dear Sir:

With reference to Contract No. ADB/CSD-_____________ entered into on _________________ between ______________________________ (the “Contractor”) and the Asian Development Bank (hereinafter called “ADB”) for the Provision of Professional Accounting Services of for Asian Development Bank we hereby certify that: (a) the employment contracts between the Contractor and its employees assigned to ADB to provide the Services (hereinafter called the “Employment Contracts”) have been drafted and executed in all aspects in accordance with labor legislation of the Philippines; (b) the Contractor has been exercising due diligence and good social management in its relation with its employees; and (c) the Contractor complies with all relevant laws, regulations, decrees and/or orders of competent government agencies or authorities, including laws, regulations, decrees and/or orders concerning the employees of the Contractor engaged in performing the Services.

In addition to the above certification, we also make irrevocably the following warranties:

1. We will continue to exercise due diligence on labor issues to ensure that the provision and quality of the Services will not be adversely affected by any labor disturbance.

2. Upon your request, we will submit to you all pertinent evidence on our compliance with the foregoing, including but not limited to evidence of payment by the Contractor of all compulsory and/or statutory benefits and social contributions in favor of the Contractor’s employees assigned to ADB.

3. This Certificate shall be valid for the duration of the above Contract.

No change in our organization or constitutional documents shall affect or impair our representations and obligations herein.

Dated this ______ day of ______________________ , 20__.  

For and on behalf of

_________________________________

Name of Company

_______________________________

Contract Signatory (Name and Signature)

_______________________________

Position/Title
Appendix: Standards of Conduct

Introduction

(a) ADB requires Contractors to observe the highest standard of ethics and integrity throughout the procurement and execution of ADB-related activities. Having due regard to the nature and purposes of ADB as an international organization, the Contractor shall adhere to ADB’s commitment to foster and maintain an environment free from inappropriate behavior, Bullying, Misconduct (including integrity violations), Harassment and Sexual Harassment.

(b) Contractors have an obligation to protect ADB’s name and reputation and refrain from any actions, statements or activities, including activities within their private life, that may impact or reflect negatively upon ADB. The private life and activities of a Contractor are personal matters; but, there can be situations where the actions, statements or behavior of a Contractor can impact or reflect negatively upon ADB. In all such circumstances (i) the Contractor acknowledges that his/her behavior, conduct and activities within and outside the workplace or working hours may impact the reputation and interests of ADB even if it is unrelated to an official function; (ii) the Contractor must comply with all local laws and regulations and not engage in any sexual behavior or activities which may reflect adversely, embarrass or bring disrepute to ADB; and (iii) the Contractor must not engage in any conduct or behavior or make any statement that degrades, disrespects any person or which might constitute Bullying, Harassment, Sexual Harassment, Misconduct, denigrating or morally reprehensible behavior.

(c) The general guidelines set out in these Standards of Conduct (Standards) are intended to complement ADB’s rules and policies on the subject matter and are not intended to exhaustively describe every conceivable form of conduct expected. Contractors are expected to use good judgment to conform with the terms, the intent and the spirit of these Standards.

Definitions

(a) “Bullying” is a form of Harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons which has the effect of humiliating, belittling, offending, intimidating or discriminating against another person. It may include persistent, unwarranted or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding his or her self-confidence or intending to do so. Criticism, disapproval, negative performance assessment and similar appraisal, appropriately conveyed, do not, by themselves, constitute Bullying or Harassment;

(b) “Discrimination” is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability;
(c) “Harassment” is any unwarranted or unwelcome behavior, verbal, psychological or physical, that interferes with work or creates an intimidating, hostile or offensive work environment. Harassment includes, but is not limited to, Bullying and Sexual Harassment;

(d) “Integrity” means a firm adherence to ADB’s Anticorruption Policy (1998, as amended from time to time), the Integrity Principles and Guidelines (2015, as amended from time to time) and to the highest ethical standards;

(e) “Misconduct” is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB or illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these Standards or other rules, regulations, guidelines or procedures; or (ii) conduct, actions or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB’s policies, processes or procedures;

(f) “Respect” refers to interacting with all others in the work environment in a professional, positive and inclusive fashion, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity and openness, as well as working without prejudice or bias towards individuals or institutions that have different characteristics, backgrounds and viewpoints;

(g) “Retaliation” is any detrimental act, direct or indirect, recommended, threatened or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) Misconduct. Retaliation can include, but is not limited to, Harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement; and

(h) “Sexual Harassment” is any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature which results in physical, sexual or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion or other personnel action or creates an intimidating, hostile or offensive environment.

**Contractor’s Obligations**

Contractors shall:

(a) observe all applicable laws and regulations and adhere to the highest ethical standards including the right and obligation to refuse to participate in Misconduct of any nature whatsoever;
(b) act with Respect, honesty, propriety, fairness, professionalism, and a high degree of Integrity and concern for ADB’s interests and avoid situations and activities which may reflect adversely on ADB, compromise its operations, or lead to real or perceived Conflicts of Interest (as defined in sub-paragraph (vi) of paragraph (f) below;

(c) observe inclusive and respectful behavior, and show consideration for others, as well as Respect and tolerance for diverse cultures, beliefs and backgrounds;

(d) refrain from any form of Bullying, Discrimination, Misconduct, Harassment, or Sexual Harassment and behave in a manner that creates an environment free of such behavior;

(e) not engage in Retaliation or reprisal against anyone reporting Misconduct, whether formally as a whistleblower, witness, or person associated with such whistleblower or witness, or otherwise, or for cooperation with an ADB investigation in relation to the complaint;

(f) refrain from committing any Integrity violation as defined in the Integrity Principles and Guidelines (2015, as amended from time to time). An integrity violation may consist of any of the following:

(i) Corrupt practice, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) Fraudulent practice, which is any act of 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;

(iii) Coercive practice, which 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;

(iv) Collusive practice, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) Abuse, which is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) Conflict of interest, which is any 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

(vii) Obstructive practice which is (1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false
statements to investigators in order to materially impede an ADB investigation; (2) making false statements to investigators in order to materially impede an ADB investigation; (3) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (4) materially impeding ADB's contractual rights of audit or access to information.

(g) avoid any situation that may create an actual, potential or perceived Conflict of Interest, including conflicts of interests arising between their personal financial interests or business relationships and their duty to ADB;

(h) not give or accept gifts from any sources if intended to serve the purpose of obtaining or exchanging a favor; or influencing any other person's performance of official duties or responsibilities;

(i) not engage in private trading activities such as, but not limited to, foreign exchange dealings, merchandising of goods and foodstuffs, real estate and insurance brokering, money lending, or car renting or brokering, in all cases, on ADB premises (including misuse of ADB's e-mail or similar media for trading); and,

(j) not disclose any confidential or unpublished information that has been received or generated by the Contractor to any person outside of ADB whom they know or should know has not been authorized by ADB to receive such information. Contractors have a responsibility to protect the security of any confidential and unpublished information provided to, or generated by, ADB.
Appendix: SAFETY AND SECURITY PROCEDURES FOR CONTRACTOR’S PERSONNEL IN THE PREMISES OF THE HEADQUARTERS OF THE ASIAN DEVELOPMENT BANK

I. GENERAL

1. The following guidelines summarize important Safety and Security requirements for the protection of life, limb, and property at the ADB Headquarters premises (ADB premises). It is the contractor’s responsibility to ensure that all its personnel are familiar with these guidelines. ADB staff who monitor the contractor’s work shall ensure that the safety and security rules and regulations pertinent to their areas of operations are followed and implemented by the contractor and its personnel.

2. The Security and Emergency Services Unit (CSRS-SE) of the Corporate Services Department (CSD) is responsible for the enforcement of ADB’s Safety and Security Systems and Procedures through the security contractor. All contractors’ personnel must undergo a safety and security briefing prior to their deployment. Periodic briefings shall be conducted as the situation warrants.

II. ACCESS CONTROL

A. Access to ADB Premises

3. The control of access to the Headquarters premises is a major part of ADB’s security program. Security personnel shall ensure that only those individuals who possess valid and appropriate ADB-issued ID cards are allowed access into ADB premises.

B. Personnel Identification

4. Contractors’ personnel commencing work at the ADB premises shall be issued a contractor’s ID card upon submission of the following:

   (i) Information Sheet;
   (ii) Details and sketch of the ID applicant’s residence location;
   (iii) Undertaking Form by the employer;
   (iv) Current (within 6 months) National Bureau of Investigations (NBI) clearance; and
   (v) Photocopy of company ID.

   The forms for the above requirements are available at OAOD-SBG’s Pass and Key Control Office.

C. ID/Pass Control

5. The ID card must be worn on the shirt or dress lapel to ensure that it is clearly visible at all times. All contractors’ personnel with ADB-issued IDs can enter/exit ADB through all gates.
including the MRT gate. The MRT Gate is open from 6:00 a.m. to 9:00 p.m., Mondays to Fridays except during ADB holidays.

Contractors under the influence of illegal drugs or liquor will not be allowed entry at ADB premises.

D. After Office Hours Access

6. ADB’s office hours are 7:00 a.m. to 6:00 p.m., Mondays to Fridays. Contractor’s personnel who shall work after office hours should wear their ADB-issued IDs. They may also be required to present their Contractor Monitoring Checklist General Permit to Work (“Permit to Work”), which they should always carry with them and readily submit to security personnel on duty when requested.

E. Prohibited Items

7. Firearms, bladed weapons, deadly weapons, replica weapons, explosives, items of an offensive nature, flammables, prohibited drugs and hazardous materials of any type are not allowed within ADB premises. Possession of any of these prohibited items may be considered a criminal offense and shall be dealt with in accordance with Section VI hereof.

F. Vehicle Access

8. Thorough inspection of the contractor’s delivery vehicle, e.g., underchassis, engine hood, storage compartment and passenger cabin shall be undertaken before access is allowed. Yellow-plated vehicles (public utility) are not allowed to enter ADB premises.

III. MATERIALS CONTROL

G. Gate Pass

9. All contractors’ equipment (personal or company-owned) upon entry to ADB must be covered by an ADB-issued “IN Gate Pass” which shall be issued by the guard on duty at the entry point. In case there is a need to bring out from ADB premises any contractor’s equipment, the persons bringing out the equipment shall present the IN Gate Pass issued earlier for said equipment and a certification from the ADB staff monitoring the contractor’s work allowing the bringing out of the equipment at the exit gate. A copy of the IN Gate Pass shall be retained at the exit gate. For ADB-owned equipment to be brought out of ADB premises for repair, a Gate Pass for ADB property must be secured from Logistics Management Unit (CSIS-LM) on-line.

H. Movement of Furniture and Equipment

10. CSIS-LM prohibits the movement of ADB properties, particularly furniture from one office to another without prior authorization. The movement of information technology equipment, such as computer hardware peripherals, without clearance from CSIS-LM and the Information Technology Department (ITD), is also prohibited.
I. Deliveries of Contractors’ Equipment and Supplies

11. All deliveries of contractor’s equipment and supplies must be directed to main loading dock for inspection, handling and issuance of proper receipt.

IV. SAFETY

J. Emergency Assistance

12. ADB maintains a team of trained security service personnel to respond to emergencies within ADB, including incipient stage firefighting, assistance during emergency evacuation, first aid and other types of safety and security incidents. Any person in need of safety or security assistance may dial (local) 5220 or 6333.

K. General Safety

13. It is the contractor’s responsibility to ensure that its personnel strictly observe ADB’s safety and security rules and regulations. Further, it is the contractor’s responsibility to safeguard its personnel from any hazards in their respective areas and that any unsafe conditions or incidents, no matter how minor, are reported to CSRS-SE.

14. Contractor’s personnel, including delivery crew members, are required to wear appropriate personal protective equipment such as hard hat, gloves, safety shoes for bulk and heavy deliveries, gas masks, rubber gloves, protective clothing, goggles for handling of hazardous materials (including chemicals and bio-contaminated material such as sewage and waste water), while performing their duties and/or delivering equipment, supplies and materials within ADB premises. Likewise, wearing of sandos, shorts, slippers and sandals when delivering goods/services to ADB shall not be allowed.

15. Contractor’s personnel should be adequately trained to operate industrial tools and machinery. Certifications may be required prior to operation of such equipment. In case a forklift will be used during delivery, the Contractor shall provide a certification vouching that its forklift operator is fit to handle such operation and authorizing him to undertake such task.

16. All contractors are required to participate during emergency/ general evacuation drills.

L. Hazardous Materials

17. All hazardous materials requested to be brought or used inside ADB premises must be declared by the contractor to the ISO Secretariat for approval. A material safety data sheet complete with emergency safety information in relation to fire, spill, fumes, allergy, accidental ingestion, etc., must be submitted to CSRS-SE. The security contractor shall carry out a detailed inspection of the material and ensure that safe handling procedures are followed.

M. Fire Safety
18. A Permit to Work shall be secured from the Senior Engineering Officer on Duty (SEO) of the Workplace Management Unit (CSWH-WM) prior to commencing any hot work operations (e.g., welding, cutting, and grinding). The SEO shall ensure that the site of the hot work is free from any flammables. In this case, it is the responsibility of the contractor to make arrangements for fire protection equipment. CSRS-SE, upon prior notification, shall deploy a firewatch to ensure that the work is performed safely. Use of personal appliances like water heaters etc are not allowed inside ADB.

19. If a fire is discovered, contractor's personnel are expected to:

(i) Shout “Fire” and activate the nearest fire alarm;
(ii) Call 5220 or 6333 and give the exact location and nature of the fire;
(iii) Try to contain or extinguish the fire if it is safe to do so; if not, leave the area as soon as possible; and,
(iv) Stay calm and help others requiring assistance.

20. Prior to entry into confined spaces (voids, tanks, tunnels, vaults) a Permit to Work shall be obtained from the ADB staff overseeing the contractor's work. A technician must examine and declare the space safe and free from toxic, flammable and explosive gases. Further, if the oxygen content is found to be below 19.5% it should be declared immediately dangerous to life and health. CSRS-SE, upon proper notification, shall provide personnel equipped with self-contained breathing apparatus for standby rescue.

N. Evacuation in the Event of Fire or Other Major Emergencies

21. In the event of emergencies requiring evacuation, alarms shall be sounded and instructions shall be relayed over the ADB’s voice communications system. Elevators must not be used for evacuation during emergencies. Elevators shall automatically proceed to the ground floor level when the alarm is activated. Lights should be left on and doors should be closed but not locked. The passageways should be clear of obstructions. All contractors’ personnel should proceed to the nearest exit and follow instructions from the security personnel.

O. Earthquake

22. In the event of an earthquake, contractor’s personnel should take shelter initially, away from outside walls and glass partitions or windows. After the initial shock, they should evacuate the building in an orderly manner, staying away from large items of furniture such as bookcases, cabinets, or electrical installations that may have been made unsafe by the tremor. The building shall be surveyed by CSWH-WM before normal work can be resumed. The contractor’s personnel shall be notified when the building has been declared safe; otherwise re-entry to the building is prohibited.

P. Health and Fitness

23. The contractor is responsible for monitoring the physical and mental health condition of its personnel. Personnel suffering from communicable diseases should be immediately treated in accordance with universally accepted medical practices. All contractor’s personnel should be certified physically and mentally fit by a reputable medical facility and the contractor must be able to present such certifications at any time requested by ADB.
V. SMOKING

24. Contractor’s personnel shall comply with ADB’s Guidelines on the Use of Centralized Smoking Lounges (see attached), which prohibits smoking anywhere outside the designated smoking lounges on the ADB Headquarters premises, to protect non-smokers from exposure to second-hand tobacco smoke. Repeat violations and abusive behavior in response to a request for compliance by contractor’s personnel shall be escalated to the Procurement and Contracts Administration Unit (CSPC).

25. Contractor’s personnel shall also comply with other guidelines, rules and regulations on smoking that may be issued by ADB to protect the health and well-being of all persons within ADB premises.

VI. COMMISSION OF CRIMINAL OFFENSE

26. CSRS-SE shall have the authority to summon for an investigation any contractor’s personnel who has or is alleged to have committed a criminal offense or who possesses information in connection with the commission of any criminal offense within ADB premises. Pending the completion of the investigation, the contractor’s personnel who has or is alleged to have committed criminal offense may be placed on preventive suspension.

27. CSRS-SE shall conduct unannounced and random inspections and searches of lockers, work areas and offices and conduct body frisking in aid of any investigation. A representative of the contractor, preferably the duty supervisor, shall be present when such actions will be undertaken.
Note: The Performance Security Form will be submitted only by the successful bidder in case of Contract award. For reference only.

FORM OF PERFORMANCE SECURITY
(from Contractor’s Bank)

To:  ASIAN DEVELOPMENT BANK
  6 ADB Avenue
  Mandaluyong City
  Philippines

Dear Sir:

WHEREAS, _________________. (hereinafter called the “Contractor”) and the Asian Development Bank have entered into, or will enter into a contract (Contract No. ADB/CSD-2023/XXX) for the PROVISION OF PROFESSIONAL ACCOUNTING SERVICES FOR THE ASIAN DEVELOPMENT BANK at ADB Headquarters Building, Mandaluyong City, Philippines (hereinafter called the “Contract”);

WHEREAS, the Contract provides that the Contractor shall furnish you with a Performance {Security} by a recognized {bank} for the sum specified therein as security for fulfillment by the Contractor of its obligations under and in accordance with the Contract;

WHEREAS, we have agreed to issue such a Performance {Security} in your favor;

NOW THEREFORE we, {bank’s name}, hereby irrevocably and absolutely affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total amount of: Philippine Pesos: One Million (₱1,000,000), which we undertake to pay to you, upon your first written demand, without your having to assign any reason for such demand, and irrespective of whether or not there is any dispute between the Contractor and you in respect of any other matter and irrespective of whether or not such dispute, if any, has been settled, resolved, litigated or adjudicated.

This Security is effective from 1 January 2024 to 30 days after the expiration date of the Contract (as stated in accordance with Paragraph 12 of the General Conditions of Contract). This Security cannot be canceled without your express written approval.

The giving of time to the Contractor, or the neglect or forbearance by you in requiring or enforcing payment of the sum of: Philippine Pesos: One Million (₱1,000,000) or other indulgence whether in relation to the Contract or otherwise, shall not, in any way, prejudice, affect, derogate, release or absolve us from our liability under this Security/Guarantee;

No change in organization or constitutional documents or in that of Asian Development Bank or the Contractor shall affect or impair our absolute liability herein.

Dated this _____ day of ____________ 2023.

Signature and Seal of the Guarantor

Name of Bank & Address
NON-DISCLOSURE AGREEMENT (Company)

ASIAN DEVELOPMENT BANK
No. 6 ADB Avenue
Mandaluyong City
Metro Manila

Attention: Unit Head, Procurement and Contracts Administration Unit (CSPC)
Corporate Services Department

Dear Sir:

_______________ ("the Supplier") engaged to provide Coaching Services for the Asian Development Bank, under Contract No. ADB/CSD-2022/XXX, to which its employees may be given access, receives or generates, directly or indirectly, during the performance of the Contract may be considered "Confidential Information".

The Supplier and all its employees warrant covenant and agree as follows:

1) Not to copy or reproduce, or permit the copying or reproduction in any form of any Confidential Information other than for the sole use in connection with the Contract, except with prior written approval of CSPC;

2) Not to use, nor provide, nor disclose, not permit the use, provision, disclosure orally, electronically or otherwise, either directly or indirectly of any Confidential Information nor any copy, summary or extract thereof to any third party, other than to the relevant ADB staff concerned with the Contract, except with prior written approval of CSPC;

3) Upon termination for any reason of the Contract, the Supplier shall promptly (and in any case within seven (7) calendar days after written request from ADB) return to ADB all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligation not to disclose or communicate any Confidential Information shall continue for a period of two (2) years after such termination.

The term "Confidential Information" shall include, but is not limited to, data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of the ADB, or any other information regarding the management and method of operation of ADB.

ADB may elect at any time to terminate or restrict Supplier’s or any/all of its employee’s access to the Confidential Information.

Name of Authorized Supplier Signatory:
(Please sign over printed name)

Date Signed
NON-DISCLOSURE AGREEMENT *(Supplier’s Personnel)*

ASIAN DEVELOPMENT BANK  
No. 6 ADB Avenue  
Mandaluyong City  
Metro Manila

Attention:  
Unit Head, Procurement and Contracts Administration Unit (CSPC)  
Corporate Services Department

Through:  
Manager, *[Contractor’s Name]*

Dear Sir:

I, the undersigned, ___________________________, an employee of ____________________________ (“the Supplier”) assigned to carry out work in the Asian Development Bank (ADB) premises, in connection with Contract No. ADB/CSD-2022/XXX, understand that data and information to which I may be given access, receive or generate, directly or indirectly, during the performance of my duties may be considered “Confidential Information”, as defined below.

I warrant, covenant and agree as follows:

1) Not to copy or reproduce, or permit the copying or reproduction in any form of any Confidential Information other than for the sole use in connection with the Contract, except with prior written approval of CSPC;

2) Not to use, nor provide, nor disclose, nor permit the use, provision, disclosure orally, electronically or otherwise, either directly or indirectly of any Confidential Information, nor any copy, summary or extract thereof to any third party, other than to the relevant ADB staff concerned with the Contract, except with prior written approval of CSPC;

3) Upon termination for any reason of my involvement in the Contract, I shall promptly (and in any case within seven (7) calendar days after written request from ADB) return to ADB all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligation not to disclose or communicate any Confidential Information shall continue for a period of two (2) years after such termination.

The term “Confidential Information” shall include, but is not limited to, data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of the ADB, or any other information regarding the management and method of operation of ADB.

ADB may elect at any time to terminate or restrict my access to the Confidential Information.

Name of Supplier’s Employee: ____________________________  
(Please sign over printed name)

Signed in the Presence of: ____________________________  
Date Signed

Name of Authorized Supplier Signatory: ____________________________  
(Please sign over printed name)

Date Signed
List of Eligible Countries (ELC) of the Asian Development Bank

| 1. Afghanistan       | 37. Myanmar         |
| 2. Armenia           | 38. Nauru           |
| 3. Australia         | 39. Nepal           |
| 4. Austria           | 40. Niue            |
| 5. Azerbaijan        | 41. The Netherlands |
| 6. Bangladesh        | 42. New Zealand     |
| 7. Belgium           | 43. Norway          |
| 8. Bhutan            | 44. Pakistan        |
| 9. Brunei Darussalam | 45. Palau           |
| 10. Cambodia         | 46. Papua New Guinea|
| 11. Canada           | 47. Philippines     |
| 12. China, People’s  | 48. Portugal        |
| 13. Cook Islands     | 49. Samoa           |
| 14. Denmark          | 50. Singapore       |
| 15. Fiji Islands     | 51. Solomon Islands |
| 16. Finland          | 52. Spain           |
| 17. France           | 53. Sri Lanka       |
| 18. Georgia          | 54. Sweden          |
| 19. Germany          | 55. Switzerland     |
| 20. Hong Kong, China | 56. Taipei, China   |
| 21. India            | 57. Tajikistan      |
| 22. Indonesia        | 58. Thailand        |
| 23. Ireland          | 59. Timor-Leste     |
| 24. Italy            | 60. Tonga           |
| 25. Japan            | 61. Turkey          |
| 26. Kazakhstan       | 62. Turkmenistan    |
| 27. Kiribati         | 63. Tuvalu          |
| 28. Korea, Republic  | 64. United Kingdom  |
| 29. Kyrgyz Republic  | 65. United States   |
| 30. Lao PDR          | 66. Uzbekistan      |
| 31. Luxembourg       | 67. Vanuatu         |
| 32. Malaysia         | 68. Viet Nam        |
| 33. Maldives, Republic of |             |
| 34. Marshall Islands |                |
| 35. Micronesia, Federated States of |    |
| 36. Mongolia         |                |