INVAS DEVELOPMENT BANK
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines
Tel: +63 2 8632 4444

INVITATION TO BID
ARTIFICIAL INTELLIGENCE (AI) AND BIG DATA MANAGED SERVICES

1. The Asian Development Bank (ADB), a multilateral development finance institution headquartered in Manila, Philippines, is seeking bids for the Artificial Intelligence (AI) and Big Data Managed Services.

2. The Contractor shall provide ADB with the most reliable and efficient Services with the deployment of skilled personnel, appropriate tools, equipment, transportation, materials and supervision in accordance with the policies, standards and procedures established by ADB.

3. Interested bidders are advised to send their complete contact details (i.e., name of firm, address, contact person and position, email address, telephone number) to Ma. Con Vanessa Taguinod (mtaguinod@adb.org) and Michelle Anne Recto (mrecto@adb.org) for future correspondence related to its bidding.

4. The Instructions to Bidders included in this invitation is available and may be downloaded until 23 October 2023, 4:00 p.m. (Manila time).

5. Bids should be submitted using the ADB e-procurement system in accordance with clause 15 of the Instruction to Bidders and should reach ADB electronically not later than 4:00 p.m. (Manila time) on 23 October 2023, attention to: Advisor, CSD and Head, Procurement and Contracts Administration Unit. Late bids and bids submitted outside of the eProc portal will be rejected by ADB.

6. To assist in the examination and evaluation of proposal, ADB may, at its discretion, ask the Bidders for clarification and virtually present its proposal. This will be scheduled separately and coordinated through email.

7. If your Bid is accepted, Bidder commits to obtain a Performance Security in the amount of ten percent (10%) of the Contract Price for the due performance of the Contract.

8. 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.

9. This Invitation does not entail any commitment on the part of ADB, either financial or otherwise. All costs associated with the preparation and submission of the Bid shall be borne solely by the Bidder.
INSTRUCTIONS TO BIDDERS

Artificial Intelligence (AI) and Big Data Managed Services

October 2023

ASIAN DEVELOPMENT BANK

6 ADB AVENUE, MANDALUYONG CITY, 1550 METRO MANILA, PHILIPPINES
Tel. +63 2 8632 4444

The documents comprising this "Instructions To Bidders" including data 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
(Please read in conjunction with the Bid Data Sheet [BDS])

Artificial Intelligence (AI) and Big Data Managed Services

A. General

1. Scope of Bid

1.1 The Asian Development Bank (hereinafter referred to as “ADB”) wishes to receive bids from prospective Bidders for the Artificial Intelligence (AI) and Big Data Managed Services (hereinafter referred to as “Services”).

1.2 The Contractor shall provide ADB with the most reliable and efficient Services with the deployment of skilled personnel, appropriate tools, equipment, transportation, materials and supervision in accordance with the policies, standards and procedures established by ADB. ADB will evaluate the performance of the Contractor in carrying out the delivery of the Services against the standards set forth in the Statement of Work (see Appendix 1). The successful Bidder is required to complete the Services and receive final acceptance from ADB unless pre-terminated by ADB on specified grounds.

1.4 The Bids 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 Please refer to Appendix 7 – Technical Evaluation Criteria (Mandatory Requirements).

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 was a single Bidder. Each firm in the JV must be a legally registered commercial enterprise established in the business of providing the required 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 JV 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, to observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, ADB:
i. defines, for the purposes of this provision, the terms set forth below as follows:

   a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

   b. “fraudulent practice” means 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” means 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; and

   d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

ii. will 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;

iii. will 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 will include but not be limited to the forfeiture of the performance security, depending on what stage of the project when collusion was discovered; and

iv. will 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 will take appropriate actions, which include not financing of the Contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

i. they have controlling partners in common; or

ii. they receive or have received any direct or indirect subsidy from any of them; or

iii. they have the same legal representative for purposes of this bid; or

iv. they 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 the bid of another Bidder, or influence the decisions of the ADB regarding this bidding process; or

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

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

2.5 Penalties on Collusion by Bidders

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

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

   a. The Contract shall be terminated by ADB immediately.

   b. In addition, the Successful Bidder shall be disqualified to bid for any future projects of ADB.
3. Eligible Goods and Related Services

3.1 All goods and related services to be supplied under the Contract and financed by ADB shall have as their country of origin an eligible country of ADB (see: https://www.adb.org/about/members) for the List of ADB Eligible Member Countries).

3.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, implementation, training, and initial maintenance.

3.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

3.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

4. Bid Procedure

4.1 Each Bidder shall submit only one Bid either by itself, or as a partner in a JV. A Bidder who submits or participates in more than one Bid will be disqualified. Bidders are expected to submit their bids in best form.

4.2 A single stage - single envelope bidding procedure shall be followed wherein Bidders submit the Technical Bid and the Financial Bid electronically in ADB’s e-procurement system (refer to Clause 15).

4.3 The Financial Bid will be used by ADB as a reference to determine the appropriate Contract amount for the Services to be supplied/rendered by the successful Bidder.

4.4 The Technical Bids are evaluated by ADB to determine technical compliance of the Bidders without reference to price. No amendments or changes to the technical bids are permitted. The Financial Bids are evaluated by ADB, and the Contract/Purchase Order is awarded to the Bidder whose Bid has been determined to be the lowest evaluated, substantially responsive and complying.

4.5 The Technical Bids will be evaluated based on a mix of mandatory/Pass-Fail and Weighted – Points System Evaluation Framework established by ADB and as defined in Clause 19.10.
5. **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**

6. **Contents of Bid Documents**

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

- (i) Statement of Work (Appendix 1)
- (ii) Technical Bid Form (Appendix 2)
- (iii) Financial Bid Form (Appendix 3)
- (iv) Form of Secretary's Certificate (Appendix 4)
- (v) Bid Securing Declaration Form (Appendix 5)
- (vi) Technical Bid Response Form (Appendix 6)
- (vii) Technical Evaluation Criteria and Response Template (Appendix 7)

**ADB's Standard Contract Templates**

- (viii) Contract Form (Appendix 8)
- (ix) Special Conditions of Contract (SCC) (Appendix 9)
- Conflict of Interest Disclosure Statement (Appendix 1 of SCC)
- Non-disclosure Agreement (Appendix 2 of SCC)
- (x) General Conditions of Contract (Appendix 10)
- (xi) Standards of Conduct for Contractors (Appendix 11)
- (xii) Safety and Security Procedures (Appendix 12)
- (xiii) Good Social Management Certificate (Appendix 13)

**Other forms required (as applicable)**

- (xiv) Performance Security Form (Appendix 14)
- (xv) Joint Venture Form (Appendix 15)
- (xvi) Declaration of Sub-contractor Form (Appendix 16)

6.2 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.

6.3 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.
6.4 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.

7. Clarification on Bid Documents

Bidders requiring any clarification on the bid documents may notify ADB in writing through e-mail to Ma. Con Vanessa Taguinod (mtaguinod@adb.org) cc: Michelle Anne Recto (mrecto@adb.org) or through electronic message at the ADB’s e-procurement system. **ADB will respond to any request for clarification, provided it is received not less than three (3) calendar days prior to the deadline for submission of bids.** Copies of ADB’s response will be forwarded to all Bidders, including the description of the inquiry.

8. Amendment to Bid Documents

8.1 At any time prior to the deadline for submission of bids, ADB may for any reason modify the bid documents by issuing addenda.

8.2 Any addendum issued shall form part of the bid documents and shall be communicated in writing or by e-mail to all Bidders. The transmittal of the addendum to the Bidders on the addresses or e-mail addresses submitted shall relieve ADB of its obligations to notify the Bidders of the said addendum.

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

C. Preparation of Bids

9. Composition of Bid (Bid Proposal)

9.1 **TECHNICAL BID** – It shall consist of and be structured as follows:

i. Bid/proposal based on the Statement of Work (Appendix 1);

ii. Completed and signed Technical Bid Form (Appendix 2);

iii. Secretary’s Certificate or Written Power of Attorney (Appendix 4); Furnish a notarized authorization letter stating the name and official position held by the person authorized to sign the Bid and the formal Contract for the Bidder. The person authorized to sign the bid should also sign the conforme in the certification.

iv. Bid Securing Declaration Form (Appendix 5) ADB shall waive the bid security requirement, provided the Bidder submits and signs the Bid Securing Declaration accepting that, if the Bidder withdraws or modifies (unless upon the consent and advice of ADB) its bid during the period of validity, or the Bidder is awarded the Contract, and it fails to sign the Contract or submits a
Performance Security in accordance with Clause 24, then the Bidder shall be disqualified from bidding in any or all future Contracts with ADB.

v. Completed Technical Bid Response Form (Appendix 6);

vi. Completed Technical Evaluation Criteria and Response Template (Appendix 7);

vii. All the documentary proofs as required in Clause 6.1 (please use the forms provided as applicable).

viii. Declaration of Subcontractor Form (Appendix 16)

9.2 **FINANCIAL BID** –

It shall comprise of the completed and signed Form of Financial Bid (Appendix 3).

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

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

9.5 It is incumbent on the Bidder that when the documents mentioned above are duly completed, they should be submitted simultaneously by the Bidder in accordance with Clause 15.

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

10. **Bid Language**

The bid and other documents including any correspondence related to the bid shall be in English language.

11. **Bid Currency**

The rates submitted by the Bidders shall be in US Dollar or any other easily convertible currency of ADB member countries. For purposes of evaluation of Financial Bids, all bids shall be converted to US Dollar at the exchange rate set by ADB Treasury at the time and date of the Financial Bid opening.

12. **Bid Price**

12.1 Unless otherwise specifically stated in the Contract documents, the bid price shall be deemed to include, inter alia, (i) labor costs; (ii) use of facilities, tools and equipment; (iii) supplies and materials including wastage; (iv) transportation; (v) administrative, supervision and overhead expenses; (vi) profit; and (vii) incidental expenses for the provision of the required Services. Since ADB is exempted from paying taxes and duties
under the Articles of Agreement Establishing the Asian Development Bank (Charter) and the Agreement between the Asian Development Bank and the Government of the Republic of the Philippines Regarding the Headquarters of the Asian Development Bank (Headquarters Agreement), the Bidder shall calculate its prices for the service items exclusive of Contractor's tax, Value-Added Tax (VAT) and Expanded Value-Added Tax (EVAT).

12.2 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. The total bid price will be the basis for payments for the Services provided in accordance with the bid documents.

12.3 The bid price under the terms and conditions specified in the Contract/Purchase Order shall be deemed to be firm and fixed. No claim for adjustments in the Contract prices based on the bids shall be considered by ADB for any change in foreign exchange rate, for any increase in wage rates, 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 such change, increase or escalation shall be deemed to have been taken into account and included in the bid price.

13. Bid Validity

13.1 The bid shall remain valid for a period of ninety (90) calendar days from the specified deadline for the submission of bids.

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

14. Bid Signing

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

D. Bid Submission

15. Deadline for Submission of Bids

Electronic bids should reach ADB not later than 4:00 P.M. (Manila time) on 23 October 2023. The bids should be sent electronically through ADB’s e-procurement system to the attention of Asghar Ali Syed, Advisor, Corporate
Services Department and Head, Procurement and Contracts Administration. The step-by-step walkthrough for submission will be uploaded in the ADB’s e-procurement system.

16. Late Bids

ADB shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with Clause 15. Any bid received by ADB after the deadline for submission of bids will be rejected.

17. Modification and Withdrawal of Bids

17.1 The Bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by ADB, prior to the deadline for the submission of bids. The Bidder's modification or withdrawal notice shall be entered in the ADB’s e-procurement system in accordance with the provisions of Clause 15. The step-by-step walkthrough for modification or withdrawal of bids will be uploaded in the ADB’s e-procurement system.

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

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

E. Bid Opening and Evaluation

18. Bid Opening

18.1 ADB will open the Technical and Financial Bids electronically in the e-procurement system, including modifications made pursuant to Clause 17. No Bids shall be rejected at the opening except for late bids, in accordance with Clause 16.


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

19.2 Subject to Clause 19.1, no Bidder shall contact ADB on any matter relating to its bid from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of ADB, it should do so in writing.

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

19.4 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.

19.5 ADB will determine whether each bid submitted by a qualified Bidder is (i) properly signed; (ii) the same name of company invited to participate in the bidding; (iii) substantially responsive to the requirements of the bid documents; (iv) arithmetic errors in computation were made in the bids; and (v) the bids are otherwise generally in order. ADB may, based on factual justification and in consideration of requirements for competition and transparency, waive minor and/or administrative deficiencies in Bidders' submissions.

19.6 A bid that is not substantially responsive to the bidding documents or contains inadmissible reservations will be rejected. A bid will 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.

19.7 Technical Bids will be evaluated based on a mix of Pass-Fail and Weighted Points System evaluation framework established by ADB, with the Prequalification and Technical Evaluation Criteria provided in Appendix 7 (refer to Clause 4.5). A substantially responsive bid is one that conforms to all terms, conditions and specifications of the bid documents without material deviation or reservation. A major deviation would normally occur when (i) the scope, quality of Goods, or performance of the Services 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 will result in the rejection of the Bidder's bid.

19.8 If, after the examination of the terms and conditions and the technical evaluation, ADB determines that the Bid is not substantially responsive in accordance with the Bidding Documents, it shall reject the Bid.

19.9 Passing Score for the Technical Bids is 80%. Only the Financial Bids of the post-qualified Bidders with technically compliant bids shall be considered in the Financial Bid evaluation. Bidders who do not conform to the specified technical requirements will be rejected as deficient and non-responsive Bids and will not be included in the financial evaluation.

19.10 A combination of Pass-Fail and Weighted Points System evaluation framework will be implemented. Technical Bids will have a weight of 70% of the total bid, while the Financial Bids will have a weight of 30% of the total bid (Weighted Points System) [see Appendix 8, Technical Evaluation Criteria].
20. **Non-conformities, Errors, and Omissions**

20.1 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.

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

20.3 In case of discrepancies between price given in words and that given in figure for the same item, the prices given in words shall prevail. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount stated in the Bid Form and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected. If the Bidder does not accept the corrected amount of bid, its bid will be considered as withdrawn, and the Bidder shall be disqualified to bid for any future projects of ADB.

F. **Award of Contract**

21. **Award**

21.1 Following the post qualification review, technical evaluation and financial evaluation of each Bidder, the most responsive Bidder with the highest combined technical and financial percentage score, offering the most economical and advantageous Bid to ADB will be selected.

21.2 Subject to Clauses 19 and 20, ADB will award the Contract to the most responsive Bidder whose bid has been determined to gather the highest combined percentage score for technical and financial criteria.

21.3 Where, during bid evaluation, the prices offered by the Bidder with the highest combined technical and financial percentage scores are significantly higher than market references, ADB reserves its right to negotiate these prices with a view to obtain the best value for money for ADB.
22. **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.

23. **Notification of Award**

23.1 ADB will notify the successful Bidders by letter (Letter of Acceptance of Bid) that its bid has been accepted.

23.2 The Letter of Acceptance of Bid, together with the Bid, will form a Contract between ADB and the successful Bidder, until the Contract/Purchase Order has been effected pursuant to *Clause 25*.

24. **Performance Security**

24.1 The successful Bidder shall post a Performance Security in favor of ADB in the amount of 10% of the total Contract price issued to guarantee its faithful performance of the Contract. The Performance Security, payable in US Dollar or any other easily convertible currency of ADB member countries, shall be in the form of:

i. **Bank Guarantee** (see Appendix 15 for the template); or

ii. **Wire Transfer in lieu of a Manager or Cashier’s check** which will be refunded by ADB once the contractual obligations have been fulfilled and satisfied.

The required Performance Security and other stipulated documents shall be furnished within fifteen (15) calendar days from the date the Bidder receives ADB’s Contract.

24.2 Failure of the successful Bidder to submit to ADB the required Performance Security shall constitute sufficient ground for annulment of the award and the disqualification of the Bidder from bidding in any or all future Contracts with ADB.

25. **Execution of the Contract**

25.1 The Bidder to whom the Contract/Purchase Order is awarded is required to enter into and execute a Contract Agreement (see *Appendices 8 to 13*) in accordance with the form, conditions and requirements in the Bid Documents and other stipulated documents within fifteen (15) calendar days from the date the Bidder receives ADB’s Letter of Acceptance of Bid.

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

26. **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 advised to study these documents, copies of which are available from ADB’s website, free of charge, in order to assess his or her rights and obligations under the Contract. Provided is the link to ADB’s Charter and Headquarters Agreement: [https://www.adb.org/documents/agreement-establishing-asian-development-bank-adb-charter](https://www.adb.org/documents/agreement-establishing-asian-development-bank-adb-charter)

27. **Confidentiality / Non-disclosure**

27.1 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.

27.2 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.

G. **General Conditions of Contract**

28. **Termination for Default**

ADB, without prejudice to any other remedy for breach of the Contract, by Notice of default sent to the successful Bidder, may terminate the Contract in whole or in part, if the successful Bidder, in the judgment of ADB has engaged in corrupt or fraudulent practices in competing for or in being awarded the Contract.

29. **Payment**

29.1 Payment for the Services will be made in accordance with the terms and mode of payment specified in the Contract issued by the ADB to the successful Bidder.

29.2 The ADB’s standard policy is to pay for the Services by fund/electronic transfer within thirty (30) calendar days upon receipt of original invoice and confirmation by ADB that the Services are complete and accepted.
## BID DATA SHEET

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

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Amendments of, and Supplements to, Clauses in the ITB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Asian Development Bank (ADB) is a multilateral development finance institution headquartered in Manila, Philippines. For further information, please refer to <a href="https://www.adb.org">www.adb.org</a>. ADB issues this Bidding Document for the <strong>Artificial Intelligence (AI) and Big Data Managed Services</strong></td>
</tr>
<tr>
<td>2.1</td>
<td>To be qualified for the bidding, the Bidder must:</td>
</tr>
<tr>
<td></td>
<td>(i) come from a contracting office from any of ADB's 68 members and shall be deemed to have the nationality of a Member Country if its constituted, or incorporated, and operation in conformity with the provisions of the laws of that country. Complete list can be accessed from this <a href="https://www.adb.org/who-we-are/about#members">URL</a>.</td>
</tr>
<tr>
<td></td>
<td>(ii) demonstrate a range Generative AI use cases from experimentation to production that follows the best practice guidelines.</td>
</tr>
<tr>
<td></td>
<td>(iii) have qualified consultants with AI and Machine Learning (ML) experience. Key considerations: Strong data science experience, especially in the Generative large language models.</td>
</tr>
<tr>
<td></td>
<td>(iv) have Project Management and Quality Assurance framework and process. The bidder must have the ability to understand Data Science components, data analysis, big data architecture, and responsible AI framework.</td>
</tr>
<tr>
<td></td>
<td>(v) have practical experience of implementing a big data and exchange platform showcasing an array of data products. The implemented platform should be able to provide access to data in a secure and seemliness way and offers a workspace for data scientist and data engineers.</td>
</tr>
<tr>
<td></td>
<td>(vi) be able to demonstrate international or regional experience. The Bidder is able to share previous work done and list of countries / region.</td>
</tr>
<tr>
<td>6.1</td>
<td>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 <strong>Clause 8</strong>:</td>
</tr>
</tbody>
</table>
(i) Statement of Work — Appendix 1  
(ii) Technical Bid Form — Appendix 2  
(iii) Financial Bid Form — Appendix 3  
(iv) Form of Secretary Certificate — Appendix 4  
(v) Bid Securing Declaration Form — Appendix 5  
(vi) Technical Bid Response Form — Appendix 6  
(vii) Technical Evaluation Criteria and Response Template — Appendix 7  

For reference, ADB’s Standard Contract Templates  
(viii) Contract Form — Appendix 8  
(ix) Special Conditions of Contract — Appendix 9  
(x) General Conditions of Contract — Appendix 10  
(xi) Standards of Conduct for Contractors — Appendix 11  
(xii) Safety and Security Procedures — Appendix 12  
(xiii) Good Social Management Certificate — Appendix 13  

Other forms required (as applicable)  
(xiv) Performance Security Form — Appendix 14  
(xv) Joint Venture Form — Appendix 15  
(xvi) Declaration of Subcontractor Form — Appendix 16  

**ADB will reach out to Bidder for any clarification on its response.**  
**Important Note:** Material deviations to any of the templates, failure to sign signatory fields, failure to submit all forms and supporting documents, and outright removal or revision of ADB mandatory terms, conditions and required vendor commitments may be a cause for disqualification.

7. Bidder may notify Ma. Con Vanessa Taguinod: mtaquinod@adb.org and Michelle Anne Recto: mrecto@adb.org, or through electronic message at the ADB’s e-procurement system.  

Deadline for submitting requests for clarification is on **18 October 2023**.

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

i. Bid/proposal based on the Statement of Work (**Appendix 1**);  
ii. Completed and signed Technical Bid Form (**Appendix 2**);  
iii. Secretary’s Certificate or Written Power of Attorney (**Appendix 4**)

Furnish a notarized authorization letter stating the name and official position held by the person authorized to sign the Bid and the formal Contract for the Bidder. The person authorized to sign the bid should also sign the conforme in the certification.
iv. Bid Securing Declaration Form (Appendix 5)

ADB shall waive the bid security requirement, provided the Bidder submits and signs the Bid Securing Declaration accepting that, if the Bidder withdraws or modifies (unless upon the consent and advice of ADB) its bid during the period of validity, or the Bidder is awarded the Contract, and it fails to sign the Contract or submits a Performance Security in accordance with Clause 24, then the Bidder shall be disqualified from bidding in any or all future Contracts with ADB.

v. Completed Technical Bid Response Form (Appendix 6);

vi. Completed Technical Evaluation Criteria and Response Template (Appendix 7);

vii. All the documentary proofs as required in Clause 6.1 (please use the forms provided as applicable).

9.2 FINANCIAL BID –
It shall comprise of the completed and signed Form of Financial Bid (Appendix 3).

10. The Bid language shall be English.

11. The rates shall be quoted in US Dollars or any acceptable currency of an ADB member country. The rates of exchange shall be the ADB Oracle GL Daily rates of 23 October 2023 (date of Bid submission).

13.1 The Bid validity period shall be at least ninety (90) calendar days. Bids shall be valid until at least 23 January 2023.

15. The Technical and Financial Bids shall be submitted electronically in ADB’s e-procurement system.

17. The deadline for submission of Bids is on 23 October 2023, 4:00 P.M. Manila time.

18. ADB shall open the Technical and Financial Bids electronically in ADB’s e-procurement system, including modifications made pursuant to Clause 17. ADB shall prepare a record of the opening of the Technical and Financial Bids that shall include, as a minimum: the name of the Bidder and whether there is withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per Clause 9.

ADB shall notify Bidders in writing who have been rejected on the grounds of being non-responsive and deficient to the requirement of the Bidding Documents.
| 19 | Technical Bids shall be evaluated using a combination of Pass/Fail and weighted point system established by ADB (see: Appendix 7 - Technical Evaluation Criteria). Only the Financial Bids of the post-qualified Bidders with technically compliant bids shall be considered in the Financial Bid evaluation. Bidders who do not conform to the specified technical requirements will be rejected as deficient and non-responsive Bids and will not be included in the financial evaluation. Bidders’ scores from the technical evaluation will be combined with their scores from the financial evaluation. Technical bids will have a weight of 70% of the total bid while the Financial Bids will have a weight of 30% of the total bid.

Following the post qualification review, technical evaluation and financial evaluation of each Bidder, the most responsive Bidder with the highest combined technical and financial percentage score, offering the most economical and advantageous Bid to ADB will be selected.

ADB will award the Contract to the most responsive Bidder whose bid has been determined to gather the highest combined percentage score for technical and financial criteria.

Where, during bid evaluation, the prices offered by the Bidder with the highest combined technical and financial percentage scores are significantly higher than market references, ADB reserves its right to negotiate these prices with a view to obtain the best value for money for ADB. |
| 21.3 | ADB reserves the right to negotiate submitted prices and scope of work, including additional services, prior to contract award. ADB may elect to procure certain goods or services separately from this contract. |
| 24.1 | The Performance Security shall be in the amount equivalent to 10% of the total Contract amount. |