



Procurement and Contracts Administration Unit  
Corporate Services Department  
6 ADB Avenue, Mandaluyong City  
1550 Metro Manila, Philippines  
Tel (632) 8632-5186

### Subject: Invitation to Apply for Photography Services

The Asian Development Bank (ADB), a multilateral development finance institution headquartered in Manila, Philippines, invites potential service providers to apply for photography services on a retainer basis, hereinafter referred to as “Services”.

Details of the scope of Services and schedule of fees are described in the attached **Terms of Reference (Appendix 1)**.

For interested Service Providers:

1. Express your interest to be a service provider by sending an email to [ralberto@adb.org](mailto:ralberto@adb.org). Service providers will receive an acknowledgement email;
2. A system-generated email will be sent to interested services providers for access to our eProcurement system.
3. Service Providers will need to submit the following documents in our eProcurement system:
  - a. Letter of Intent for the provision of Services;
  - b. Vendor response form (**Appendix 2**);
  - c. Curriculum Vitae (CV) / Company Portfolio; and
  - d. Sample Works Portfolio

Deadline for submission via ADB’s eProcurement system is on **12 NN (Manila time) on 31 August 2024**. The letter of intent must be addressed to: Unit Head, Procurement and Contracts Administration Unit with subject line - *Letter of Intent – Photography Services*.

#### IMPORTANT

- (i) Service Providers will be evaluated based on the set Evaluation Criteria (**Appendix 3**). The LOI and CV / Company Profile are expected to contain information per the Evaluation Criteria.
- (ii) ADB may also schedule interviews and/or test/s to assess qualifications of select Service Providers, with details (e.g. Date, Time, and Venue) to be provided via e-mail.
- (iii) ADB will require selected Service Provider/s to enter into and execute a Retainer Contract. Please refer to the terms and conditions of the attached Contract (**Appendix 4**).

Service Providers requiring additional information or clarification of any aspect of this invitation should get in touch with Mr. Ray Alberto of the Procurement and Contracts Administration Unit via email at [ralberto@adb.org](mailto:ralberto@adb.org).



This invitation does not entail any commitment on the part of ADB, either financial or otherwise. Any cost of preparation of the letter of intent and its corresponding supporting documents shall be borne solely by the bidder. ADB reserves the right to reject any or all letters of intent received.

Sincerely,

**NADIA ABBAS**

Principal Procurement and Contracts Specialist,  
Procurement and Contracts Administration Unit  
Corporate Services Department

## **TERMS OF REFERENCE**

### **Photography Services**

In recognition of the increasing importance for images to tell the ADB story, qualified professional photographers are engaged for specific assignments to take high-quality photographs of ADB-supported activities and events, products, projects and beneficiaries, and infrastructure.

#### **I. TERMS OF REFERENCE AND EXPECTED OUTPUTS**

1. The photographer is tasked to take photographs of ADB-assisted projects, events, and development initiatives including beneficiaries and progress achieved. The Photographer is expected to produce a series of photographs capturing the positive changes in the lives of the people benefiting from ADB-assisted projects. Aside from pure documentation, the photographs must depict the project with a humanistic point of view and focus on the beneficiaries aside from ordinary infrastructure, facilities and equipment. It is strongly encouraged that the photographer should provide as many angles (long, full, medium shots, close-ups, extreme close-ups) as possible.

2. Aside from highlighting ADB projects and beneficiaries, the photographer must also provide general photographs such as city and rural landscapes, human-interest and other stock shots depicting the country of assignment as specified in the TO.

3. After field photography, the photographer shall do a back-up of the original take, shortlist a set of photographs per day of shooting as specified in the TO, edit the shortlisted photographs, undertake the necessary post-processing including but not limited to color correction, sizing and cropping, and submit the digital files to DOC.

4. The photographer shall provide embedded captions and relevant metadata for all shortlisted photographs submitted using the template in Annex A.

5. Unless specified, all shortlisted RAW digital photographs should be submitted together with their high-resolution JPEG equivalent (at least 4300x2800 pixels/12MP at 300dpi). The photographer should provide as many angles (long, full, medium shots, close-ups, extreme close-ups) as possible.

#### **II. OTHER DETAILS**

##### **A. Professional Requirements**

A highly qualified professional photographer who is capable of producing high-quality professional final product.

Knowledge of the work of the international development sector and ADB are an asset. In the case of project documentation photography services, in-depth knowledge of the assigned country is essential.

##### **B. Logistical Support Requirements**

The photographer shall provide his/her own camera, lights, and photo editing equipment and facilities or lease them to ADB at current market rates. Use/rental of equipment/facilities shall be subject to ADB approval. ADB shall also allow the Contractor to use DOC equipment and facilities necessary for the project subject to the availability of the equipment under DOC's own production schedules. In the case of a conflict of schedule, DOC shall have priority.

In cases where travel is involved, such as the photo documentation of projects overseas, ADB shall pay for the airfare, per diem, excess baggage, hotel and other ancillary fees related to the photography documentation mission as specified in the TO.

**C. Production Schedule**

The detailed production plan and schedule should be agreed by both ADB and the photographer. The photographer is expected to complete the work based on the agreed deadline as specified in the TO.

**D. Copyright**

ADB shall have exclusive, worldwide use of all photographic images taken during the course of the assignment for a period of five (5) years.

Following the expiration of this 5-year period of exclusive use, ADB shall maintain unlimited, non-exclusive worldwide rights to all images taking during the course of the assignment in perpetuity.

The photographer may not sell, license, or otherwise provide any image to any party during ADB's exclusive 5-year usage period. During this time, the photographer may include the photo in the photographer's personal or online portfolio for self-promotion.

The photographer shall retain copyright following the 5-year exclusivity period.

**III. SCHEDULE OF FEES**

The photographer shall be paid in lump sum (inclusive of professional fees and other expenses such as per diem, hotel, air and land travel), which will be based on an agreed rate between ADB and the photographer as determined by specifications as stipulated in the Terms of Reference (TOR) of the assignment.

Because of the varying complexity, length and nature of documentary assignments, rates will vary depending on the specifications of the project. The estimate for each assignment will be based on the day rate of the photographer plus all other acceptable expenses related to the project as specified in the Terms of Reference (TOR) of the assignment.

**Daily Rates**

Professional daily rates vary depending on the complexity of the tasks assigned.

	<b>Simple</b>	<b>Medium</b>	<b>Complex</b>
Local and International	\$200-\$300	\$300-\$500	\$500-\$800

Evaluation criteria

*Simple: documentation of events like a courtesy call; a handshake; or simple portrait or group shots;*

*Medium: documentation of complex and lengthy events such as a conference or forum; an extended portrait session; or a simple project documentation (e.g., limited documentation of a project site); and*

*Difficult: complex projects documentation involving shooting over several days and in multiple locations.*

#### **IV. OTHERS**

For out-of-town or overseas assignments, DSA (food and tourist class hotel/based on ADB prevailing rates per country), air fare (Business Class for flights which is more than 4 hours) and local land transportation, as required, are paid by ADB.

A half day rate can be charged for travel days.

Printing of photographs if required from the contractor will be paid by ADB based on the actual cost of printing and other related expense such as cost of transport, courier and digital post-processing.

## Annex A: Metadata and Caption Guidelines

### Caption

Embedded captions are mandatory for all shortlisted photographs that will be submitted to DOC. Photographers can use the *File Info* feature of Adobe Bridge and Adobe PhotoShop or via the metadata panel (under IPTC) of Adobe Lightroom. Any other photo gallery software which conforms to IPTC 1.0 or later can be used such as Photo Mechanic, Picassa, etc.

All captions should be accurate and must contain the basic information (such as names, dates, and location) regarding a photograph. The standardized format for captions is described below:

1. The first sentence should describe the photograph in its present tense and should include who, where and when the photograph was taken.
2. The second sentence should give context to the photograph or should describe why the photograph is important.
3. The caption should be limited to only two sentences but must include all the basic information about the photograph.



Ex. Ms. Sri Wahyuni, an engineer working at the Lahendong Geothermal Power Plant, records the status of a transformer, Saturday, January 31, 2009. The Lahendong Geothermal Plant is an ADB-supported project that provides clean energy to more than 60,000 homes in Manado, Indonesia. (ADB Photo, Ariel Javellana).

### Metadata

DOC requires the following metadata fields below.

#### Content Details:

**Caption:** Caption of Photo

**Description/Caption Writer:** Name of caption writer

#### Image Details:

**Date Created:** Date when the photograph was taken (ex. 2009-1-31)

**Location:** Location where the photograph was taken (ex. Lahendong Geothermal Plant)

**City:** City where the photograph was taken (ex. Lahaendong)

**State/Province:** State/Province where the photograph was taken (ex. Manado)

**Country:** Country where the photograph was taken (ex. Indonesia)

**ISO Country Code:** three letter ISO country code (ex. Indonesia IDN)

**GPS:** GPS coordinates where photo was taken (ex. 11°34'19" N 104°54'25" E )

**Altitude:** Altitude where photo was taken (ex. 11.0m )

**Contact Details:**

**Creator:** Photographer's name

**Job Title:** Photographer's title

**Address:** Photographer's address

**City:** Photographer's city

**State/Province:** Photographer's state/province

**Postal Code:** Photographer's postal code

**Country:** Photographer's country

**Phone:** Photographer's phone number

**E-mail:** Photographer's e-mail address

**Website:** Photographer's website URL

**Copyright Details:**

**Copyright Status:** Copyrighted

**Copyright:** Name of Photographer/ADB 2012. All Rights Reserved.

Vendor's Response Form	
Vendor's Details:	
<b>Vendor's name:</b>	
Nationality (for individuals) / Country of Constitution (for companies):	
Legal Address:	
For companies: Name and position of authorized signatory for the Retainer Contract	
Mobile and/or telephone number/s	
E-mail address	
Vendor's Response:	
<b>Number of years providing photography services:</b>	
<b>Do you have experience working for an international organization?</b> (Indicate <i>yes</i> or <i>no</i> , and corresponding supporting brief anecdote)	
<b>Do you have experience documenting high level dignitaries and events for international organizations?</b> (Indicate <i>yes</i> or <i>no</i> , and corresponding supporting brief anecdote)	
<b>Is your nationality or are you based in any of the following countries:</b>  <b>Mongolia, PRC, Thailand, Myanmar, India, Bhutan, Kazakhstan, and other Pacific Countries (Cook Islands, FSM, Kiribati, Marshall Islands, Nauru, Niue, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu)</b> (Indicate <i>yes</i> or <i>no</i> , and corresponding details of current address / residency, with documentation)	
<b>IMPORTANT NOTE:</b> A portfolio of work (links to online materials ONLY) must be submitted along with this response form	(Please provide links here)
<b>Kindly indicate contact details of at three (3) professional references</b> <i>Name, Contact Number, E-mail Address, Relation (e.g. former colleague)</i>	
<b>Reference 1:</b>	
<b>Reference 2:</b>	
<b>Reference 3:</b>	



**EVALUATION CRITERIA**

<b>Eligibility Requirements</b>
With at least three (3) years of experience providing professional photography
With experience working for an international organization, including documenting high-level dignitaries and/or events
Currently based in any of the following countries: Mongolia, People's Republic of China, Thailand, Myanmar, India, Bhutan, Kazakhstan, and other Pacific Countries (Cook Islands, Federated States of Micronesia, Kiribati, Marshall Islands, Nauru, Niue, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu)

<b>Criteria and Weightage</b>	<b>Description</b>
A. Creativity (55%)	Creativity would be evaluated based on the submission of the work portfolio (including published work) that provide direct evidence of the photographer's quality of work and technical skills such as complexity of projects, composition, lighting, and coloring skills.
B. Photography Experience (35%)	Years of experience and corresponding previous experience with media and other multilateral and/or international development organizations
C. Familiarity with Development Issues (10%)	Experience in taking photos for international development organizations and/or documenting development issues

**IMPORTANT:** Minimum passing score is **75%**

**RETAINER CONTRACT**

**PHOTOGRAPHY SERVICES**

**Contract No. ADB/CSD-2024/XXX**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between:

**ASIAN DEVELOPMENT BANK**, a public international finance institution organized and existing under an intergovernmental agreement known as the "Agreement Establishing the Asian Development Bank" (hereinafter called the "Charter") with offices at No. 6 ADB Avenue, Mandaluyong City, Metro Manila, Philippines, represented herein by its Senior Procurement and Contracts Specialist, Procurement and Contracts Administration, Corporate Services Department, **NADIA ABBAS** hereinafter referred to as "ADB";

-and-

**(CONTRACTOR REPRESENTATIVE)**, with address at (Contractor Address), hereinafter referred to as "CONTRACTOR".

WHEREAS, ADB desires to engage a CONTRACTOR for provision of photography services on a "per need basis" (hereinafter referred to as "Services"), and ADB has accepted the offer made by the CONTRACTOR for the provision of such Services.

WHEREAS, the CONTRACTOR hereby represents that he/she is qualified and willing to offer such Services to ADB, and warrants that he/she has the license, permit, power and authority to enter into this Contract and to fully perform all obligations hereunder;

NOW THEREFORE, ADB and the CONTRACTOR agree as follows:

**ARTICLE I - CONTRACT DOCUMENTS**

**Section 1.** The Contract Documents consist of this Retainer Contract and the following:

- (a) Terms of Reference – **Appendix 1**;
- (b) Schedule of Fees – **Appendix 2**;
- (c) Standards of Conduct – **Appendix 3**;
- (d) Safety and Security Procedures – **Appendix 4**

**Section 2.** In case of discrepancy, the provisions of this Contract shall prevail over its Appendices.

**ARTICLE II - SERVICES**

**Section 1.** The CONTRACTOR shall perform the Services described in the Terms of Reference

**Section 2.** It is agreed and understood that ADB does not guarantee the volume of business to be given to the CONTRACTOR.

**Section 3.** During the effectivity of this Contract, ADB, through the Principal Director, Department of Communications and Knowledge Management (DOCK), or his/her designated representative, shall communicate in writing to the CONTRACTOR details of the specific jobs to be undertaken by the latter. After being advised of such details, the CONTRACTOR shall reply to ADB within three (3) working days on whether he/she is willing and available to undertake the aforesaid specific job. Should the CONTRACTOR fail to reply within the said period, the job will be offered to another CONTRACTOR.

### **ARTICLE III - CONTRACT PERIOD**

This Contract shall, unless terminated sooner pursuant to Article XVII, remain valid for three (3) years from \_\_\_\_\_ 2022 to \_\_\_\_\_ 2025. Notwithstanding the foregoing, ADB shall have the option to renew this Contract for another period of one year, or for such other period it deems appropriate, by giving the CONTRACTOR a written notice at least thirty (30) calendar days before the expiration of the term of the Contract.

### **ARTICLE IV – CONTRACT FEES AND MANNER OF PAYMENT**

**Section 1.** ADB shall pay to the CONTRACTOR such fees in accordance with the Schedule of Fees issued by ADB and which is attached as **Appendix 2** to this Contract and made an integral part hereof. The contract fees shall cover all actual and contingent costs of the CONTRACTOR in the performance of the Services. During the effectivity of this Contract, CONTRACTOR shall not modify the contract fees as herein provided nor claim additional compensation from ADB as a result of any change in foreign exchange rate, increase in CONTRACTOR's actual or contingent costs, or for such other similar causes.

**Section 2.** ADB shall make payment to the CONTRACTOR on a per project basis. The CONTRACTOR shall submit whatever may be reasonably required by ADB to support its statement of account.

**Section 3.** Payment of the contract fees shall be remitted by ADB through electronic transfer to the CONTRACTOR's bank account.

### **ARTICLE V - TAX EXEMPTION and SPECIAL CHARACTER OF ADB**

**Section 1.** In respect of any form of taxes or duties which are or may be levied in connection with or arising out of this Contract, ADB is exempt in all respects from all taxation and custom duties under Chapter VIII of its Charter and Section 34 of the Agreement Between the Asian Development Bank and the Government of the Republic of the Philippines Regarding the Headquarters of the Asian Development Bank (hereinafter called the "Headquarters Agreement"). In the event, therefore, that any tax or duty is levied or attempted to be levied in connection with this Contract, except taxes based on net income for which the CONTRACTOR shall be solely responsible, the CONTRACTOR and ADB shall consult with each other concerning arrangements to carry out this Contract.

**Section 2.** The CONTRACTOR's 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 CONTRACTOR is advised to study these

documents, copies of which are available from ADB's website, [www.adb.org](http://www.adb.org).

## **ARTICLE VI – AUTHORIZED OFFICERS**

**Section 1.** Communications regarding the implementation, monitoring and technical issues under this Contract shall be submitted in writing by the CONTRACTOR to the Director of DOC, or his/her designated representative, for approval or through him/her to the appropriate level of authorities of ADB for approval.

**Section 2.** Communications in the nature of proposing amendments or modifications to this Contract, including proposed changes in the scope of Terms of Reference, shall be submitted in writing by the CONTRACTOR to the Unit Head, Procurement and Contracts Administration of ADB for approval.

**Section 3.** Any obligation imposed on the CONTRACTOR under this Contract to report any matter will be considered to have been completely discharged if the matter is reported in writing in accordance with the foregoing.

**Section 4.** In the event that the CONTRACTOR fails to comply with the Terms of Reference, ADB may claim for costs, damages, or expenses that it may have incurred consequent thereon and incidental thereto and the CONTRACTOR shall pay such costs, damages or expenses.

## **ARTICLE VII – RELATIONSHIP OF PARTIES**

Nothing contained in this Contract shall be construed as establishing the relationship of an employer and employee, or any other relationship other than that of independent contractor, between ADB and the CONTRACTOR.

## **ARTICLE VIII – CONTRACTOR'S UNDERTAKINGS**

**Section 1.** The CONTRACTOR shall not assign or sublet the Contract or any part of it to any third party without ADB's prior written consent for an approved subcontract. Should ADB consent to the subcontracting by the CONTRACTOR to a third party, the provisions of the Contract shall apply to such third party as if he/she were the CONTRACTOR and the CONTRACTOR shall be liable for the work of the third party.

**Section 2** All vested, contingent, and future rights of copyright and all rights in the nature of copyright on articles, photographs, graphic, video content, and other materials produced under this Contract shall belong and remain with ADB. The CONTRACTOR shall not disclose, publish or authorize the publication of any material produced under this Contract without ADB's prior expressed written consent.

**Section 3.** The CONTRACTOR shall ensure that in his/her performance of Services, all goods and services (including without limitation all computer hardware, software, and systems) used by the CONTRACTOR in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The CONTRACTOR shall indemnify ADB from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against ADB for actions related to the performance of Services.

**Section 4.** The CONTRACTOR warrants and represents that all materials produced as part of the Services will be original, will not infringe any copyright, intellectual property right of third parties, invade any right of privacy or contain any libelous material. The CONTRACTOR shall hold ADB harmless from any claim, suit, damage, loss or expense arising out of any breach of the foregoing warranties and representations. The CONTRACTOR shall notify ADB immediately of any written claim or notice of infringement of third party rights received in connection with the Services and take immediately any steps within their competence to prevent or end a dispute.

**Section 5.** In the event that the CONTRACTOR is required or has to undertake specific activities related to this Contract within ADB premises, he/she shall comply with applicable ADB policies, including but not limited to policies on "Standards of Conduct" (**Appendix 3**) and "Safety and Security Procedures" (**Appendix 4**), copies of which are attached hereto.

## **ARTICLE IX - TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES**

All tools, equipment, materials, and supplies, including but not limited to computing tools, laptop or notebook, which are necessary to perform the Services in accordance with the terms of this Contract shall be provided by the CONTRACTOR at no cost to ADB. Tools and equipment brought by the CONTRACTOR into ADB's premises shall be checked by ADB Security Guard prior to allowing entry and should be appropriately covered by gate passes to be issued by ADB's authorized representative when the tools and equipment are taken out of ADB Premises.

## **ARTICLE X – SETTLEMENT OF DISPUTES**

**Section 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 30 days of either Party's notice of the dispute to the other. During this period, DOC, in consultation with Contracts Administration Unit, and the CONTRACTOR's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalation to the Unit Head, Procurement and Contracts Administration, and Director General, Corporate Services Department and their respective counterpart/s.

**Section 2.** After the initial 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/her appointment.

**Section 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, by one arbitrator appointed thereunder. 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.

**Section 4.** Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under this Contract or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

## **ARTICLE XI - FORCE MAJEURE**

Neither party shall be liable to the other party for any delay in the performance of its obligations under this Contract due to any cause beyond the parties' reasonable control such as, but not limited to, general strikes, lockouts, acts of war, civil commotions, riots, fire, lightning, earthquakes or unavailability of workmen due to acts of government, provided that such delay is not due to either party's failure to take adequate precautions.

## **ARTICLE XII – DISABILITY OR INCOMPETENCE OF THE CONTRACTOR**

ADB's engagement of the CONTRACTOR is conditional upon his/her confirmation to ADB that he/she is healthy and without physical or mental disability that may interfere with performing the Services. The CONTRACTOR shall, if called upon to do so, give ADB any medical or other evidence as ADB may reasonably require. If at any time in ADB's opinion, whether for reasons of health or otherwise, the CONTRACTOR is unable to perform or to complete the Services adequately, ADB may terminate this Contract under Article XVII.

## **ARTICLE XIII – AMENDMENTS, SEVERABILITY, NOTICE**

**Section 1.** Any amendment, alteration or modification of this Contract shall not be valid and binding unless and until reduced into writing and signed by the party sought to be bound thereby.

**Section 2.** If any provision of this Contract or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Contract shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing such legally invalid provision with a provision that in effect will most nearly and fairly approach the effect of the invalid provision.

**Section 3.** Any notice, demand, request or other communication under this Contract shall be in writing and shall be deemed to have been duly given or made (a) if made by hand delivery, when delivered, (b) if sent by mail, seven (7) days after being deposited in mails, postage prepaid, (c) if sent by facsimile to a facsimile receiver at the proper number of a party hereto as specified below, when receipt is acknowledged; or (d) if sent by e-mail to an e-mail address specified below, when receipt is acknowledged, addressed as follows:

**Asian Development Bank**  
6 ADB Avenue, Mandaluyong City  
1550 Metro Manila

**Attention:** Principal Director, Department of Communications and  
Knowledge Management  
(For Contract Implementation and Technical Issues)

**Attention:** Advisor, Corporate Services Department and Unit Head,  
Procurement and Contracts Administration  
e-mail: [iprocurement@adb.org](mailto:iprocurement@adb.org)  
(For Contract Issues)

**Contractor:** (Name of Contractor)  
(Address)  
(Contact Details)

#### **ARTICLE XIV – CONFIDENTIALITY**

Except with prior consent of ADB, the CONTRACTOR shall not at any time communicate to any person or entity any information disclosed to the CONTRACTOR for the purposes of the Services or discovered in the course of the Services, nor shall the CONTRACTOR make public any information known as a result of the Services.

#### **ARTICLE XV – ADVERTISEMENT**

The CONTRACTOR shall not use ADB's name in publicity releases or advertising during and after the term of this Contract without ADB's prior written permission.

#### **ARTICLE XVI – ADB's ANTICORRUPTION POLICY**

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](http://www.adb.org). Any violation of the Anti-Corruption 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.

#### **ARTICLE XVII – SUSPENSION OR TERMINATION**

##### **A. Suspension or Termination for Unlawful Acts**

**Section 1.** ADB may terminate the 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 and/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 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 trade;
- (e) Any other act analogous to the foregoing.

**Section 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 breach of the Standards of Conduct.

**B. Termination in General**

**Section 1.** Unless extended as per Article III hereof or earlier terminated under the provisions of this clause, this Contract shall automatically terminate on 30 April 2023 by close of business.

**Section 2.** Either party may terminate this Contract by giving 30 calendar days' written notice.

**Section 3.** ADB may, at any time, terminate this Contract forthwith if, in the reasonable opinion of ADB, the CONTRACTOR is in breach of any of the provisions of this Contract and fails to comply with any instructions by ADB to remedy the breach, in case such breach is deemed by ADB to be remediable, within 7 calendar days after having received it.

**Section 4.** ADB shall not pay any severance fee, indemnity, or any other compensation to the CONTRACTOR if the Contract is terminated by ADB pursuant to the provisions of this Article. The contract fees to be owed and paid by ADB to the CONTRACTOR will be calculated *pro rata* based on actual work done before the termination of this Contract.

**Section 5.** The termination of this Contract shall not affect the remedies of either party against the other for any previous breach of this Contract.

IN WITNESS WHEREOF the parties hereto have affixed their signatures on the day and year first above-written.

**ASIAN DEVELOPMENT BANK**  
By:

**CONTRACTOR**  
By:

\_\_\_\_\_  
**NADIA ABBAS**  
Principal Procurement and Contracts Specialist,  
Procurement and Contracts Administration Unit  
Corporate Services Department

\_\_\_\_\_  
**(CONTRACTOR REPRESENTATIVE)**  
(POSITION)



## **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 open-mindedness, 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.

**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 Team (CSRS-SE) of the Corporate Service 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 CSRS-SE'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**

16. 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**

17. 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

18. 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.

19. 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**

20. 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**

21. 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**

22. 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 the 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**

23. 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).

24. 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**

25. 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.

26. 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.