

To: Attention: Fax: Email:	Date: 23 January 2018
From: Olivier J. Leonard Senior Procurement and Contracts Specialist Procurement and Contracts Administration E-mail: <a href="mailto:iprocurment@adb.org">iprocurment@adb.org</a>	Ref: RAE:PHCO (Social Media Contractor)

## REQUEST FOR PROPOSAL

### SOCIAL MEDIA CONTENT DEVELOPMENT SERVICES

1. The Asian Development Bank (ADB), a multilateral development finance institution headquartered in Manila, Philippines, invites you to submit a proposal for the subject services, as described in the attached Terms of Reference (**Appendix 1**).
2. Your proposal should reach ADB by e-mail not later than **4:00pm on 29 January 2018** to the attention of Olivier Leonard, Senior Procurement and Contracts Specialist, Procurement and Contracts Administration at e-mail address indicated above with copy to [ralberto@adb.org](mailto:ralberto@adb.org). Please include the following:
  - 2.1 Best price (exclusive of all applicable taxes)
  - 2.2 Breakdown of costs
  - 2.3 Curriculum Vitae
  - 2.4 An indication that the quote will be valid up to 9 February 2018
3. The Contractor is required to enter and execute a Work Order (**Appendix 2**) and Confidentiality Undertaking (**Appendix 3**).
4. ADB is exempt in all respect from all taxation and customs duties under Chapter VIII of its Charter and Section 34 of the Agreement Between ADB and the Government of the Republic of the Philippines Regarding the Headquarters of ADB ("Headquarters Agreement"). Your **proposal must be exclusive of Contractor's Tax, Value-Added Tax (VAT) and Expanded Value-Added Tax (EVAT)**.
5. For any questions regarding this request, please contact Mr. Ray Alberto at telephone no. 683-1595 or e-mail address [ralberto@adb.org](mailto:ralberto@adb.org).

## TERMS OF REFERENCE

### Objective and Purpose of the Assignment

The primary objective of the contractor is to support ADB in its development of content for the Philippine Country Office's (PhCO) social media accounts. These social media channels may include, but are not limited to, Twitter and Facebook. PhCO aims to develop capacity to build its social media accounts into independent brand ambassadors, united by a common social media strategy, and the contractor will play a key role in content generation and promotion of the accounts.

### Scope of Work

To leverage the reach and power of social media and help showcase ADB's knowledge, the contractor will assist PhCO's Senior External Relations Officer in devising and posting social media content on PhCO's social media channels.

The contractor will show a thorough knowledge of the trends and issues affecting social media, monitoring the latest developments, analyzing the issues and feeding content into the social media accounts. Based on this, the contractor will develop and implement a content and marketing plan for PhCO's social media outlets.

Experience in producing attractive social media-ready graphics would also be an advantage.

### Detailed Tasks and/or Expected Output

Under the supervision of PhCO's Senior External Relations Officer and international staff/s in the Department of External Relations (DER), the contractor will:

- In collaboration with the external relations staff write social media content for the Philippine country programs, ongoing and future projects, events, and knowledge products; and create tweets, Facebook and text, photo, video or graphic posts to populate the channels.
- In consultation with the social media team, devise a marketing campaign for the social media channels to boost followings and engagement.
- Coordinate with DER to set targets and help monitor progress of social media channels, by providing monthly reports to PhCO and DER.
- Monitor trends in social media, analyze the issues, and adjust social media materials accordingly.
- Monitor news and media outlets and re-tweet/repost news items relevant to the Philippine country programs and projects
- Provide live coverage on social media of key events such as live tweets and Facebook Live or Periscope, and others, when needed.
- Show thorough knowledge social media developments and analyze these to articulate approaches that the RMs should adopt.

### Minimum Qualification Requirements

The successful candidate should have:

- Relevant work experience in communications, public relations, advertising, journalism, or related fields.

- Writing and editing skills and sense of news values.
- Knowledge of social media and their tracking tools.
- Experience of marketing social media sites with demonstrable results.
- Broad communications knowledge and skills in working with social media tools and Apps.
- Demonstrable high levels of collaborative skills and strong team spirit working across different functional areas and cultures.
- Experience of graphical software is preferable.

**Length of Assignment**

- 70 working days (Full-time from February 1 to May 2018)

**ASIAN DEVELOPMENT BANK**  
6 ADB Avenue, Mandaluyong, Metro Manila, Philippines

**WORK ORDER NO. ADB/OAS-2018/W-XXX**

Date: \_\_\_\_\_ 2018

Total of \_\_ pages including attachment

**Issued to (Contractor):**

**Address:**

**Reference:**

**Commencement Date:**

**Completion Date:**

**Budget:**

**Specifications (Work/Service to be Supplied):**

Provision of Social Media Content Development Services as detailed in the attached Terms of Reference (**Appendix 1**) and Contractor's Reference Proposal (**Appendix 2**). In case of discrepancy, the provision of this Work Order shall prevail over its Appendices.

**Price and Payment:**

- a) Total Contract Price:  
**Philippine Pesos (Amount in Words) only (PAmount in Figures)**
- b) The Contract Price shall be deemed fixed and shall constitute the full compensation to the Contractor for the work/service as specified above and shall include, unless otherwise specified, all costs, labor, materials, spare parts, equipment, transportation, supervision and other charges of any kind incurred by the Contractor. Payment of Contract price shall be \_\_\_\_\_.
- c) ***ADB is exempt from all taxes including Value Added Tax.  
The above Contract Price is net exclusive of Value Added Tax.***

**Terms and Conditions:**

The Contractor is hereby requested to execute the Work under the terms and conditions set out above and in the attached pages.

CONFORME:

**CONTRACTOR**

**ASIAN DEVELOPMENT BANK**

**NAME**

**OLIVIER LEONARD**  
Senior Procurement and Contracts Specialist  
Procurement and Contracts Administration Unit  
Office of Administrative Services

## TERMS AND CONDITIONS

### 1. **General**

This Work Order, including these general terms and conditions, and any special conditions, specifications, and other documents attached hereto, constitute the entire agreement between the parties.

### 2. **Definitions**

"ADB" means Asian Development Bank.

"The Contractor" means the bidder who has been accepted by ADB, and includes the Contractor's legal personnel representatives, successors and assignees.

"The Contract Price" means the unit prices or lump sums or other sums named in the Work Order subject to such addition thereto or deduction therefrom as may be made under the provisions contained in the Work Order.

"Works/Services" means the provision of equipment, supplies, labor, supervision, transportation installation, operation, maintenance, and dismantling of the facilities necessary and/or convenient to the successful completion of the Works/Services described in the applicable provisions of the Work Order and covering offer of the Contractor as accepted by ADB.

"Work Order" means those several documents listed in the Work Order and constituting the minimum requirements for the execution of the Services by the Contractor.

### 3. **Acknowledgement and Acceptance of Work Order**

The Contractor by signing the Work Order and returning it to ADB, signifies acceptance of the Work Order and of the terms and conditions governing the Work Order.

### 4. **Changes**

ADB may make any change in the specifications including additions to or deletions from, the quantities of the Works/Services originally contracted. If any such change affects the Contract Price or time of performance hereunder, an equitable adjustment shall be made by ADB to the amount or to the time of performance by written variation order.

### 5. **Termination**

ADB may at any time, at its option, terminate this Work Order, in whole or in part, by giving written notice thereof to the Contractor on the address stated on the face hereof. In the event of such termination, the amount due under the Work Order shall be subject to equitable adjustment.

If the Contractor becomes insolvent, bankrupt or gives ADB reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Work Order, ADB may terminate this Work Order in whole or in part.

### 6. **Assignment**

Any assignment of this Work Order or of any rights hereunder, in whole or in part without the prior written consent of ADB shall be void.

### 7. **Language**

All communications and documents relating to the Work Order shall be in English.

### 8. **Legal Status of ADB**

ADB is an international organization established by an agreement known as the Agreement Establishing the Asian Development Bank (hereinafter the "Charter") with status, immunities, exemptions and privileges provided under the 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 (hereinafter the "Headquarters Agreement"). In particular, ADB, its assets, property, income, and its operations and transactions, are exempt from all taxation, and ADB is exempt from any obligation to pay, withhold or collect any tax or duty. Nothing contained in this Work Order shall be deemed to be a waiver, express or implied, of any immunity, privilege or exemption enjoyed by ADB pursuant to the Charter and the Headquarters Agreement.

## 9. **Liability and Indemnification**

The Contractor shall be liable for and shall hold ADB harmless and indemnify it against all claims upon ADB, and the costs thereof, arising out of (i) any injury to or death of third parties or (ii) any damage to property of ADB which have resulted directly or indirectly from negligence or any willful act or omission of the Contractor or any person under the employment, supervision or control of the Contractor, or otherwise engaged by the Contractor to perform the Services.

The Contractor shall be liable for, and shall hold ADB harmless and indemnify it against all claims upon ADB, and the costs thereof, arising out of (i) any injury to or death of the Contractor's personnel or (ii) any damage to the property, equipment or materials of the Contractor.

Except for reasons specified in Section 13 (Force Majeure) below, if the Contractor fails to deliver any or all the work/service within the time period specified in the Contract, ADB may, without prejudice to any other remedy it may have under the Contract, deduct from the Contract value, as liquidated damages, a sum equivalent to one-half percent (0.5%) of the Contract value for each day of delay in delivery subject to a maximum amount of ten percent (10%) of the Contract value.

## 10. **Independent Contractor**

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between ADB and the Contractor or his employees or agents or other persons engaged by the Contractor to perform any of the services.

## 11. **Standards and Rules**

The Contractor agrees to perform the Services in accordance with the safety standards of ADB and to comply strictly with all the work and safety rules and regulations of ADB.

All the Contractor's and its subcontractor's personnel shall be stationed strictly within the confines of the location(s)/area(s) where they are authorized and/or assigned on the days and times they are expected to perform their duties. Such personnel are required to leave ADB's premises within reasonable time after the official working hours or scheduled shift, unless otherwise specifically required to perform overtime work. Except as otherwise authorized by ADB in writing, no Contractor's or its subcontractor's personnel shall be allowed to make use of ADB's recreational, sports or other facilities nor be allowed to host functions at ADB's dining and functions rooms facilities such as Executive Dining Room (EDR), Private Dining Room (PDR), Auditorium, Expansion Room, Briefing Room, etc.

Notwithstanding the prohibition in the preceding paragraph, Contractor's and its subcontractor's personnel may make use of ADB's cafeteria for their normal lunch while they are on duty.

Contractor shall not pay any commissions, fees, or grant any rebates to any ADB staff or their dependents, nor favor ADB staff or their dependents with gifts or favors' or enter into any business arrangements with employees of ADB (other than as representatives of ADB) except with the prior written approval of ADB.

## 12. **Settlement of Disputes**

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. The User Unit, in consultation with OAPC/CAU, and the CONTRACTOR's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalation to the Director, OAS and Principal Director, OAS and their respective counterpart/s.

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

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

## 13. **Force Majeure**

The Contractor shall not be liable to ADB for delays due to acts of war, civil commotions, fire and operation of the forces of nature, provided such damage or delay is not due to the Contractor's failure to take adequate precautions.

14. **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.

15. **Confidentiality Undertaking**

The Contractor shall execute the attached Confidentiality Undertaking (see **Appendix 3**).

## CONFIDENTIALITY UNDERTAKING

Asian Development Bank (“ADB”), a multilateral finance institution established under the Agreement Establishing the Asian Development Bank (the “Charter”) with its office at 6 ADB Avenue, Mandaluyong City, 1550 Metro Manila, Philippines, is willing to make available to **(CONTRACTOR)**, with its principal office at **(contractor address)** (the “Company”) subject to the terms of this Confidentiality Undertaking (the “Undertaking”), certain Confidential Information for the purpose, which purpose is itself confidential, **(Work/Service to be Supplied)** (the “Transaction”). The term “Confidential Information” means information, data, materials, tapes, documents whether soft or hardcopies, software, computer files (including audio files) or programs disclosed, provided, communicated or submitted, orally, in writing, or by any other media, by ADB to the Company for the purpose of the Transaction.

### 1. Confidentiality

- (a) The Company acknowledges that the Confidential Information is secret and confidential to ADB.
- (b) The Company may only provide or communicate Confidential Information to officers or employees of the Company who:
  - (1) are made aware of the terms upon which the Confidential Information has been disclosed to the Company; and
  - (2) agree in writing to treat the Confidential Information as secret and confidential to ADB.
- (c) This Undertaking will not apply to any information or material:
  - (1) which is received by the Company from a third party who is under no obligation of confidentiality to ADB and who did not receive such information or material from a person who is under an obligation of confidentiality to ADB; or
  - (2) which is in the public domain without any breach of this Undertaking.

### 2. Permitted Use of Confidential Information

- (a) The Company will not use the Confidential Information other than in accordance with the terms of this Undertaking.
- (b) The Company may use the Confidential Information only for the purpose of the Transaction.

### 3. Return and destruction of material

- (a) Upon termination of the Transaction, the Company will immediately return to ADB all the Confidential Information previously furnished and will destroy all copies of the Confidential Information, or extracts of the Confidential Information, in the possession of the Company or its employees.
- (b) Upon receipt of a written request from the ADB, the Company will immediately return to ADB all the Confidential Information previously furnished and will destroy all copies of the Confidential Information, or extracts of the Confidential Information, in the possession of the Company or its employees.

### 4. Other undertakings of the Company

The Company will:

- (a) keep the Confidential Information secure and protect the Confidential Information from unauthorized use, disclosure and access and from damage or destruction;
- (b) clearly marked all Confidential Information as being such and not to be disclosed;

- (c) not apply for, nor directly or indirectly assist any other person to apply for, any patent, design or other industrial or intellectual property or proprietary right in respect of any invention, process or design that is based on or utilizes the Confidential Information;
- (d) not contest or oppose, or attempt to invalidate, any application for or any industrial or intellectual property or proprietary right for the ADB that is based on or utilizes the Confidential Information; and
- (e) not, without the prior written consent of the ADB, reproduce or permit the reproduction in any form of any part of any material which contains, is based on or utilizes the Confidential Information other than for the purpose of the Transaction.

**5. Governing Law**

This Undertaking is governed by and is to be construed according to the laws of the Philippines.

**6. Immunities and Privileges of ADB**

Nothing in this Undertaking shall operate as or be construed to constitute a diminution or any other modification of any privilege or immunity of the ADB under Chapter VIII of the Charter or under applicable law. In particular, the Company acknowledges that in accordance with the Charter, ADB enjoys immunity from every form of legal process.

This Undertaking shall terminate one year after the return to ADB of all Confidential Information.

For and on behalf of  
**CONTRACTOR**

**Name of Representative**  
Position