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## Request for Proposal

## for Communications development consultants to the LLF

for Islamic Development Bank

**January 2024**

Table of Contents

[Request for Proposal 0](#_Toc149151859)

[Letter of Invitation 2](#_Toc149151860)

[SECTION 1 DEFINITIONS 4](#_Toc149151861)

[SECTION 2. INSTRUCTIONS TO CONSULTANTS 7](#_Toc149151862)

[Section 3 Data Sheet 18](#_Toc149151863)

[SECTION 4 Eligibility REQUIREMENTS 20](#_Toc149151864)

[SECTION 5 EVALUATION Criteria 22](#_Toc149151865)

[Section 6. Standard Forms for Proposal Submission 24](#_Toc149151866)

[Section 7. Terms of Reference 40](#_Toc149151867)

[Section 8. General Conditions of Agreement 42](#_Toc149151868)

[SectioN 9. CONSULTANCY SERVICES AGREEMENT 42](#_Toc149151868)

# Letter of Invitation

15 January, 2024

The Lives and Livelihoods Fund (Lives and Livelihoods Fund) is a trust fund within the Islamic Development Bank (IsDB) that provides concessional financing to eligible member countries to support vulnerable populations through Health, Social Infrastructure, and Agriculture projects.

The IsDB, on behalf of the Lives and Livelihoods Fund, seeks to establish framework agreements with firms with expertise in the Communications sector across the fund’s key geographies and languages of focus. These consultants will be preferred partners who will be called upon to support project design and implementation as needed.

We invite all media, PR and social media agencies to apply.

The Terms of Reference (TOR) of the Services is detailed in Section 7.

Applicants **must** be registered in the IsDB’s Consultant Portal in order to be considered. The link to the portal is available here: <http://isdb.supplier.mn2.ariba.com/ad/selfRegistration/>

We strongly encourage eligible consulting firms to explore and consider the possibility of forming consortiums or partnerships with other qualified firms to jointly submit proposals. Consortium arrangements can enhance the breadth of expertise and resources available for the successful execution of projects across various sectors.

Applicants who wish to submit a proposal should complete the RFP and standard forms for proposal submission (Section 6) include their portfolio and submit them through email by 17:00 (Arabian Standard Time), on February 8, 2024 to the following authorized representative of the IsDB:

Tarek Wassal

Manager, Corporate Procurement Division

E-mail : [c6227dd0.isdb.org@emea.teams.ms](mailto:c6227dd0.isdb.org@emea.teams.ms)

Yours sincerely,

**Head of Lives and Livelihood Fund Management Unit**

# SECTION 1 - DEFINITIONS

**“IsDB”** means **“Islamic Development Bank”.**

**"IsDB** **Corporate Procurement Policy”** is IsDB’spolicy that setsout the general principles governing corporate procurement of IsDB.

**“Close relative”** is defined as son, daughter, stepson, stepdaughter, adopted son, adopted daughter, mother, father, brother, sister, niece, nephew, grandmother, grandfather, granddaughter, grandson, aunt, uncle, cousin, stepmother, stepfather, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.

**“Consultancy Inputs”** means the amount of the time in which the Consultant’s services are required to be performed during the term of the Contract. Unless otherwise provided in the Contract, Consultancy Inputs are measured in the unit of “Working Day”.

**“Consultant”**, for the purpose of this RFP, means “consulting firm”. A consulting firm may be private or public entity, or a non-government organization (NGO) or a Joint Venture of any of aforementioned, that has consultancy capacity and is invited to submit a proposal for the services and, if selected, shall provide the Services to IsDB

**“Contract”** means the contract signed by the IsDB and the Consultant and all the attached documents listed in the Contract.

**“Counterpart Facilities”** means the facilities specified in the Data Sheet that shall be provided by the IsDB to the Consultant free of cost, and may include office accommodation, transportation equipment and other services.

**“CQS”** means Consultant’s qualification Selection.

**“ETP”** stands for **“**Evaluated Total Price”.

**“EOI”** stands for “Expression of Interest”.

**“Data Sheet”** means the section of the RFP that contains specific data and information on the selection process and the services.

**“Day”** means calendar day, except where otherwise stated.

**"Field Work"** means the Consultant’s work at an assignment locationother than the city or province where the Consultant holds permanent residence or office.

**“FBS”** means “Fixed Budget Selection”.

**"Full-Time Employee"** is an individual who is currently employed under a Contract or agreement of employment with the Consultant or the Sub-Consultant; has been employed by the Consultant or the Sub-Consultant for the last 12 consecutive months preceding the date of submission of the Proposal; is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant or the Sub-Consultant; and is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year that are considered the norm for full-time employees in the country of employment or in the country in which the person is assigned.

**"Home Office"** means the Consultant’s work at the Consultant’s own office or residence.

**“HRMD”** stands for “**Human Resources Management Department”**.

**“Joint Venture”** means a Consultant which comprises two or more Partners, each of which shall be jointly and severally liable to IsDB, if selected, for all the Consultant’s obligations under the Contract.

**“Lead Partner”** is the Partner designated in the Power of Attorney to represent the Joint Venture or an association. Lead Partner is the Lead Firm in a Joint Venture.

**“LCS”** means “Least Cost Selection”.

**“Location of Assignment”** means the place where the consultant is required to stay for providing the services in accordance with the contract. Further definitions are provided in the definitions of “On-Site Assignment” and “Off-Site Assignment”.

**“LLF”** is the IsDB’s Lives and Livelihoods Fund.

**“MNCH”** refers to Maternal, Newborn and Child Health.

**“MDB”** stands for Multilateral Development Bank.

**“On-site assignment”** means an assignment that requires the consultant to work on the Bank’s premises (headquarters, Regional Offices, Country Gateway Offices).

**“Off-site assignment”** means an assignment thatrequires the consultant to work at a location other than IsDB’s premises.

**“Partner”** means any of the entities that make up the Joint Venture and Partners means all such entities.

**“Personnel”** means qualified individuals provided by the Consultant and assigned to perform the Services or any part thereof. In this RFP, the term "personnel" may be used interchangeably with the term "expert(s)" or “member(s) of the Consultant team”.

**“PHC”** means Primary Health Care.

**“Proposal”** means a technical proposal or a financial proposal, or both.

**“QBS”** means Quality-based Selection.

**“QCBS”** means Quality- and Cost-based Selection.

**“RFP”** means this Request for Proposal.

**“Requesting Department”** or **“RD”** means the department within IsDB that requests for the Services.

**“RHM”** refers toReproductive Health and Maternal Health.

**“Services”** means the work to be performed as described in the Terms of Reference and pursuant to the Contract.

**“SSS”** means “Single Source Selection”.

**“Sub-Consultant”** means any person or entity with whom the Consultant associates for the execution of any part of the Services and for whom the Consultant is fully responsible.

**“Terms of Reference”** or "TOR" means the Section 7 of the RFP, which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of ISDB and the Consultant, and expected results and deliverables of the Contract.

**“Working Day”** or **“WD”** means in the Terms of Reference (TOR) the day when the Consultant’s services are required or means in the Consultant’s invoices for payment the day the Consultant is required by the TOR to perform the services and the Consultant has done so.

# SECTION 2. INSTRUCTIONS TO FIRMS

|  |
| --- |
| 1. **Selection Method -** A firm will be selected under Quality-Based Selection (QBS) procedure under Simplified Technical Proposal (STP)] format as described in this RFP, in accordance with IsDB Corporate Procurement Policy and the TOR in Section 7. 2. **Client** – The IsDB is the Client of the Services. The Requesting Department, the authorized representative of the IsDB and the contact details are indicated in the Data Sheet. 3. **Contract -** The firms are invited to submit Proposals for the Services. The Proposal will be the basis for contract negotiations. The Form of Contract is in Section 8. |
| 1. **Reservation Clause -** Firms shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if selected. The IsDB is not bound to accept any proposal, and reserves the right to postpone or annul the selection process at any time prior to Contract award, without thereby incurring any liability to the firms. 2. **Counterpart Support -** Where specified in the Data Sheet and at no cost to the firm, the IsDB shall provide the Counterpart Facilities for contract implementation specified in the Data Sheet and make available relevant data and documents relevant to the Services. |
| 1. **Conflict of Interest –** IsDB 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 IsDB’s policies, rules and procedures, or applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under IsDB’s Group Integrity Policy. 2. **Conflicting Activities -** Without limitation on the generality of the foregoing, firms shall not be recruited under the circumstances set below: 3. Conflict between consulting activities and procurement of goods, works or services: firms that have been dengaged by IsDB to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely,firms hired to provide consulting services for the preparation of bidding documents shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm’s services for such preparation. 4. Conflict among consulting assignments: Firms shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm. As an example, firms hired to implement a project shall not be hired again to conduct post evaluation of the same project. 5. Relationship with IsDB staff: Firms that have a business or family relationship with the IsDB staff member(s) who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract, or (iii) supervision of such Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to IsDB throughout the recruitment process and the execution of the Contract. |
| 1. **Disclosure of Conflict of Interest -** Firms have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 1. **Anticorruption -** IsDB’s Corporate Procurement Policy requires that all IsDB staff as well as firms under IsDB Contracts, observe the highest standard of ethics during the selection process and in execution of such Contracts. IsDB:   (a) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;  (b) will sanction a party, including declaring ineligible, either indefinitely or for a stated period of time, such party from participation in IsDB financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IsDB financed contract; and  (d) will have the right to require consultants to permit IsDB or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the Contract and to have them audited by auditors appointed by IsDB. |
| 1. **Multiple Proposals -** Firms can submit multiple proposals if they possess expertise in multiple sectors as per our proposal requests. In each proposal, they must provide details specific to the sector areas, in accordance with the individual sectoral TORs. |
| 1. **Validity -** The time period during which the Firms’ Proposals must remain valid from the deadline for the submission of Proposals is indicated in the Data Sheet. During this period, firms shall maintain the availability of their personnel nominated in the Proposal. The IsDB will make its best effort to complete negotiations within this period. Should the need arise, the IsDB may request firms to extend the validity period of Proposals. Firms have the right to refuse to extend the validity of their Proposals. |
| 1. **Eligibility –** The firm and all personnel proposed in the firm’s Proposal must meet IsDB’s eligibility requirements in accordance with IsDB’s Corporate Procurement Policy. Details are in Section 4 Eligibility Requirements. Firms must seek clarifications following instructions in 15 if the firms have any question on eligibility. 2. **Registration in IsDB’s Database for Consultants (SAP ARIBA) –** Consulting Firm to participate in the bidding process for the Services through SAP ARIBA Registration, a consulting firm must first be a legally recognized entity. Additionally, if the firm is chosen for contract award and has not previously registered in SAP ARIBA, it must complete the registration process in SAP ARIBA. before engaging in contract negotiations if they have not previously registered in the platform. Please find the link for the registration: <http://isdb.supplier.mn2.ariba.com/ad/selfRegistration/> |
| 1. **Clarification of RFP-** Consultant firms may request a clarification of any contents of the RFP no later than seven days (7)before the deadline for the submission of Proposals. The request for clarification must be sent by email of fax to the the IsDB’s authorized representative whose contact details are in Data Sheet. The IsDB will respond by email and/or fax. The response (including an explanation of the query but without identifying the source of inquiry) will also be sent by email and fax to all firms except for cases where the query and answer involve company commercial information or personal information or information that is not appropriate for disclosure to a third party. Should the IsDB deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under 15. 2. **Amendment of RFP/Extension of Submission Deadline -** At any time before the deadline for the submission of Proposals, the IsDB may amend the RFP by issuing an addendum. The addendum will be sent to all shortlisted Consultants by e-mail and fax and will be binding on them. Firms shall acknowledge receipt of all amendments through by email and/or fax. If the amendment is substantial, the IsDB may extend the deadline for the submission of Proposals in order to give firms reasonable time for taking the amendment into account in their Proposals. In any event, the IsDB can extend the deadline for the submission of Proposals at its discretion. |
| 1. **Language -** The Proposal, as well as all related correspondences exchanged by the firms and the IsDB, shall be in English. |
| 1. **Compliance with RFP -** In preparing their respective Proposals, firms are expected to examine in detail the documents comprising the RFP. Firms whose proposals do not meet the requirements of the RFP may fail to meet the minimum qualifying score as indicated in the Evaluation Criteria in Section 5. 2. **Joint Venture** - For the purpose of submitting a proposal, a shortlisted Consultant may enhance its expertise for the assignment by forming a Joint Venture with non-shortlisted firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract. 3. In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal and (ii) a power of attorney (executed by all partners) that authorizes the designated Lead Partner of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to the Technical Proposal of such Consultant. 4. No shortlisted Consultant (including any Joint Venture partner) can associate with another shortlisted Consultant, and every Full-Time Employee of a shortlisted Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant shortlisted for the Assignment. 5. A shortlisted Consultant, in the case of a Joint Venture or an association (i.e., lead firm and sub-consultants), may add additional partners or associates/sub-consultants, subject to the restrictions in (ii) above, in its Proposal to broaden its range of expertise and experience. 6. The Joint Venture Agreement shall identify the Lead Partner. All Partners in a Joint Venture shall sign the Proposal unless the Lead Partner is nominated to do so in the power of attorney. 7. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the framework agreement with the selected Consultant. |
| 1. **Technical Proposal** 2. Firms are required to submit a Technical Proposal. The Technical Proposal shall provide the information required in the Technical Forms provided in Section 6. 3. Firms must submit one CV for each and every position of key personnel as indicated in the Technical Proposal Evaluation Summary Sheet in Section 5. Proposals which do not comply with this requirement may be rejected. 4. Should the firm wish to propose different number and combination of positions, it may do so by including a section named “Adjusted Team Composition” in its Proposal and attach the relevant CVs to this Section. Justifications must be provided if the adjusted team composition is proposed. The Client may consider this adjusted team composition after the firm is selected based on the evaluation of its Proposal that complies with the original requirement in 21. a). |
| 1. **No price in Technical Proposal -** The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non-responsive. Following the ranking of the Technical Proposals, as the selection is based on quality only (QBS), the qualified Consultants are invited to negotiate the framework agreement. 2. **Financial Proposals –** Firms are required to prepare the Financial Proposal using the Financial Forms provided in Section 6.All activities and items described in the Technical Proposal must be priced in the Financial Proposal. For non-remuneration (e.g. out-of-pocket) related omissions, any activities or items described in the Technical Proposal but not priced, shall be assumed to have been included in the prices of other activities or items provided for in the Financial Proposal. |
| 1. **Maximum budget –** Firms mustcheck Data Sheet whether there is an indication of maximum budget. If a maximum budget is indicated, firms must prepare financial proposal within the maximum budget. Proposals with a total price, inclusive of provisional sums and contingency when applicable, exceeding the maximum budget may be rejected. |
| 1. **Currencies –** Firms may express the price of their services in any fully convertible currency of an IsDB member country, singly or in combination. The same currency/currencies shall be used in the Contract for payment if the firm is awarded a Contract. |
| 1. **Exchange Rates –** For evaluation purposes, all currencies in the financial proposals will be converted into US Dollars using the exchange rates prevailing on the Proposal Submission Date. The source of the exchange rate data is indicated in the Data Sheet. |
| 1. **Submission of Proposals** 2. An authorized representative of the Consultant will sign the Technical Proposal Submission Letter and the Financial Proposal Submission Letter separately in the format provided in Section 6. The authorization shall be in the form of a written power of attorney accompanying each of the two separate Letters demonstrating that the representative has been duly authorized to sign. An authorized representative of the Consultants shall also initial all pages of the Financial Proposals. 3. The Technical Proposal file shall be submitted to the email address shared in the Datasheet. 4. The Financial Proposal file shall be submitted in electronic format in PDF encrypted or password protected. 5. Financial Proposal Key/Password will be shared only with the authorized Corporate Procurement Representative separately as mentioned in datasheet. 6. The two files containing the Technical and Financial Proposals separately shall be send through email to the email mentioned in Datasheet. 7. The Proposals must be sent to the IsDB’s authorized email address indicated in the Data Sheet and received by the IsDB at the specified email address no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with 16. Any proposal received by the IsDB after the deadline for submission shall be returned unopened. 8. The IsDB shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. |
| 1. **No Influence on Evaluation -** From the deadline for the submission of Proposals to the time the Contract is awarded, the firms should not contact the IsDB on any matter related to the Proposal. Any effort by firms to influence the IsDB in the evaluation and recommendation for award of Contract will result in the rejection of the Proposal. |
| 1. **Opening of Financial Proposals –** Financial Proposals shall be opened by the Consultant Selection Panel in the presence of a representative from IsDB. |
| 1. **Negotiations –** Unless otherwise indicated in the invitation to contract negotiations, the negotiations will be held at the date and address indicated in the Data Sheet or through correspondence. The invited firm will, as a pre-requisite for attendance at the negotiations, confirm by email or fax availability and SAP Ariba registration of all experts named in its Proposal. Failure in satisfying such requirements may result in the IsDB proceeding to initiate the negotiation process with the alternative firms Representatives conducting negotiations on behalf of the firm must have written authority to negotiate and conclude a Contract. |
| 1. **Technical Negotiations -** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, organization and Personnel, and any suggestions made by the Consultant to improve the TOR. The IsDB and the firm will finalize the TOR, Personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Scope of Services/TOR.” Special attention will be paid to clearly defining the Consultancy Inputs and facilities required from the IsDB to ensure satisfactory implementation of the assignment. |
| 1. **Financial Negotiations -** The financial negotiations will generally fine-tune the duration of the Consultancy Inputs, and the quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or otherwise agreed in the Financial Proposal. The details of an expert’s remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations unless there is a budget constraint. |
| 1. **Availability of Personnel -** Having selected the firm on the basis of, among other things, an evaluation of proposed Personnel, the IsDB expects to negotiate a Contract on the basis of the Personnel named in the Proposal. Before contract negotiations commence, the IsDB will require written assurances that the Personnel will be actually available. The IsDB will not consider substitutions prior to or during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. The IsDB may also request the replacement of any expert nominated by the invited firm who received a rating below 70% (average) or is deemed to be unsuitable for a proposed position. In the event that the IsDB requests a replacement, such replacement shall not have a unit rate exceeding the remuneration proposed for the original candidate by the firm in its Financial Proposal. Any proposed replacement shall have equivalent or better qualifications and experience than the original candidate and be submitted by the firm within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification. |
| 1. **Conclusion of the negotiations -** Negotiations will conclude with a review of the draft Contract. To complete negotiations, the IsDB and the firm will sign the agreed Contract. |
| 1. **Award of Inclusion in the Consulting Roster:** After completing negotiations, the IsDB will include the consulting firm in the consultant roster and notify the firm of their inclusion. Firms will be considered for service assignments on an as-needed basis, following the evaluation of specific service requests. Please note that inclusion in the roster does not guarantee the award of services at the time of signing the Consultant Service Framework Agreement (CSFA). |
| 1. **Debriefing –** Firms who were not awarded the Contract may request a debriefing from the IsDB within seven (7) days after receiving a regret letter from the IsDB, with respect to their respective Proposals. |
| 1. **Confidentiality -** Information relating to the evaluation of Proposals and recommendations concerning award shall not be disclosed to the firms who submitted the Proposals or to other persons not officially concerned with the process until the publication of award of contract, except for the information explicitly permitted in this ITB. |

Section 3 Data Sheet

Please note that this document is intended for internal reference only and should not be completed by applicants.

|  |  |  |
| --- | --- | --- |
| **Reference Clauses in Section 2** | **Subject** | **Specifics for this RFP** |
| 1 | Selection Method | QBS |
| 2 | Client | Islamic Development Bank Administrative Service Department |
| 3 | Client's Authorized Representative | [Name and position of the Authorized Representative] |
| 3 | Client's Authorized Representative Physical Address | [Physical postal address: Room number, floor, street No. street name, city, county, postal code] |
| 3 | Client's Authorized Representative telecommunication and electronic mail | [telephone number, fax number, email address] |
| 4 | Deadline for Submission | [DD/MM/YYYY/Standard time XXXX hours, \_\_\_\_\_\_] |
| 5 | Deadline for Inquiries | DD/MM/YYYY/Standard time XXXX hours, \_\_\_\_\_\_] |
| 11 | Validity | [Choose on: 30 days, 60 days or 90 days) |
| 24 | Currency of Payments | US Dollars |
| 33 | Expected Date of Contract Negotiations | [DD/MM/YYYY] |
| 38 | Expected Date and Location of Commencement of Services | [DD/MM/YYYY] |

# SECTION 4 Eligibility REQUIREMENTS

1. **General Eligibility Requirements**

1.1 The IsDB has no restrictions on the source of its corporate procurement provided such sources comply with the Boycott Regulations of the Organization of Islamic Conference, the League of Arab States and the African Union.

1.2 A consultant or consulting firm that is on any IsDB sanction or suspension list due to misconduct, administrative actions, integrity violations, poor performance or on any recognized terrorism list shall be ineligible for IsDB corporate procurement contract.

1. **Specific Eligibility Requirements for Consultant Firms**
   1. IsDB prefers to hire consultants and firms who are representative of Member Countries. When such preference is to be applied in selecting firms the invitation for expression of interest and/or the request for proposals shall define how such preference will be applied in the selection process.
   2. Consultant firms must be competent and qualified for the work they are hired to perform.
   3. Consultant firms must be medically fit for their assignments, including any travel.
   4. There shall be generally a six-month “cooling period” after an IsDB staff or a member of IsDB Board of Executive Directors has retired or resigned from IsDB before the person or firm can be hired as consultant by IsDB.
   5. Human Resources Management Department (HRMD) clears proposals to engage former Bank personnel for the first time as consultants to be contracted by the Bank.
   6. Former Bank personnel normally shall not be contracted by Bank as consultant for an assignment longer than six (6) months.
   7. Former Bank personnel whose employments with the Bank were terminated due to disciplinary actions shall be ineligible for being hired as consultant by the Bank.
   8. There are generally no restrictions on hiring spouse, close relatives of Bank personnel as consultant provided that the consultant is not hired for an assignment in the same department of, or supervised directly or indirectly, by the consultant’s spouse or close relative. Close relative is defined as close relatives as son, daughter, stepson, stepdaughter, adopted son, adopted daughter, mother, father, brother, sister, niece, nephew, grandmother, grandfather, granddaughter, grandson, aunt, uncle, cousin, stepmother, stepfather, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.
   9. Close relatives of consultants currently engaged by the Bank may not work as consultants if such engagement creates an actual or potential conflict of interest situation.
   10. Civil servants (public sector employees working for a government department or agency) may only be hired under consulting service contracts with the Bank, either as individuals or as team members of a consulting firm, if they are on leave of absence without pay, and are duly authorized to work under an IsDB consulting service contract and their employment would not create a conflict of interest. A letter from the candidate’s agency may be required to certify that these requirements are met. Once engaged by IsDB as consultant, such individuals shall serve in their own capacity and shall not represent any government organization or any entity external to IsDB.
   11. A consultant who is currently contracted by the Bank on a full-time assignment must not work as a consultant, resource person or service provider for another Bank financed contract, and for any other employer or project. A consultant who is currently engaged on an intermittent assignment for the Bank is allowed to work on another intermittent assignment, provided that the user-departments concerned are convinced that there would be no overlapping in working days and no conflict in time schedule and no conflict of interest between the assignments in question.

Please see TOR for detailed requirements.

# SECTION 5 EVALUATION Criteria

*[Instructions to Requesting Department staff: All numbers provided in the templates in this section are indicative and may be adjusted based on the specific requirements for each assignment in accordance with the TOR. For more details instructions, please consult RPC7.3]*

**1. Technical Evaluation Criteria**

1.1 **Technical Proposal Evaluation Summary Sheet** - Each consulting firm submitting proposal shall be evaluated based on the criteria specified in the table below. This is included for reference and not to be populated.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Evaluation Criteria | | Max. Weight | Firm 1 | | Firm 2 | | Etc. | |
| Rating | Score | Rating | Score | Rating | Score |
| **A. Firm’s Qualification** | | **30** |  |  |  |  |  |  |
| a. | Experience in similar Projects | 15 |  |  |  |  |  |  |
| b. | Experience in similar Geographic Areas | 15 |  |  |  |  |  |  |
| **B. Experience in the Sector** | | **40** |  |  |  |  |  |  |
| a. | Specific experience related to assignments mentioned in the TOR | 10 |  |  |  |  |  |  |
| b. | Experience with Multi-lateral/International/Development Aid Organisations | 10 |  |  |  |  |  |  |
| c  . | Experience working with IsDB (as a consultant) | 10 |  |  |  |  |  |  |
| d. | Exposure to relevant countries | 5 |  |  |  |  |  |  |
| d. | Proficiency in strategic languages | 5 |  |  |  |  |  |  |
| **C. Qualifications of Key Personnel** | | **30** |  |  |  |  |  |  |
| a. | Team Leadership \* | 10 |  |  |  |  |  |  |
| b. | Team Member 1 Nominated as Team Leader | 5 |  |  |  |  |  |  |
| c. | Team Member 2 | 5 |  |  |  |  |  |  |
| d. | Team Member 3 | 5 |  |  |  |  |  |  |
| e. | Team Member 4 | 5 |  |  |  |  |  |  |
| **Total** | | **100** |  |  |  |  |  |  |

1.2 Personnel **Evaluation Sheet** - Each member of key personnel proposed by each consulting firm shall be evaluated based on the criteria specified in the table below. This is included for reference and not to be populated.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Position/Area of Expertise | | Name | General Qualification | | Specific Experiences Relevant to TOR | | Experience in specific LLF regions | | Required Languages | | Total |
| 20% | | 60% | | 15% | | 5% | |
| Rating | Score | Rating | Score | Rating | Score | Rating | Score |
| a. | Team Leadership \* |  |  |  |  |  |  |  |  |  |  |
| b. | Team Member 1 Nominated as Team Leader |  |  |  |  |  |  |  |  |  |  |
| c. | Team Member 2 |  |  |  |  |  |  |  |  |  |  |
| d. | Team Member 3 |  |  |  |  |  |  |  |  |  |  |
| e. | Team Member 4 |  |  |  |  |  |  |  |  |  |  |
| f. | Team Member 5 |  |  |  |  |  |  |  |  |  |  |
| g. | Team Member 6 |  |  |  |  |  |  |  |  |  |  |
| h. | Team Member 7 |  |  |  |  |  |  |  |  |  |  |
| **Rating :** Excellent 95%-100% Very Good 90%-94% Above Average 80%- 89% Average 70%-79% , Below Average <70%, Non-Complying 0%  **Score :** Rating x percentage assign\*  *\* The Team Leader must be expert* | | | | | | | | | | | |

# Section 6. Standard Forms for Proposal Submission

[Instructions to Consultants: *Comments in brackets* [ ] *provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

**6.1 Standard Forms for Technical Proposals**

TECH-1 Technical Proposal Submission Form

TECH-2 Proposal Submission for Multiple Sectors

TECH-3 Previous or current assignments with IsDB

TECH-4 Consultant’s Organization and Experience

TECH-5 Engagement Model

TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts

**6.2 Standard Forms for Financial Proposals**

FIN-1 Summary of Financial Proposal

FIN-2 Other expenses

**Form TECH-1 Technical Proposal Submission Form**

[*Location, Date*]

To: [*Name and address of IsDB*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We are submitting our Proposal in association with\_\_\_\_\_\_/as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or associated firm*].[[1]](#footnote-2) Attached is the following documentation: [Joint Venture Agreement or letters of association][[2]](#footnote-3)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our technical and financial proposals shall remain valid for the period as defined in the Data Sheet of your Request for Proposal. If negotiations are held during the validity period, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 37 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**Form TECH-2 Proposal Submission for Multiple Sectors**

This RFP is part of a broader effort to develop a roster of qualified consultants across all of the LLF’s key areas of work. The full collection of RFPs is available here: [link to appropriate IsDB portal]

Check the box if you are applying for multiple activities and specify the ones that you are applying for:

|  |  |
| --- | --- |
|  | Tick (√) |
| Media and Public Relations | [ ] |
| Social Media | [ ] |
|  |  |
|  |  |
|  |  |

**Form TECH-3 Previous or Current Assignments with Multilateral Development Banks and/or International Development Organizations**

In this form, please provide details of your previous or current assignments. Fill in the table with the following information:

**Project Name:** Name of the project you were involved in.

**Role/Responsibilities:** Describe your role and responsibilities for each assignment.

**Departments Worked With:** Mention any relevant departments you collaborated with during the assignment.

**Start Date:** Specify the start date of the assignment (Month and Year).

**End Date (or Ongoing?):** Specify whether the assignment has ended or is ongoing. If it has ended, provide the end date (Month and Year); if it's ongoing, indicate "Ongoing."

|  |  |  |  |
| --- | --- | --- | --- |
| Project Name | Role and Responsibilities | Organisation name | Start date – End date (or Ongoing?) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Form TECH-4 Consultant’s Organization and Experience**

**1. Consultant’s Organization**

[*Provide here a brief (not more than two pages) description of the background and organization of the Consultant firm (including associate firms) and, if applicable, Sub-Consultant and each joint venture partner for this assignment. Attach any additional information that is relevant to the firms experience and that you would like for us to consider as a separate document].*

**2. Firm Experience**

[*Using the format below, provide information on each assignment for which your firm, and each associated firm or joint venture partner for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture for carrying out consulting services similar to the ones requested under this assignment.* *For each assignment that fits the criteria outlined, replicate the table in its entirety to ensure clarity and consistency in how the information is presented. You may include up to 10 of the most recently completed assignments.*

|  |  |
| --- | --- |
| Assignment name: | Approx. value of the contract (in current US$ or Euro): |
| Country:  Location within country: | Duration of assignment (months): |
| Name of Client: | Total No of person-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US$ or Euro): |
| Start date (month/year):  Completion date (month/year): | No of professional person-months provided by the associated firms or joint venture partners or the Sub-Consultants: |
| Name of Joint venture partner, if any: | Name of senior regular full-time employees of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided in the assignment: | |

Firm’s Name:

Full name of authorized representative:

**Form TECH- 5 Engagement Model (Exclusive for Media and PR agencies)**

**4.1 Country and Capabilities Assessment**

*This section is designed to gather essential information regarding your firm's capabilities in specific regions and countries. As part of your proposal, we kindly request you to provide a comprehensive overview of your firm's capacity to operate effectively in the LLF regions and countries. This information is critical for our evaluation and will help us determine your ability to execute projects successfully.*

**Country**: Please list each country in which you are assessing your capabilities. The list of countries provided is where we anticipate potential project deployments.

|  |  |  |
| --- | --- | --- |
| **Region** | **Direct representative or partner representation** | **Countries covered** |
| Sub-Saharan Africa |  |  |
| Middle East |  |  |
| North Africa |  |  |
| Central Asia |  |  |
| South Asia |  |  |
| Southeast Asia |  |  |
| Other regions covered |  |  | |

**4.2 Team Composition**

*In this section, we request potential consulting firms to provide comprehensive information about the composition of their teams. This information is crucial for our evaluation and will help us assess the expertise and capabilities of your team. Please complete the table below*

**Team Member**: Please list each team member's role.

**Role (Description)**: Describe in detail the responsibilities and contributions of each team member. This should include an explanation of how their expertise and role align with the TORs.

|  |  |
| --- | --- |
| **Team Member** | **Role (Description)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Form TECH- 6 Curriculum Vitae (CV) for Proposed Key Team members**

|  |  |  |
| --- | --- | --- |
| # | **Information Required** | **Instructions/Details** |
| 1. | Proposed Position | [Only one candidate shall be nominated for each position] |
| 2. | Name of Firm | [Insert name of firm proposing the expert] |
| 3. | Name of Expert | [Insert full name] |
| 4. | Date of Birth | [Insert date of birth] |
|  | Citizenship | [Insert citizenship] |
| 5. | Education | [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment] |
| 6. | Membership in Professional Associations | [List all relevant professional associations] |
| 7. | Other Trainings | [Indicate significant training since degrees under 5 - Education were obtained] |
| 8. | Countries of Work Experience | [List countries where expert has worked in the last ten years] |
| 9. | Languages | [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] |
| 10. | Employment Record | [Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment: dates of employment, name of employing organization, positions held.] |

|  |  |
| --- | --- |
| **11. Detailed Tasks Assigned**  **[*List all tasks to be performed under this assignment*]** | **12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  [*Among the* *assignments in which the expert has been involved, indicate the following information for* *those assignments that best illustrate the expert’s capability to handle the tasks listed in line 11.*]  Name of assignment or project:  Year:  Location:  IsDB:  Main project features:  Positions held:  Activities performed: |

**13. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

(i) this CV correctly describes my qualifications and my experience;

(ii) I am not a close relative[[3]](#footnote-4)\* of a current IsDB staff member;

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified and ensure mobilization takes place within the validity of this proposal or any agreed extension thereof;

(iv) I am committed to undertake the assignment within the validity of Proposal;

(v) I am not sanctioned (ineligible for engagement) by IsDB.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

*[Signature of expert or authorized representative of the firm][[4]](#footnote-5)* *Day/Month/Year*

**Form FIN-1 Financial Proposal Submission Form**

[*Location, Date*]

To: [*Name and address of IsDB*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert* *title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert* a*mount(s) in words and figures*1].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal indicated in Clause Reference 11 of the Data Sheet.

If negotiations are held during the validity of the proposal, we confirm availability of our team of proposed personnel. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services for the services by the date indicated in Clause Reference 38 of the Data Sheet.

We hereby certify on behalf of the Consultant and myself that information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by us for the Services is true, correct and accurate to the best of our knowledge and belief. We further certify that we have not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as defined in your RFP; and we agree to allow the IsDB, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if we are engaged, to the ensuing contract.

We certify that neither the Consultant (including any associate firm) nor any Sub-Consultant or Joint Venture Partner, or expert nominated in these Proposals has been sanctioned by the IsDB.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Firm]

Address:

**FIN-1: Summary of Financial Proposal**

*Firms are requested to provide a daily rate card as part of their financial proposal. This requirement stems from the variable and on-demand nature of the consultancy services required by the Lives and Livelihoods Fund (LLF). Rather than proposing a total remuneration figure, applicants should submit a rate card that details daily rates, which will offer the necessary flexibility to accommodate the changing scheduling and scope of tasks that may arise during the framework agreement.*

*The daily rate card should be comprehensive and include all costs associated with the provision of services, such as:*

* *Personnel compensation*
* *Overhead*
* *Any other relevant expenses that the consultant may incur during the assignment*

|  |  |  |  |
| --- | --- | --- | --- |
| Team Leader | Regular Employee of The Firm (Y/N) | Currency | Remuneration Rate per working day |
| Team Leader |  |  |  |
| Team Member 1 |  |  |  |
| Team Member 2 |  |  |  |
| Team Member 3 |  |  |  |
| ………. |  |  |  |
| Team Member N |  |  |  |
| Total | | | |

**FIN-2: Other Expenses**

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Unit | Currency | Unit Cost |
| Other expenses/fees (please add rows as needed) |  |  |  |
| Per Diem (daily subsistence allowance)1 |  |  |  |
| 1 Covering cost for lodging, meals, local transportation, and other misc. Expenses for work outside the team member’s home office or permanent residency  2 Via most direct route | | | |

# Section 7. Terms of Reference

The scope of the consultant’s work and the specific tasks and activities required will vary based on the needs of individual projects and the capacity of member countries. The specific TORs for each assignment will be defined as candidate projects are identified for the Lives and Livelihoods Fund pipeline.

**Objective and Purpose**

Once a member country and the IsDB have identified a potential LLF project, projects typically require a significant degree of strengthening by experts to ensure that projects are well-designed, suited for the specific communities they seek to serve, and oriented for optimal developmental results for beneficiaries. Similarly, projects may require support during implementation to ensure their intended outcomes.

The IsDB, on behalf of the LLF, therefore seeks to establish a roster of high-quality consultants with a variety of backgrounds and skills in development projects. These consultants will sign framework agreements with the IsDB, enabling an efficient hiring process should their expertise be required at any stage of project design or implementation.

**Scope of Responsibilities** of the Media and PR agency

The Lives and Livelihoods Fund (LLF) is seeking the services of a Media and Public Relations Agency to enhance its engagement with international mainstream media, particularly in the countries of origin of LLF donors and projects. LLF is dedicated to generating substantial visibility for the investments and technical assistance provided to various development projects by its donors. The chosen agency will play a pivotal role in ensuring LLF's message reaches a broader audience and resonates effectively.

The primary objectives of the Media and Public Relations Agency include:

* Supporting all LLF programs by securing extensive media coverage across traditional broadcast media and web-based platforms.
* Developing and maintaining a comprehensive database of target media outlets and freelance journalists, categorized by different beats, and regularly sharing it with LLF.
* Implementing special media plans as provided by LLF's Communications department for global, IsDB, and LLF key moments.
* Establishing relationships with influential bloggers, editors, columnists, photojournalists, and independent journalists to highlight LLF's work and the efforts of its partners on the ground.
* Coordinating with LLF's Communications team to organize immersion visits for international media professionals to project sites and facilitating media pitches developed by LLF's Communications Lead.
* Collaborating with LLF translators to translate and type Arabic and French text of approved media content into English or vice-versa.
* Ensuring representation of international media at LLF-organized events.
* Facilitating media interviews with IsDB, LLF, and donor VIPs during events.
* Compiling media coverage (offline, online, broadcast media) and providing regular reports to LLF within 48-72 hours of publication or broadcast, accompanied by scanned clippings and screenshots. This should include viewers and readers analytics in accordance with LLF's media report template.
* Supplying original press clippings and news report recordings (TV and radio) in hard copy within 48-72 hours of publication or broadcast.
* Conducting monthly debriefs with LLF's Communications and Technical teams to share experiences and address challenges, if any, for the purpose of stocktaking and continuous improvement.
* Fulfilling any additional tasks assigned by LLF's Communications department.

Qualifications of the Media and Public Relations Agency:

* The agency should possess a proven track record of at least 10 years in media relations, public relations, and communications, preferably with experience in international development projects or organizations.
* Demonstrated ability to secure extensive media coverage and maintain strong relationships with various media outlets, including mainstream print, broadcast, and online media.
* A well-established network of contacts within the media industry, including influential bloggers, editors, columnists, photojournalists, and independent journalists.
* A network that can operate seamlessly in LLF regions: Sub-Saharan Africa, Middle East or North Africa, Central Asia, South Asia and Southeast Asia
* Exceptional proficiency in the English, Arabic and French languages.
* Familiarity with the mission, objectives, and operations of the Lives and Livelihoods Fund (LLF) and a good understanding of the international development landscape.
* Capacity to work independently, proactively, and effectively in collaboration with the communication, taking the initiative to pursue media engagement opportunities.
* Strong analytical skills, excellent organizational abilities, and effective time management to handle multiple media-related tasks efficiently.
* Full commitment to meeting deadlines and responding urgently to LLF's media-related needs and requests.
* Experience in working with international development agencies or organizations, especially in LLF's eligible member countries.

**Scope of Responsibilities** of the Social Media agencies

The primary objective is to engage a social media Agency to effectively manage LLF's social media presence, expand its reach, and enhance engagement with its target audiences. The agency will work in collaboration with the LLF Communications Team to achieve the following objectives:

* Develop and implement a comprehensive social media strategy aligned with LLF's communication objectives and target audiences.
* Audit the existing LLF social media channels and activity – make recommendations
* Create and manage LLF's social media accounts across various platforms, including but not limited to Facebook, Twitter, LinkedIn, Instagram, and YouTube.
* Regularly update and maintain LLF's social media profiles with engaging and relevant content, including text, images, videos, infographics, and other multimedia elements.
* Monitor and moderate LLF's social media channels, responding to comments, inquiries, and messages promptly.
* Ensure consistent branding and messaging across all social media platforms.
* Generate high-quality, engaging, and informative content that highlights LLF's projects, impact stories, and initiatives.
* Develop a content calendar and schedule posts to ensure a consistent online presence.
* Use social media advertising and targeting to reach specific audiences and increase engagement.
* Develop and implement strategies to increase LLF's social media followers, likes, and engagement.
* Foster online communities and conversations around LLF's work.
* Analyse social media metrics and performance to identify areas for improvement and optimization.
* Provide regular reports on social media performance, including key metrics, audience insights, and recommendations for improvement.
* Monitor social media trends and incorporate best practices to enhance LLF's social media presence continually.

Qualifications of the social media Agency:

* Proven experience in managing social media accounts for international development organizations or similar entities.
* Demonstrated success in increasing social media followers, engagement, and reach.
* Proficiency in using social media analytics tools and platforms.
* Excellent communication and content creation skills.
* Familiarity with the development sector and LLF's mission is an advantage.
* Ability to work proactively, meet deadlines, and adapt to LLF's communication requirements.
* Exceptional proficiency in the English, Arabic and French languages.

**SECTION 8.  GENERAL CONDITIONS OF AGREEMENT**

[*Guidance Note to the Requesting Department: For preparing a suitable contract for your consultant, please use the standard General Conditions of Agreement*]. General conditions of agreement (as part of the framework agreement) is attached as Annex A.

**SECTION 9: CONSULTANCY SERVICES AGREEMENT (PARTICULAR CONDITIONS OF AGREEMENT)**

[Guidance Note to the Requesting Department: For preparing a suitable contract for your consultant, please use the standard General Conditions of Agreement provided in Annex B.

**Annex A: Framework Agreement**



**Islamic Development Bank**

**FRAMEWORK AGREEMENT FOR CONSULTANCY AND PROFESSIONAL SERVICES**

(Organization, institution, foundation, firm or company - whether public, quasi-public or private)[[5]](#footnote-6)

**Agreement No**. 2022/[LDSD-++++]

**Agreement Title: Framework Agreement for Consultancy and Professional Services in the area of insert title of agreement**2.

This Framework Agreement (hereinafter “**Agreement**”) is made between:

1. **ISLAMIC DEVELOPMENT BANK,** an international financial institution having its headquarters in Jeddah, Kingdom of Saudi Arabia (hereinafter "**IsDB**"), **of the one part**, and
2. **INSERT NAME**, registration no. and corporate address of the consultant (hereinafter

"**Consultant**"), **of the other part**.

IsDB and the Consultant are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS;**

1. IsDB desires to enter into a framework under which IsDB may, from time to time, request the Consultant for the provision of certain Services and Deliverables generally described in Part (2) of Appendix (A) hereof, and specifically defined each time through the issuance of the Service

Request by IsDB and acceptance thereof by the Consultant in the form provided in Part (3) of Appendix (A) hereof, and

1. The Consultant has represented to have the legal, technical and professional capacity and has agreed to provide the Services and Deliverables to IsDB under the framework arrangements described in paragraph (A) above.

**Now, therefore,** IsDB and the Consultant have agreed as follows:

1. Unless otherwise provided in this Agreement, words and expressions used herein shall have the same meanings as are respectively assigned to them in the Agreement Documents referred to in the General Conditions of Agreement indicated in paragraph 2 below.
2. The following Agreement Documents, which must be marked as indicated, shall be deemed to form and be read and construed as integral part of this Agreement:
   1. This Agreement Form.
   2. Appendix (A): Special Conditions of Agreement (**SCA**), comprising of the following:

Part (1): Table of key Amendments of, and Supplements to GCA Sections

Part (2): General Scope of Services and Deliverables – Terms of Reference Part (3): Service Request Form

* 1. Appendix (B): General Conditions of Agreement (GCA).
  2. Any other document or addenda required under or appended to the GCA or SCA.

1. In the event of any discrepancy or inconsistency among the provisions of the Agreement Documents, they shall prevail in the order listed above.
2. The effective date of this Agreement shall be the date on which it has been signed by the authorized representative of the last of the Parties to sign, as indicated below. The same date shall also be incorporated in the SCA. For avoidance of doubt, within the effective period of this Agreement, the effective date of each Service Request shall be the date on which the Consultant signs the acknowledgement part under IsDB’s Service Request in the form provided in Part (3) of Appendix (A).
3. In consideration of the payments to be made by IsDB to the Consultant under each Service Request, the Consultant hereby covenants with IsDB to provide the Services and Deliverables, and to remedy defects therein in conformity in all respects with the provisions of the Agreement, and otherwise to comply with its obligations under the Agreement.
4. IsDB hereby agrees to pay the Consultant, in consideration for the execution and completion of Services and Deliverables, and the remedying of defects therein and the performance of its other obligations hereunder, the Agreement Price under each Service Request in accordance with Part (3) of Appendix (A) hereof, or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
5. This Agreement and any of the other Agreement Documents to be executed and delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Party. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature, by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

**IN WITNESS** whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates given below:

**Signed for and on behalf of**

**Islamic Development Bank**

Insert name:

Insert position:

Date:

**Signed for and on behalf of (insert Consultant’s name here)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert name:

Insert position: Date:

|  |  |
| --- | --- |
| **APPENDIX (A) TO AGREEMENT FORM**  **Special Conditions of Agreement (SCA)** | |
| The following Special Conditions of Agreement (**SCA**), read in conjunction with the General Conditions of Agreement (**GCA**) and other Agreement Documents listed therein and/or in the Agreement Form, is a complete document expressing the rights and obligations of IsDB and the Consultant. The purpose of the SCA is to detail specific technical, commercial and operational arrangements for a particular corporate procurement under the Agreement. To that extent, whenever there is conflict between the provisions of the SCA and the GCA, the provisions of the SCA shall prevail over those in GCA. For all legal matters, the provisions of the GCA shall prevail unless otherwise specifically cleared by IsDB Legal Department and agreed between the Parties through an amendment under the SCA or a duly signed addendum. | |
| **SCA – PART (1)**  **Table of Key Amendments of, and Supplements to, Sections in the General Conditions of Agreement** | |
| **GCA Section #** | **Title/Subject/Description** |
| **1.1 and 4** | **Agreement Period – Commencement, Completion of the Services, and Delay**  The Commencement date of the Agreement is:Please Select  The Agreement Period is: insert duration here  The Delivery/Completion Date shall be determined for each Service Request under Part (3) of the SCA.  The Delivery place is the IsDB Premises identified below, or as otherwise determined in Part (3) of the SCA. |
| **6, 10 and 13** | **Cybersecurity**  The Consultant shall:   1. comply with the IsDB’s Information Security requirements (the ''IsDB Information Security Requirements in Supplier Relationships''). 2. permit IsDB to inspect the Consultant’s account, records and premises (e.g., offices, production and supply sites) relating to the policies, procedures, records related to the performance of the Consultant to ensure compliance with the Agreement and compliance with the IsDB’s Information Security Requirements in Supplier Relationships, and to have them audited by auditors appointed by IsDB, if so required by IsDB. 3. Upon prior reasonable notice by the IsDB, the Consultant shall furnish the IsDB a copy of its System Organization Control 2 (SOC2) compliance report, if so required by IsDB. 4. The Consultant shall, at its own expense, complete a background check including a standard integrity screening, and criminal record checks for its Personnel who will be assigned tasks under this Agreement. The IsDB reserves the right to solicit and view the contents of a background check or similar Consultant practices prior to approving a Consultant’s Personnel assignment under this Agreement.      1. Where applicable, the Consultant shall ensure that all their employees, subcontractors that access the IsDB technical environment annually complete the cyber security awareness and data protection training. The Consultant is obliged to provide evidence of completed training, upon IsDB’s request. |
| **1.1 and 16** | **Agreement Price – Remuneration of the Consultant:** |

|  |  |
| --- | --- |
|  | The currency of the Agreement is: insert type of currency.   1. The Agreement Price shall be determined for each Service Request in the form provided in Part (3) of the SCA. 2. The Payment Terms and Schedule and other details for each Service Request shall be determined in the Service Request Form provided in Part (3) of the SCA and subject to section 17 of the GCA |
| **1.1 and 21** | **Authorized Representatives – Notices – Addresses**  **For Islamic Development Bank (IsDB):** Please select.  Attention: insert here  Telephone: insert here  Fax: insert here  Email: insert here  **For the Consultant**: insert full address of the consultant here  Attention: insert here  Telephone: insert here  Fax: insert here  Email: insert here  For each Service Request, Either Party may designate a new Authorized Representative by serving written notice to the other. The designation shall take effect immediately upon receipt of the Notice. |
| **1.1** | **The Consultant:**  The Consultant is: insert here |
| **1.1 and 10** | **Consultant’s Personnel:**  Unless otherwise provided in each Service Request in Part (3) of the SCA, the following Consultant’s Personnel shall perform the Services:   1. Insert Name/Title/Contact details 2. Insert Name/title/Contact details 3. Insert Name/Title/Contact details |
| **1.1** | **Deliverables, Services - Scope:**  The general scope of Services is as provided in Part (2) of the SCA.  The specific scope of Services and Deliverables shall separately be determined and agreed upon between the Parties every time through the issuance of Service Request by  IsDB and acceptance thereof by the Consultant in the form provided in Part (3) of the SCA. |
| **1.1 and 11.1** | **IsDB Personnel:**  Unless otherwise provided in each Service Request in Part (3) of the SCA, the following IsDB Personnel shall work with the Consultant:  1. Name/Title/Contact details 2. Name/title/Contact details  3. Name/Title/Contact details |
| **1.1** | **IsDB Premises:** |

|  |  |
| --- | --- |
|  | The address of the concerned IsDB Premises for the Delivery of Services and Deliverables is as follows:  Please select. |
| **1.1** | **User Unit:**  Unless otherwise provided in each Service Request, the following IsDB organization unit is the User Unit for the purposes of the Services: insert organization unit here. |
| **7** | **Conflict of Interest:**   1. Does the Consultant have relatives or have employees that are related to IsDB staff? Yes ☐ No ☐ 2. Is the Consultant in a conflict of interest situations? Yes ☐ No ☐   The Consultant provide additional details/disclosures if the answer to any of the above is Yes. |
| **17** | **Performance Guarantee:**  Is a performance guarantee required under each Service Request?  Yes ☐ No ☐  ***IF YES,***   * It shall be in the amount or rate of: insert rate here of the Agreement Price under each Service Request. * It shall be in the form of insert here if Bank Guarantee/or Retention money or both * In case of a bank guarantee, it shall be submitted on insert here and shall be discharged by IsDB upon insert here.   ***IF NO;***   * The reasons are insert the reason here. * Payments shall be made on progress basis upon the completion of the milestones/deliverables/phases/steps established for each Service Request under Part (3) of the SCA.   **Advance and Progress Payments:**  Is advance payment required under each Service Request?  Yes ☐ No ☐ ***IF YES,*** advance for mobilization of Consultant’s Personnel: insert here  of the Agreement Price under each Service Request shall be paid on the commencement date against the submission of an advance payment bank guarantee for the same.  Other conditions for payment shall be determined for each Service Request in the form provided in Part (3) of the SCA |
| **18** | **Payment and Invoicing:** |
|  | To be stipulated every time in the Service Request in the form provided in Part (3) of the SCA, and subject to section 16 and 17 of the GCA |
| **23[[6]](#footnote-7)** | **Applicable Law:**  The Governing Law of this Agreement is the law select here |
| **24.4[[7]](#footnote-8)** | **Provisions on Arbitration:**   1. The language to be used in the mediation and in the arbitration, shall be Please select. 2. The arbitration shall be in accordance with Please select. 3. The number of arbitrators shall be Please select. 4. The seat/place of arbitration shall be Please select. 5. The arbitration cost shall be paid as stated in the GCA |
| **SCA – PART (2)**  **GENERAL SCOPE OF SERVICES AND DELIVERABLES – TERMS OF REFERENCE** | |
| add below a general description of Services focusing on the areas of expertise in which the Consultant has been selected to advise IsDB. The specific and clearly defined scope of Services and Deliverables, including bespoke Deliverables, Millstones/progress stages/steps must be defined in every Service Request separately in the form provided in Part (4) of the SCA: | |
| **SCA – PART (3) SERVICE REQUEST FORM** | |
| 1. The purpose of Service Request is to document the final agreement of the Parties in relation to the contemplated Services. Therefore, these two documents should be exchanged only after the Parties have negotiated and reached a final understanding on all the details of the engagement. 2. Please incorporate the specific and clearly defined scope of Services and Deliverables, including bespoke Deliverables, Millstones/progress stages/steps in every Service Request separately in the form provided below. Please make sure to provide sufficient details about the required Services and Deliverables, including commencement and completion dates, cost of assignment, list of Deliverables, and/or any other relevant technical and financial terms. 3. When completing each Service Request, particularly the payment terms, please take into account the relevant provisions of the GCA (particularly sections 16, 17 and 18), in addition to Parts (1) and Part (2) of the SCA.     **SERVICE REQUEST FORM[[8]](#footnote-9)**  *(TO BE PRINTED ON IsDB LETTERHEAD)*  Name: insert Consultant’s name  Address: insert Consultant’s address  **Ref: Service Request under the Framework Agreement for Consultancy and Professional Services**  **Dear Sir | Madam** | |

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| We refer to the Framework Agreement for Consultancy and Professional Services dated \_\_\_\_/\_\_\_\_/\_\_\_\_ entered into by yourselves and ourselves (the “**Agreement**”).  The Parties agree that the following Services and Deliverables shall be provided for the Fee and costs detailed below:   1. **Services and Deliverables:**   [to be inserted]   1. **Agreement Price – Remuneration to the Consultant[[9]](#footnote-10):**     1. The fee due from the IsDB to the Consultant in respect of the Services and Deliverables shall be [currency and amount] payable in the following instalments provided that every payment shall be subject to satisfactory completion of the specified Deliverables/milestones and/or progress stages by the Consultant and acceptance thereof by IsDB in writing:   [to be inserted]   * 1. **Reimbursable Expenditures:**   [to be inserted]   1. **Other:**    1. Service Request Effective Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_    2. Delivery/Completion Date: From Effective Date until [Date] unless this term is extended as agreed in writing between the Parties.    3. Consultant’s Personnel: [insert name, designation and contact details]    4. IsDB Personnel: [insert names, designations, and contact details]     **Signed for and on behalf of Islamic Development Bank**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Position  Date: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_  **ACKNOWLEDGEMENT:**  We [the Consultant] hereby acknowledge and accept the terms and conditions of this Service Request.  **Signed for and on behalf of the Consultant**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Position  Date: \_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ |

**Annex B: Consultancy Services Agreement**

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These GCA do not apply to individual consultants for which separate documentation must be used.

GENERAL CONDITIONS OF AGREEMENT

PROCUREMENT OF CONSULTANCY SERVICES

organization, institution, foundation, firm or company

(

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whether public, quasi

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public or private)

1

APPENDIX (B) TO THE AGREEMENT FORM AND SPECIAL CONDITIONS OF AGREEMENT

These

General Conditions of Agreement (GCA) apply to Consultancy Services procured under IsDB’s administrative budget

for its own institutional use. The GCA read in conjunction with the Special Conditions of Agreement (SCA) and other

Agreement Documents listed therein, is a complete document expressing the rights and obligations of IsDB and the

Consultant. The GCA shall not be altered without the clearance of IsDB Legal Division. Any technical, commercial and

operational changes and complementary information, wh

ich may be needed, shall be introduced only through the SCA

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# 1. Definitions and Interpretation

1.1 Definitions:

Unless otherwise required by the context, the following terms, whenever used in the Agreement Documents, shall have the respective meanings shown against each:

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| Agreement Documents: | consists of the documents listed in the Agreement Form, which shall mainly include the Agreement Form, the SCA, the GSA and any other document duly appended thereto by the Parties in the form of an amendment, addendum, annexure, annex, appendix or supplement in relation to any aspects of the Services. Such documents may relate inter alia, to the terms of references, scope of Services, technical and financial bid proposals, fee schedule, letter of acceptance of bid, any written Notice or communication issued by IsDB to the Consultant in relation to the Agreement, data privacy information or requirements, any other compulsory regulatory certificate, license or document required from the Consultant in relation to the provision of the Services and any amendments thereto. |
| Agreement Form: | the IsDB standard Agreement Form to be executed between the Parties in order to conclude the Agreement in relation to the provision of the Services. The Agreement Form contains the full names of the Parties, the subject matter of the Agreement, the Agreement Documents, the signatures of the Parties, and the SCA appended to it. |
| Agreement Period: | the period comprising of the date on which the Consultant shall commence the performance of the Services until the date on which the Consultant shall properly complete the Services, as referred to in section 4 and specified in the SCA. |
| Agreement Price: | the price stated in the SCA payable to the Consultant for the full and proper performance of the Services and its other contractual obligations and subject to acceptance thereof by IsDB. |
| Agreement: | the agreement entered into between IsDB, as the purchaser of the Services, and the Consultant, using the standard Agreement Form. |
| Articles of Agreement: | the Articles of Agreement establishing the Islamic Development Bank, ratified/accepted by its member countries. |
| Authorized  Representatives: | the persons named in the SCA as authorized to represent the respective Parties in sending and/or receiving Notices and communications related to the Agreement. |
| Consultant: | the duly existing legal entity, organization, institution, foundation, firm or company (whether public, quasi-public or private) named in the SCA that has undertaken to have the full legal, technical, professional, practical and logistical abilities, skills and resources to deliver the Services to IsDB pursuant to the Agreement and. This includes the Consultant's personnel, representatives, successors and permitted assignees. |
| Consultant’s Personnel: | the Consultant’s staff or other personnel identified in the SCA and assigned by the Consultant for performing the Services. |

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| CPD: | the Corporate Procurement Division of IsDB. |
| CPP: | the Corporate Procurement Policy of IsDB. |
| Data Privacy Guidelines | the IsDB Personal Data Privacy Guidelines (as amended from time to time) by which the IsDB controls and processes the Personal Data, as referred to in section 13 (Data Protection). |
| Day: | the period between one midnight and the next based on Gregorian calendar. |
| Default: | any breach of the obligations of a Party (including but not limited to breach of a fundamental term) or any other default, act, omission, including gross negligence or wilful misconduct of a Party in connection with or in relation to the subject-matter of the Agreement and in respect of which such Party is liable to the other. |
| Delay: | delivery or performance of the Services or any part thereof beyond the Delivery Date or Dates specified in the SCA. |
| Deliverables: | include, but are not be limited to, all plans, reports, drawings, manuals, materials and other documents or other creative work (including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein whether on paper, disk, tape, digital file or any other media developed or prepared by the Consultant or the Consultant’s Personnel in the course of performing the Services for IsDB. |
| Final Acceptance: | the written confirmation given by IsDB that the Services and Deliverables properly completed by the Consultant have been delivered to IsDB and found in compliance with the requirements provided in the SCA. |
| Force Majeure: | refers to any situation or event, which is beyond the reasonable control of the Party relying on it and the Party could not have reasonably foreseen, or which though foreseen, was inevitable, which makes it impossible for the Party to carry out in whole or in part its obligations under the Agreement notwithstanding the exercise of reasonable care by the Party. Force Majeure includes, without limitation, strikes, riots, wars, revolutions, civil disorder, fires, pandemics, epidemics, blockage or embargo, unusually severe/adverse weather, cyclones, earthquakes, explosions, acts of God or state or any public enemy; or acts mandated by any applicable laws, promulgations, ordinances, regulations, demands or orders (whether valid or invalid) of any governmental body or authority or representative of any such government including restrictive trade regulations, strikes, shutdowns, quarantine restrictions, mandatory lockdowns, labour disputes (other than in each case by the Party seeking to rely on Force Majeure); visa or work permit related requirements which are not instigated for the purpose of avoiding obligations, or any other circumstances beyond the reasonable control of the defaulting Party and occurring notwithstanding the exercise of reasonable care by the defaulting Party. Force Majeure shall not be deemed to include (i) ordinary unfavourable weather conditions; (ii) any event which is caused by |

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|  | the negligence or intentional action of a Party or such Party's Personnel or agents; (iii) any event which a diligent Party could reasonably have been expected to take into account at the time the Agreement was entered into, and avoid or overcome in the carrying out of its obligations hereunder; or (iv) the insufficiency of funds, inability to make any payment required under the Agreement, or any economic conditions, including but not limited to inflation, price escalations, or labour availability. |
| GCA: | these General Conditions of Agreement. |
| Gross negligence or Wilful Misconduct: | a marked departure from the standard of conduct of a reasonable person in the same profession acting in the same circumstances at the time of the alleged misconduct, which shall include an act or omission carried out or not carried out by a person with a conscious, wilful and reckless disregard for the harmful foreseeable and avoidable consequences of such act or omission. |
| Host Country Agreement: | refers to the following:   1. In the case of IsDB Headquarters in the City of Jeddah, the “Islamic Development Bank Headquarters Agreement between the Government of the Kingdom of Saudi Arabia and the Islamic Development Bank”; and 2. In the case of an IsDB office outside Saudi Arabia, the agreement signed between the government of the relevant host country and IsDB in relation to the establishment of the IsDB office in that country. |
| IsDB Personnel: | IsDB staff or other personnel assigned by IsDB to coordinate with the Consultant to the extent necessary on the part of IsDB in order to support the Consultant to perform the Services. The names and titles of such personnel shall be provided in the SCA or otherwise communicated to the Consultant. |
| IsDB Premises: | refers to the following:   1. In the case of IsDB Headquarters, the Headquarters of the Islamic Development Bank located in the City of Jeddah, Kingdom of Saudi Arabia, as per the detailed address provided in the SCA; and 2. In the case of an IsDB office other than the IsDB Headquarters, the concerned office the location and address of which is provided in the SCA. |
| IsDB: | the Islamic Development Bank, an international financial institution established under the Articles of Agreement. |
| Month: | any period of one month according to the Gregorian Calendar. |
| Notices: | all written communication required under the Agreement to be exchanged between the Parties, including communication containing requests, permissions, authorizations, clearances, consents or approval, in accordance with section 21. |
| Party” or "Parties”: | either or both IsDB and the Consultant, as the case may be. |
| Sanctionable Practices: | the acts or practices prohibited under IsDB's Integrity Policy and Anticorruption Guidelines and referred to under section 6. |
| SCA: | the Special Conditions of Agreement provided in the Appendix (A) to the Agreement From. |
| Services: | the services fully described in the SCA, as amended or modified from time to time by agreement between the Parties, including the Deliverables.  For avoidance of doubt, the term Services shall mean intellectual services provided by professional firms to help IsDB in a wide range of activities, including but not limited to, policy advice, institutional reforms, management, engineering design, construction supervision, financial services, audit, procurement services, social and environmental studies, project appraisals, preparation, implementation, monitoring and evaluation, professional services (or managed services for day-to-day support), and other advisory services. |
| User Unit: | the organization unit in IsDB as identified in the SCA, which requested for the procurement of the Services and is directly responsible for receiving and accounting for the Services subject to the provisions of the Agreement. |

1.2 Interpretation:

1. The headings shall not limit, alter or affect the meaning of any provision in the Agreement.
2. Words importing the singular also include the plural and the masculine includes the feminine and vice versa, unless the context otherwise requires.
3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# 2. Appointment of the Consultant

2.1 IsDB hereby appoints the Consultant for the performance of the Services on the terms and conditions set forth in the Agreement, and the Consultant accepts the appointment and undertakes to perform the Services.

2.2 Insofar as the Consultant comprises more than one entity associated together for the purpose of performing the obligations hereunder, all such entities shall be jointly and severally liable for the obligations of the Consultant under the Agreement. Such entities shall designate and authorize one of their members to liaise on their behalf with and represent them vis-à-vis IsDB who shall be entitled to deal with them through such representative.

# 3. Relation between the Parties

Nothing stated herein shall be construed as establishing a relation of master and servant or principal and agent between the Parties.

# 4. Commencement and Completion of the Services

Unless otherwise agreed between the Parties, the Services shall be commenced and completed within the Agreement Period stipulated in the SCA and subject to the terms of the Agreement.

# 5. Obligations of the Consultant

5.1 Standard of Performance: The Consultant’s Personnel shall perform the Services and carry out all their obligations under the Agreement with all due care, skill, efficiency and diligence in accordance with the highest standards recognized in the profession. In performing the Services, the Consultant’s Personnel shall act as the faithful adviser of IsDB. Any approval by IsDB of any reports, plans, or any other documents or recommendations made by the Consultant’s Personnel shall not absolve the Consultant of any of its obligations under this provision.

5.2 Ethical Conduct: Without prejudice to the above, the Consultant undertakes to select for the implementing the Services reliable persons who will perform effectively, respect the local customs, and conform to a high standard of moral and ethical conduct. The Consultant shall establish appropriate programmatic safeguard measures in the design and implementation of the Services, thereby promoting the shared values, norms and standards of the international community. These measures include respect of international conventions on the environment, on children’s rights, and internationally agreed core labour standards. Without limiting the generality of this paragraph:

1. The Consultant shall comply [and ensure that the Consultant’s Personnel and subcontractors comply] with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Agreement.
2. The Consultant shall take all appropriate measures to prevent sexual exploitation and abuse of anyone by any employee or personnel involved in the implementation of the Services. The Consultant shall also take all appropriate measures to prohibit any employee or personnel engaged on the Services from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any exploitative or degrading sexual activities. The Consultant shall further ensure that none of such employees or personnel expose any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.
3. The Consultant agrees that breach of this provision is a breach of an essential term of the Agreement.
   1. Special Provision regarding the Financing of Terrorism: The Consultant confirms that, consistent with United Nations Security Council Resolutions relating to terrorism, including Security Council resolutions 1373 (2001) and 1267 (1999) and related resolutions, it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Consultant recognizes its obligation to comply with any applicable sanctions imposed by the United Nations Security Council in addition to any other sanctions regime to which it is subject. In addition to complying with any laws to which it is subject, the Consultant will use all reasonable efforts to ensure that the funds transferred to it in accordance with the Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any United Nations Security Council sanctions regime. If, during the term of the Agreement, the Consultant determines there are credible allegations that funds transferred to it in accordance with the Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any United Nations Security Council sanctions regime, it will as soon as it becomes aware of it inform the Bank and, in consultation with the Bank, determine an appropriate response.
   2. Observing IsDB Safety and Security Regulations: To the extent applicable to the Consultant’s provision of Services under the Agreement, the Consultant agrees to review all IsDB security rules and regulations. The Consultant shall require that all the Consultant’s Personnel performing the Services in IsDB’s Premises observe such rules and regulations including, but not limited to, those relating to health, safety and security.
   3. Specialist Advice and Services: Where specialist technical advice, not being within the contemplation of the scope of Services stated in the SCA, is required, the Consultant may with the prior written agreement of IsDB, arrange for the provision of such specialist services, and IsDB shall either pay for such services or reimburse the Consultant for all reasonable costs relating thereto. However, the Consultant shall retain full and un-severable responsibility for all the Services including the specialist technical advice and assistance which is obtained.
   4. Sub-Contracting: The Consultant shall not subcontract any part of the Services or any of its obligations under the Agreement to any third party except with the prior written consent of IsDB. Any such third party and the terms and conditions of the subcontract made with it as well any modifications or termination thereof shall not contradict the terms of the Agreement and shall be subject to the approval of IsDB in writing.

Notwithstanding any such approval, the Consultant shall remain fully responsible for the performance by any such sub-contractor of the part or parts of the Services so subcontracted as well as for any other obligations hereunder in relation thereto.

* 1. Confidentiality: Without prejudice to the provisions of any separate non-disclosure agreement or similar confidentiality obligations entered into between the Consultant and IsDB (whether before or after the date of this Agreement), the Consultant shall keep all work and Services carried out hereunder entirely confidential, and not use, publish, or make known to any persons other than the Consultant’s Personnel and sub-contractors any information, whether developed by the Consultant under Agreement or provided by IsDB, without IsDB’s prior written authorization. For the avoidance of doubt, IsDB shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences. The foregoing obligations shall not apply to any information that was in the Consultant’s possession prior to commencement of Services under the Agreement, or which is or shall become available to the general public in a printed publication through no fault of the Consultant.
  2. When consulted by the news media, or any third party, about the Agreement or the Services carried under the Agreement, the Consultant shall refer the request for information to IsDB for its response. IsDB shall be the only Party making public representations regarding IsDB, the Agreement, and/or the Services performed under it.
  3. IsDB shall treat information received from the Consultant and that the Consultant has marked as proprietary or confidential in the same manner as IsDB treats its own proprietary or confidential information.
  4. Notwithstanding anything to the contrary in the Agreement, neither Party may disclose confidential information of the other to a third party except as may be required by law, statute, rule or regulation (including professional standards and regulations and tax advice), including any subpoena or other similar form of process, provided that the Party to which the request

is made must provide the other Party with prompt prior written notice (where permitted by law) and allow the other Party to seek a restraining order or other appropriate relief.

* 1. Notwithstanding the provisions above, IsDB reserves the right to publicly disclose the Agreement award information – specifically, in relation to the Consultant, the name of the Consultant receiving the Agreement and its country, a brief description of the Services, and the Agreement Price. The Consultant’s proposal and contractual documents will remain confidential and therefore not subject to disclosure.
  2. The obligations established in the above provisions relating to confidentiality shall in no way limit the Consultant’s internal use of the work created as part of the Services.
  3. Ownership of Deliverables and Copyrights: The Deliverables shall be considered as work made for hire and shall, therefore, become and remain the exclusive property of IsDB. IsDB shall be the sole proprietor of the Deliverables from the time of their creation and shall own all rights, titles and interests therein throughout the world including, without limitation, the copyright and all related rights. While in the custody of the Consultant or the Consultant’s Personnel, the Deliverables shall be fully available to IsDB. The Consultant and the Consultant’s Personnel shall, not later than the date of completion of the Services or the premature termination thereof, deliver all such Deliverables to IsDB together with a detailed inventory thereof.
  4. To the extent that it is determined that any part of the Deliverables does not qualify as work made for hire or all right, title and interest in them does not otherwise vest in IsDB by operation of law, then the Consultant hereby irrevocably transfers and assigns to IsDB (including by way of present and future assignment or intellectual property rights) with full title guarantee all of its right, title and interest in and to such part of the Deliverables, throughout the world and in perpetuity, to the extent possible, including without limitation all of its rights, titles and interests in copyright and related rights, free of any claim by the Consultant or any other person or entity. For Deliverables in respect of which intellectual property rights are assigned to IsDB pursuant to this section, the Consultant shall ensure that each Consultant’s Personnel irrevocably waives all its, and will procure the waiver by all third parties of all their, moral rights in such Deliverables to the extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds legal title in these rights and inventions on trust for IsDB.
  5. Under no circumstances shall the Consultant use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of or in connection with, the Deliverables including derivative works, in whole or in part, without IsDB's prior written consent.
  6. All right, title and interest (including, without limitation, rights in patents, trademarks, copyright, and related rights) in the Consultant's pre-existing proprietary intellectual property used and included in the Deliverables (the "Pre-Existing Intellectual Property") shall remain with the Consultant. The Consultant hereby grants IsDB an irrevocable, royalty-free, worldwide license to use, disclose, reproduce, publish, distribute or display copies to the public, or modify or prepare derivative works of such Pre-Existing Intellectual Property, in whole or in part, without the prior written consent of the Consultant. The Consultant shall provide IsDB, within thirty (30) Days of the Agreement award, a list of the Pre-Existing Intellectual Property it intends to include in the Deliverables and shall supplement such list as and when additional Pre-Existing Intellectual Property is included in the Deliverables. The Consultant shall own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any Deliverables), which the Consultant may have discovered or created as a result of the Services

(the “Consultant’s Materials”). IsDB has a nonexclusive, non-transferable license to use any of the Consultant’s Materials included in the Deliverables or Services for IsDB’s own internal use as part of those Deliverables or Services.

* 1. For the avoidance of doubt, the ownership and all related rights to any materials other than the Deliverables and the Consultant’s Materials, which may be provided to IsDB directly or through the Consultant by any third party that shall be duly owning them, shall remain vested in such third party.
  2. Ownership of Equipment: Equipment furnished to the Consultant by IsDB or purchased out of funds wholly provided or reimbursed by IsDB shall be the exclusive property of IsDB and shall be so marked. the Consultant shall transfer such equipment to IsDB in accordance with the instructions of IsDB. Upon completion, expiration or termination of the Services the Consultant shall furnish to IsDB an inventory of the said equipment and remaining materials and shall dispose of same as directed by IsDB. All IsDB property, including but not limited to equipment, drawings, research, writings, data in any format (including electronic), or other information furnished to the Consultant by IsDB for use in the performance of the Agreement, shall at all times be the exclusive property of IsDB. Upon completion, termination or expiration of the Agreement, or at such other times as IsDB may direct, the Consultant shall return to IsDB all such property, at the Consultant's expense.
  3. Reporting: The Consultant shall submit to IsDB the reports and documents, if applicable (whether part of the Deliverables or not), as specified in the SCA, in the form, language or languages, number of copies and within such periods as specified in the SCA.
  4. Visas: If the Consultant’s Personnel require visas in relation to the performance of the Services, the Consultant shall be fully responsible, at own cost, for obtaining such visas or other applicable entry-exit permits for the Consultant’s Personnel, and where applicable for their dependents, and such other licenses or permits as may be necessary. IsDB may, without being obliged to, provide possible assistance in this respect the Consultant’s cost. For the avoidance of doubt, in order to prevent any Delays in relation thereto, the Consultant is expected to have made the necessary enquiries and have made itself acquainted with such visa or other requirements and procedures prior to signing the Agreement.
  5. Insurance and Medical Expenses:

1. The Consultant shall alone be responsible for taking out and maintaining at its own cost any insurance policy (including medical insurance, life insurance, travel insurance etc.), and coverage applicable to the Consultant and/or Consultant’s Personnel as required by applicable laws and regulations and/or as required by the terms of the contracts between the Consultant and the Consultant’s Personnel.
2. The Consultant shall, upon request by IsDB, produce evidence that the aforesaid insurances have been taken and maintained and that the current premiums therefore have been paid. For the avoidance of doubt, the Consultant’s failure to comply with paragraph (a) above and/or this paragraph shall not, in any manner shift the Consultant’s liability or responsibility in relation thereto to IsDB.
3. IsDB may, at its sole discretion, allow the Consultant’s Personnel access to IsDB clinic and health services within working hours during the Agreement Period in accordance with IsDB’s internal rules and procedures. However, the Consultant’s Personnel shall alone be responsible for the payment of any costs of prescription and any other medical expenses they may incur as a result of any illness during the course of the Services.

# 6. Sanctionable Practices

6.1 In accordance with IsDB’s Integrity Policy and Anticorruption Guidelines[[10]](#footnote-11), the Consultant and the Consultant’s Personnel and sub-contractors and agents, if any, involved in the provision of the Services shall observe the highest standard of ethics during the bidding process and the implementation of the Agreement.

6.2 Consultant’s Personnel and sub-contractors and agents, if any, shall report to the Integrity and Ethics Section of IsDB suspected Sanctionable Practices that they come to know during the bidding process and throughout negotiation or execution of the Agreement.

6.3 For the purposes of this section, Sanctionable Practices comprise of any of the following defined terms and practices:

1. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
2. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
3. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
4. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
5. “obstructive practice”: means, (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede IsDB’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or 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 (b) acts intended to materially impede the exercise of IsDB’s access to contractually required information in connection with IsDB’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

6.4 Pursuant to its Integrity Policy and Anticorruption Guidelines, IsDB:

1. will not award a procurement contract to a winning bidder that has directly or indirectly engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice in competing for the contract in question;
2. may suspend the procurement process at any stage when there is sufficient evidence to support a finding that an employee, agent or representative of the bidders, suppliers, service contractors and concessionaires has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice in competing for, or in executing an IsDB-financed contract;
3. will sanction a bidder, supplier, service contractor, concessionaire or its successor, if IsDB at any time determines that such bidder, supplier, service contractor, concessionaire or its successor has, directly or indirectly, engaged in any corrupt,

fraudulent, collusive coercive or obstructive practice in competing for, or in executing, any contract for the corporate procurement of goods and related services. Sanctions include, but are not limited to, declaring such bidder, supplier, service contractor, concessionaire or its successor ineligible to participate in IsDB-financed activities indefinitely or for a stated period of time except under such conditions as IsDB deems appropriate; or reimbursement to IsDB of costs associated with investigations and proceedings;

1. will take appropriate actions to manage conflicts of interest including, but not limited to, rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.
   1. The Consultant agrees to be bound by IsDB’s Integrity Policy and Anticorruption Guidelines as outlined above.
   2. The Consultant shall permit IsDB to inspect the Consultant’s account, records and premises (e.g. offices, production and supply sites) relating to the performance of the Consultant and to have them audited by auditors appointed by IsDB, if so required by IsDB.

# 7. Conflict of Interest

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

7.2 IsDB shall undertake measures to manage actual or potential conflicts of interest, consistent with IsDB's Integrity Policy and Anticorruption Guidelines re-stated above. This is without prejudice to other remedies or rights of action which shall have accrued or shall thereafter accrue to IsDB under the Agreement.

7.3 Unless otherwise required by the Integrity Policy and Anticorruption Guidelines, during and twelve (12) months after the Agreement Period, the Parties shall not employ or offer employment to any of the other Party’s personnel who have been associated with the procurement and/or management of the Agreement without that other Party’s prior written consent.

# 8. Liability of the Consultant

The Consultant shall be liable to IsDB for any breach of its obligations under the Agreement. However, the Consultant's liability to compensate IsDB in respect of any damage or loss shall be limited to the total amount of the remuneration under the Agreement, provided that the liability of the Consultant shall not be subject to such limit under any indemnity, [under sections 5.2 (Ethical Conduct), 5.3 (Financing of Terrorism), 6 (Sanctionable Practices) and 13 (Data Protection)] or in the event of damage or loss suffered by IsDB as a result of gross negligence or wilful misconduct in the performance of the obligations by the Consultant or the Consultant’s Personnel.

# 9. Indemnification of IsDB by the Consultant

The Consultant shall indemnify and hold harmless IsDB against all claims, actions, proceedings, demands and costs, including legal fees and expenses in connection therewith, arising as a result of any infringement by the Consultant in the course of performing the Services of any copyright, patented invention, article, design or proprietary process or other intellectual property right of any third party.

Provided that the Consultant shall not be liable to indemnify IsDB in respect of any claim if the infringement of any right of third parties was the direct result of instructions given by IsDB in writing.

# 10. The Consultant's Personnel

10.1 The Consultant shall provide qualified and experienced persons as are required to carry out the Services, and such Consultant’s Personnel, unless already approved by IsDB and designated by name in the SCA, shall be subject to the approval of IsDB.

10.2 The titles agreed job description and minimum qualifications and experience of Consultant’s Personnel to be assigned for carrying out the Services are stated in the SCA. Insofar as any Consultant’s Personnel required for performing the Services have not been approved by IsDB at the time hereof, the Consultant shall submit to IsDB for review and approval a copy of their biographical data (with supporting documents, if so, required by IsDB). All requests for approval of assignment of Consultant’s Personnel for carrying out the Services shall be submitted to IsDB at least one (1) month before the date when the proposed assignment is to take effect.

10.3 The Consultant shall inform its Personnel that they are not agents or employees of IsDB, and that they shall not represent themselves as such.

10.4 Replacement or Removal of Consultant’s Personnel:

1. Should it become necessary for the Consultant to replace any of the Consultant’s Personnel, the Consultant shall, after obtaining the approval of IsDB for such replacement, arrange for substitute Consultant’s Personnel with equivalent or better qualifications and experience. The cost of such replacement shall be borne by the Consultant.
2. IsDB may instruct the Consultant to remove and/or replace any of the Consultant’s Personnel, stating in such instruction the reason, therefore. If the Consultant’s Personnel to be removed or replaced is guilty of misconduct, or if IsDB has reasonable cause to be dissatisfied with the performance of such Consultant’s Personnel, the costs relating to his repatriation and to his replacement shall be borne by the Consultant.

# 11. Obligations of IsDB

11.1 Where applicable, IsDB shall appoint counterpart IsDB Personnel for helping the Consultant carry out its obligation hereunder. The name(s) of such IsDB Personnel shall be provided in the SCA.

11.2 Where applicable, IsDB shall furnish without charge and within a reasonable time all pertinent data and information available to it relating to the Services and shall give such assistance as shall reasonably be required by the Consultant for carrying out its duties under the Agreement. However, if any decisions are required to be made by IsDB in the course of the Services, such decisions shall be made within a reasonable time so as not to Delay or disrupt the Services.

# 12. Indemnification of the Consultant by IsDB

IsDB shall indemnify the Consultant and hold it harmless against any claims by third parties, costs, including legal fees and expenses, suffered or incurred by the Consultant as a result of any gross negligence or wilful misconduct on the part of IsDB or IsDB Personnel.

1. Data Protection
   1. The Consultant acknowledges that it has been supplied with, or has access to, the Data Privacy Guidelines. Words and expressions defined in the Data Privacy Guidelines shall bear the same meanings respectively in this section.
   2. The Consultant and IsDB acknowledge that for the purposes of the Data Privacy Guidelines, IsDB is the Data Controller and the Consultant is the Data Processor.
   3. The scope, nature and purpose of the processing by the Consultant, the duration of the processing and the types of Personal Data are as set out the Agreement Documents.
   4. The Consultant shall, in relation to any Personal Data processed in connection with the Agreement (IsDB Personal Data):
      1. process that Personal Data only on written instructions of IsDB;
      2. keep the Personal Data confidential;
      3. comply with all applicable data protection laws and the Data Privacy Guidelines (as stated in section 4.8 of the Data Privacy Guidelines);
      4. comply with IsDB's reasonable instructions with respect to processing Personal Data;
      5. not do anything which shall damage the reputation of IsDB or IsDB’s relationship with the Data Subjects.
      6. not transfer any Personal Data except in accordance with section 4.7 of the Data Privacy Guidelines;
      7. take reasonable steps to ensure the reliability and of the Consultant’s Personnel and that they are familiar with the Data Privacy Guidelines;
      8. assist IsDB in responding to any Data Subject access request and to ensure compliance with its obligations under the Data Privacy Guidelines with respect to security;
      9. notify IsDB without undue delay upon becoming aware of a data breach affecting IsDB Personal Data in accordance with the Data Privacy Guidelines (section 4.12), providing IsDB with sufficient information to allow the IsDB to meet any obligations to report or inform Data Subjects of the data breach;
      10. co-operate with IsDB and take reasonable commercial steps as are directed by IsDB to assist in the investigation, mitigation and remediation of each data breach affecting IsDB Personal Data; and
      11. promptly and in any event within seven (7) business Days of the date of cessation of any Services involving the Processing of IsDB Personal Data, delete and procure the deletion of (or return to IsDB) of all IsDB Personal Data (and copies thereof) and provide written certification to IsDB that it has fully complied with this obligation.
   5. The Consultant shall ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
2. Force Majeure
   1. The failure of a Party to fulfill any of its performance obligations hereunder shall not be considered to be a breach of, or Default under, the Agreement insofar as such failure arises from an event of Force Majeure, and provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the Services in accordance with the terms and conditions of the Agreement.
   2. A Party affected by a Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of Delay.
   3. A Party affected by a Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) Days following the occurrence of such event. The Party affected by a Force Majeure shall also provide (i) evidence of the nature and cause of such event, (ii) its expected duration, and (iii) the impact it will have on the performance of the Agreement. The Party affected by a Force Majeure shall give notice to the other Party of the restoration of normal conditions as soon as possible.
   4. The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure.
   5. Any period within which a Party is required by the Agreement to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, provided that such Party has provided notice as required by this section and in accordance with the Section on notices hereunder.

# 15. Termination

15.1 Termination for Convenience: IsDB may terminate the Agreement, in whole or in part, if it determines, in its sole and absolute discretion, that a termination is in its best interests. In order to terminate the Agreement, IsDB shall send the Consultant a written termination notice at least ten (10) working Days prior to the intended date of termination. Notice of such termination shall state that termination is for IsDB's convenience. The notice shall also state the extent to which performance of Services under the Agreement is terminated, and the termination date. Unless otherwise instructed by IsDB, the Consultant shall stop work immediately upon receiving the termination notice and follow the instructions and directions of IsDB. In the event of a termination for convenience by IsDB, the Consultant shall be entitled to be paid for Services properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with Services not performed. The Consultant shall also be paid for unavoidable direct costs, actually incurred by the Consultant, and directly related to the termination. The Consultant shall not be allowed, and expressly waives, payment for profit on the Services of part thereof, or otherwise expected by the Consultant in relation thereto, that were not performed as of the termination date.

15.2 Termination for Force Majeure: The Consultant may terminate this Agreement, by not less than ten (10) working Days written notice sent to IsDB if: (i) as the result of a Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) Days; or (ii) in the event the Consultant reasonably determines it is unable to continue to perform the Services due to a change in applicable law prohibiting it from providing such Services; or (iii) the Consultant is required to do so to comply with applicable laws, regulations or professional standards. IsDB may terminate this Agreement for Force Majeure, by not less than ten (10) business Days written notice sent to the Consultant if: (i) as the result of a Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) Days; or (ii) in the event IsDB is required to do so to comply with applicable laws, regulations or professional standards. In the event of a termination for Force Majeure, the Consultant shall be entitled to be paid for the Service properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with Services not performed. The Consultant shall not be allowed, and expressly waives, payment for profit on the Services or part thereof, or otherwise expected by the Consultant in relation thereto, that were not performed as of the termination date.

15.3 Termination for Default: If the Consultant fails in any material respect to provide the Services in accordance with the terms and conditions of the Agreement and those specified in the SCA; or if the Services do not conform to the requirements under the Agreement; or if the Consultant becomes insolvent or unable to meet its payment obligations towards other parties when due, or breaches any material obligation under the Agreement, IsDB shall give the Consultant a written notice describing the instances of Default and giving the Consultant a reasonable opportunity to cure. If the Consultant does not cure the Default within the period specified in the written notice, IsDB may, without prejudice to any other rights or damages available to it by law, terminate the Agreement for Default by written notice, specifying the reason for the Default, the portion(s) of the Agreement Defaulted and the effective date of Default.

15.4 If the Consultant is in breach of the provisions of the Agreement on Sanctionable Practices, ethical conduct or financing of terrorism, the Agreement shall be subject to immediate termination for Default upon written or oral notice to the Consultant.

15.5 In the event of a termination for Default, The Consultant shall be entitled to be paid for Services properly performed by the Consultant and accepted by IsDB prior to the effective date of termination, provided, however, that such payment shall not exceed the total Agreement Price after adjustment to account for the price associated with work not performed The Consultant shall not be allowed, and expressly waives, payment for profit on the Services or part thereof, or otherwise expected by the Consultant in relation thereto, which were not performed as of the termination date.

15.6 Claims for Default: Any claim for damages on the ground of Default in the performance of the Agreement or in connection with its termination shall be the subject of negotiation and agreement between the Parties in good faith and, failing such agreement, shall be referred for determination under section 24.

15.7 Rights and Liabilities of the Parties: Termination of the Agreement, for whatever reason, shall not prejudice or affect the accrued rights or claims of either Party to the Agreement against the other .Without prejudice to any other rights or remedies that IsDB may have as provided in the aforementioned clauses, if any Services are not provided in accordance with, or the Consultant fails to comply with, any terms of the Agreement, IsDB shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

1. To refuse the provision of any further Services by the Consultant;
2. To require the immediate repayment by the Consultant of all sums previously paid by IsDB to the Consultant under the Agreement;
3. To require the Consultant, without charge to IsDB, to carry out such additional work as is necessary to correct the Consultant’s failure; and
4. In any case, to claim such damages as it may have sustained in connection with the Consultant’s breach(es) of the Agreement.

15.8 On termination of the Agreement for any reason, the Consultant shall immediately deliver to IsDB:

1. All in-put material and all copies of information and data provided by IsDB to the Consultant for the purposes of the Agreement. The Consultant shall certify to IsDB that it has not retained any copies of in-put material or other information or data; and
2. All specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All intellectual property rights in such materials shall pass to IsDB in accordance with this Agreement.

# 16. Remuneration of the Consultant

16.1 In consideration of properly performing the Services and its other obligations under the Agreement, and acceptance thereof by IsDB, the Consultant shall be remunerated by IsDB in accordance with the conditions and schedule of remuneration and payments set forth in the SCA, and subject to the provisions of section 17. The amounts specified in the SCA shall include all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultants in connection with the Agreement. In addition to the specifics stated in the SCA, the applicable remuneration terms shall apply in line with the CPP:

1. Lump Sum Fee – if chosen under the SCA, it means that the Consultant’s total remuneration shall be a fixed lump sum including all Personnel costs, subcontractors’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant (including the Consultant’s Personnel) in providing the Services.
2. Lump Sum Fee Plus Reimbursable Expenses - if chosen under the SCA, it means that the Consultants’ total remuneration shall not exceed the Agreement Price identified under the SCA and shall consist of (i) a fixed lump sum fee including all the Consultant’s Personnel costs; plus (ii) reimbursable expenses actually and reasonably incurred by the Consultant and/or its Personnel, in the performance of the Services. The reimbursable expenses shall comply with the provisions of section 16.2 and CPP. Payments of the reimbursable expenses will be made to the Consultant upon receipt and acceptance of the Deliverables and Services stated in the SCA.
3. Time-Based – if chosen under the SCA, it means that the remuneration for the Consultants’ Personnel shall be determined on the basis of the time actually spent by such Personnel in performing the Services, at the rate(s) per man/month, Day, or hour stated in the SCA. In addition, the Consultant shall be paid for reimbursable expenses

actually and reasonably incurred by the Consultant in the performance of the Services, in line with the provisions of section 16.2.

* 1. Reimbursable Expenditures - For any reimbursable expenditures applicable under section 16.1 (b) or (c), these shall consist of and be limited to normal and customary expenditures for official travel approved in advance by IsDB including, but not limited to, accommodation, transportation, printing, and telephone charges. Such expenses will be reimbursed at cost without mark-up or interest upon presentation of a documented statement of expenses (including timesheets as applicable verifying time actually spent). Payments for reimbursable expenditures will be made to the account of the Consultant listed on its invoice and shall not exceed the maximum specified in the SCA, as applicable.
  2. The maximum amount for reimbursable expenses may only be increased above the amount stated in the SCA if the Parties have agreed to additional payments in writing.

# 17. Performance Guarantee and Advance Payment Guarantee

17.1 Performance Guarantee: Unless otherwise provided in the SCA, upon signing the Agreement, and prior to commencement of the Services, the Consultant shall provide IsDB with an independent, irrevocable and unconditional performance bank guarantee payable on first demand in the amount of ten percent (10%) of the Agreement Price. The performance bank guarantee shall be in the format and from a bank acceptable to IsDB. The performance guarantee shall be valid for the duration of completion of the Services and Deliverables and Final Acceptance thereof by IsDB.

17.2 Should the Consultant be unable to provide a performance bank guarantee in accordance with section 17.1, IsDB shall, alternatively, retain ten percent (10%) of the Agreement Price from the Consultant’s first duly issued invoice as a performance security until the completion of the Services and Deliverables and Final Acceptance thereof by IsDB.

17.3 Advance Payment: In case the Consultant requires advance payment (payment before or upon signing the Agreement and prior to delivering any part of the Services to IsDB), it shall provide IsDB with its invoice for advance payment supported by an independent, irrevocable and unconditional advance payment bank guarantee payable on first demand and must be in the same amount of the advance payment. The guarantee must be in the form and from a bank acceptable to IsDB. The advance payment bank guarantee shall remain valid until the amount of the advance payment is fully recovered from the payments due to the Consultant. Unless otherwise exceptionally approved by IsDB and provided in the SCA, the advance payment and the related guarantee shall not be for more than twenty percent (20%) of the Agreement Price.

17.4 FOR THE AVOIDANCE OF DOUBT, AND NOT WITHSTANDING ANYTHING STATED TO THE CONTRARY IN THE AGREEMENT, THE PARTIES MAY AGREE UNDER THE SCA THAT NO PERFORMANCE GUARANTEE OR RETENTION OF CONSULTANT’S PAYMENTS UNDER SECTION 17.1 AND SECTION 17.2 MAY BE REQUIRED IF THE AGREED PAYMENT SCHEDULE UNDER SCA IS SUCH THAT THE CONSULTANT SHALL BE PAID AGAINST THE COMPLETION AND DELIVERY OF CLEARLY DEFINED MILESTONES/DELIVERABLES AND/OR PROGRESS

STAGES OF THE SERVICES AND ACCEPTANCE THEREOF BY ISDB, PROVIDED, HOWEVER, THAT SUCH AN ARRANGEMENT SHALL NOT IN ANY MANNER PREJUDICE THE CONSULTANT’S LIABILITY AND RESPONSIBILITY TOWARDS ISDB FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF, AND ISDB’S CORRESPONDING RIGHT TO CLAIM FOR DAMAGES IN RELATION THERETO.

# 18. Payment and Invoicing

18.1 Subject to the provisions of sections 16 and 17, the Consultant shall submit its invoice(s) within thirty (30) Days of the completion of the agreed milestones, the Services and/or Deliverables’ progress stages specified in under the SCA.

18.2 The Consultant shall submit its invoices, together with all the supporting documentation to the User Unit or to the CPD at IsDB’s designated address provided in the SCA.

18.3 Each individual Invoice and its supporting documentation must be combined and submitted as a single file; and (c) Invoice shall be submitted in .pdf or .tif, file format only,

18.4 Invoices shall contain at least the following information:

1. Purchase Order No. (to be provided);
2. The Consultant Invoice Number reference;
3. The Consultant Invoice date;
4. Description of the Services invoiced, quantity, unit price, currency, and extended totals; and
5. Payment advice information required to ensure unencumbered payment (including, but not limited to ACH, wire transfer, remittance bank information, account number, etc).
   1. Each invoice shall be accompanied by such data as IsDB may require substantiating the Consultant's right to payment, such as time sheets, copies of invoices and requisitions from sub-contractors, if applicable, and material suppliers, or User Unit’s acceptance.
   2. Each invoice along with its supporting documentation shall be sent as a single email attachment in PDF or TIF file format, only; without combining multiple invoices in a single email attachment or sending non-PDF/TIF invoices to avoid rejection and/or Delays in payment processing. The payment due date will be calculated based on the date of receipt by the IsDB of a proper invoice.
   3. In the event that supplementary services, in addition to those provided for in the SCA , are required as a result of alterations or modifications to the Services or the schedule of performance thereof, specifically requested by IsDB in writing and agreed with the Consultant, or in the event of Delay in performance of the Services due to circumstances beyond the control of the Consultant and which could not reasonably have been foreseen by it, the Consultant shall, insofar as it has incurred any extra costs, receive additional remuneration computed either on time basis or as may be otherwise agreed between IsDB and the Consultant, together with any reimbursable expenses incurred. The Consultant shall also be entitled to additional remuneration on the aforesaid basis in respect of any additional services not covered by SCA which are necessarily incidental to termination of the Agreement other than termination for breach by the Consultant of any part of its obligations under the Agreement.
   4. Subject to sections 16 and 17, IsDB shall make payment on undisputed amounts within thirty (30) Days of the receipt of a correct invoice in accordance with the payment schedules and in the manner set forth in the SCA.
   5. If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by IsDB, the latter shall inform the Consultant within fifteen (15) Days of receiving

the invoice stating the reasons for disputing or questioning such item or items of the invoice. Payment by IsDB of the undisputed item or items of the invoice shall not be withheld on grounds that any other item is disputed or subject to question.

* 1. IsDB shall be entitled to deduct from the Consultant’s remuneration (and any other sums) due to the Consultant any sums that the Consultant may owe to IsDB at any time.

1. Assignment

The Consultant shall not without prior written consent of IsDB assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, other than the assignment to the Consultant's bankers of any monies due or to become due.

1. Partnerships
   1. Should the Consultant be a partnership and at any time take an additional partner or partners, he/she or they shall be deemed to be included in the expression the “Consultant”.
   2. Should the Consultant be a partnership, the Agreement shall not be affected by the death or withdrawal of one or more members of the partnership.
2. Notices
   1. Any notice, including without limitation any notification, claim, or request for consent, approval or authorization, required or permitted to be given or made pursuant to the Agreement, shall be in writing addressed to the Authorized Representatives of the Parties identified in the SCA and shall be deemed to have been duly given or made when (i) sent by registered or certified mail, fax or email at the addresses specified in the SCA; or (ii) transmitted by any other means if and when receipt is acknowledged by the Authorized Representatives of the Parties. No authorization, approval or consent required under the Agreement shall be effective unless and until given in writing by the Authorized Representatives of the Parties.
   2. Notice will be deemed to be effective as follows:
      1. In the case of personal delivery or registered mail, on delivery; and
      2. In the case of notices sent by fax or official email or similar means, upon successful transmission to the Party in accordance with the contact details specified in the SCA or on the notice’s effective date, whichever is later.
   3. A Party may change its address for notices hereunder by giving the other Party notice of such change pursuant to this Section.

# 22. Language

The Agreement has been executed in the English language, which shall be the binding and controlling language for communication between the Parties and the language according to which the Agreement is to be construed and interpreted. Notices pertaining to the Agreement that the Parties exchange shall likewise be in English.

# 23. Applicable Law

Unless otherwise specified in the SCA, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Dubai International Financial Centre (DIFC) Laws and Regulations, subject to the privileges and immunities accorded to IsDB under the Articles of Agreement and the relevant Host Country Agreement.

1. Settlement of Disputes
   1. The Parties shall exert efforts to amicably resolve by mutual consultation (including through alternative dispute resolution procedures as may be agreed to by the Parties) any dispute, difference or controversy arising between them in connection with or the breach thereof (including any question regarding its existence, validity or termination) within fifteen (15) Days of either Party's notice of the dispute to the other. During this period, the User Unit, in consultation with CPD, and the Consultant's Personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating it to their respective supervisors/management. Otherwise, the dispute shall be escalated to the appropriate authorities of the Parties for an amicable resolution within fifteen (15) Days.
   2. After the initial thirty (30) Day-period under section 20.1, the Parties shall consider referring unresolved disputes for settlement to mediation, unless IsDB considers the dispute not suitable for mediation or the Consultant 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.
   3. Should efforts to resolve disputes under the preceding Sections fail within the periods specified above, or such further period as the Parties shall agree in writing, 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 final resolution by arbitration. The decision of the arbitrator shall be final and binding on the Parties. The award of costs incidental to the proceedings shall be at the discretion of the arbitration tribunal.
   4. Unless otherwise specified in the SCA:
      1. The Arbitration Rules of the DIFC-LCIA Arbitration Centre in force upon commencement of arbitration shall apply and shall be deemed to be incorporated by reference into this Section;
      2. The language to be used in the mediation and in the arbitration, shall be English;
      3. The number of arbitrators shall be one (1);
      4. The seat, or legal place, of arbitration shall be Dubai, United Arab Emirates; and (e) Each party shall pay its own costs.
   5. Notwithstanding unresolved disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Services.
2. Changes and Modification

The terms and conditions of the Agreement, including the scope of Services, schedule or Agreement Price, may be modified only by written agreement of the Parties and shall not be effective until the written consent of IsDB has been obtained. The written agreement of the Parties, which may be trough exchange of letters, must clearly stipulate the contemplated change or modification.

1. Privileges and Immunities of IsDB

Nothing in or relating to any provision in the Agreement will be construed as constituting a limitation upon or a waiver, either expressed or implied, of any privilege or immunity enjoyed by IsDB, which privileges and immunities are specifically reserved.

1. Benefits Extend to IsDB Group Entities

The benefits of the Agreement may extend to all members of IsDB Group entities whether or not they are signatories to the Agreement. Subject to this, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, or give rise to any third party rights under the DIFC Contract Law 2004 (and all analogous legislation worldwide) to enforce any term of this Agreement.

1. Taxes
   1. All forms of taxes, duties, levies, withholdings, charges and/or other monetary obligations or impositions to which the Consultant may be subject due to the Services it provides under the Agreement shall be solely borne by the Consultant and are deemed included in the Agreement Price.
   2. IsDB acknowledges and assures that it is exempt from any obligation for the payment, withholding or collection of any tax or duty within its member countries, including the country of IsDB Premises identified in the SCA. However, if any such obligation arises (before and/or after signing of the Agreement), IsDB undertakes to pay the Consultant the full amount of any fees agreed upon and due to the Consultant in accordance with the terms of the Agreement.
2. Use of IsDB Name or Logo

The Consultant shall not, without prior written approval of IsDB, use the IsDB’s name and logo for any commercial purposes, including among the Consultant’s customer lists, and discussing the Service provided to IsDB with external parties.

# 30. Counterparts and Signatures

The Agreement shall be executed through the signature of the Agreement Form by the Authorized Representative of the Parties.

# 31. Entire Agreement

31.1 Without prejudice to section 5.7, the Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

31.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

31.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

31.4 Nothing in this section shall limit or exclude any liability for fraud.

# 32. Miscellaneous

32.1 Unless expressly provided otherwise, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

32.2 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.

32.3 The Consultant confirms it is acting on its own behalf and not for the benefit of any other person.

32.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

32.5 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32.6 Each Party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement

# 33. Entry into Force

The Agreement shall come into force and effect on the date specified in the Agreement Form and SCA.

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1. [*Delete in case no association or Joint Venture is proposed.*] [↑](#footnote-ref-2)
2. The relevant agreement must identify the lead Joint Venture partner or associate and specify the lead firm’s authority to sign for, and on behalf of, the Joint Venture or association. For Joint Ventures, the Joint Venture agreement must include an undertaking of joint and several liability by each Joint Venture partner [↑](#footnote-ref-3)
3. \* ‘Close relative’ for this purpose is defined in Section 4 of this RFP. [↑](#footnote-ref-4)
4. This CV can be signed by a senior representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the IsDB prior to the commencement of contract negotiations. [↑](#footnote-ref-5)
5. These GCA do not apply to individual consultants for which separate documentation must be used. 2 Please insert the general area of expertise in which the Consultant is hired to advise IsDB. [↑](#footnote-ref-6)
6. Changing the governing law from the one provided under GCA requires IsDB Legal Department’s clearance. [↑](#footnote-ref-7)
7. Changing anything in the dispute settlement provisions of GCA requires IsDB Legal Department’s clearance. [↑](#footnote-ref-8)
8. The purpose of Service Request is to document the final agreement of the Parties in relation to the contemplated Services. Therefore, the Service Request should be issued by IsDB and accepted by the Consultant only after the Parties have negotiated and agreed on all the details of the engagement. [↑](#footnote-ref-9)
9. The payment schedule must be prepared in light of the provision of sections 16 and 17 of the GCA. [↑](#footnote-ref-10)
10. Available at[: https://www.isdb.org/who-we-are/integrity/integrity-guidelines-and-policies](https://www.isdb.org/who-we-are/integrity/integrity-guidelines-and-policies)  [↑](#footnote-ref-11)