Protected

Request for Proposal

On

BCC2026-047

Consulting Services

For

Business Continuity Management Program Development & Enhancement

Islamic Development Bank

September 2026

LETTER OF INVITATION

21 September 2026

Business Continuity Management Program Development and Enhancement

1. The Islamic Development Bank (IsDB) has approved an administrative budget for financing consulting services for the above project. IsDB will select and engage the Consultants in accordance with the IsDB Corporate Procurement Policy (Policy).

2. IsDB now invites Proposals to provide the consulting services (Services) as described in the Terms of Reference. The firm will be selected using *Quality and Cost Based Selection (QCBS)* following the procedures in this Request for Proposal (RFP).

4. The RFP includes the following documents:

Letter of Invitation (LOI)
Section 1: Definitions
Section 2: Instructions to Consultants (ITC)
Section 3: Data Sheet
Section 4: Eligibility Requirements

Section 5: Evaluation Criteria
Section 6: Standard Forms for Proposal Submission
Section 7: Terms of Reference (TOR)
Section 8: General Conditions of Agreement
Section 9: Consultancy Services Agreement (Particular Conditions of Agreement)

Yours sincerely,

Tarek Wassal
Procurement Manager
Administrative Services Department

SECTION 1 DEFINITIONS

"IsDB" means **"Islamic Development Bank".**

"IsDB Corporate Procurement Policy" is IsDB's policy that sets out the general principles governing corporate procurement of IsDB. For details, please refer to www.isdb.org.

"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".**

"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 location other 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" standards 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".

"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 that requires 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".

"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.

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

"Shortlisted Consultant" means the firms and/or joint ventures invited by this RFP for submitting proposals.

“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 CONSULTANTS

1. **Selection Method -** IsDB intends to select Consultant using QCBS for providing Services to the IsDB in accordance with 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 Consultants 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.

4. **Reservation Clause -** Consultants 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 Consultants.

5. **Counterpart Support -** Where specified in the Data Sheet and at no cost to the Consultant, 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.

6. **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 which is accessible at www.isdb.org.

7. **Conflicting Activities -** Without limitation on the generality of the foregoing, Consultants (including Sub-Consultants) shall not be recruited under the circumstances set below:

(a) Conflict between consulting activities and procurement of goods, works or services: Consultants that have been engaged by IsDB to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a Consultant 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 consultant's services for such preparation.

(b) Conflict among consulting assignments: Consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant. As an example, Consultants hired to implement a project shall not be hired again to conduct post evaluation of the same project.

(c) Relationship with IsDB staff: Consultants 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.

8. **Disclosure of Conflict of Interest -** Consultants 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.

9. **Anticorruption -** IsDB's Corporate Procurement Policy requires that all IsDB staff as well as Consultants 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.

10. **Validity -** The time period during which the Consultants' Proposals must remain valid from the deadline for the submission of Proposals is indicated in the Data Sheet. During this period, Consultants shall maintain the availability of thier 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 Consultants to extend the validity period of Proposals. Consultants have the right to refuse to extend the validity of their Proposals.

11. **Eligibility –** The Consultant and all personnel proposed in the Consultant's Proposal must meet IsDB's eligibility requirements in accordance with IsDB's Corporate Procurement Policy. Details are in **Section 4 Eligibility Requirements**. Consultants must seek clarifications following instructions in 15 if the Consultants have any question on eligibility.

12. **IsDB Member Country Preference** – The Consultant should check the Data Sheet if any preference is to be given to consultants from IsDB member countries for this selection. If a preference is indicated in the Data Sheet, Section 5 shall contain evaluation criteria on how such preference will be applied in the evaluation.

13. **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.ksaprv.cloud.ariba.com/ad/selfRegistration/

14. **Clarification of RFP-** Consultants 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 to the IsDB's authorized representative whose contact details are in Data Sheet. The IsDB will respond by email. 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 shortlisted Consultants 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.

15. **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. Consultants 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 Consultants 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.

16. **Language -** The Proposal, as well as all related correspondences exchanged by the Consultants and the IsDB, shall be in Arabic, and/or English, and/or French.

17. **Compliance with RFP -** In preparing their respective Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Consultants 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.

18. **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.

a) 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.

b) 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.

c) 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.

d) 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.

19. **Proof of Status -** Prior to contract negotiations, the selected Consultant will be required to update or confirm its legal status as registered in the SAP Ariba Supplier Portal. The proof of the legal status that should be entered into SAP Ariba may include certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of the relevant country establishing the Consultant's status to conduct or transact business as a legal entity.

20. **Technical Proposal**

a) The Consultants are required to submit a Technical Proposal. The Technical Proposal shall provide the information required in the Technical Forms provided in Section 6.

b) The Consultants 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.

c) Should the Consultant 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).

21. **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.

22. **Financial Proposals -** The Consultants 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.

23. Maximum budget – Consultants must check Data Sheet whether there is an indication of maximum budget. If a maximum budget is indicated, Consultant 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.

24. Currencies - Consultants 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 Consultant is awarded a Contract.

25. 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.

26. Submission of Proposals

a) 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.

b) The Technical Proposal file shall be submitted to the email address shared in the Datasheet.

c) The Financial Proposal file shall be submitted in electronic format in PDF encrypted or password protected.

d) Financial Proposal Key/Password will be shared only with the authorized Corporate Procurement Representative separately as mentioned in datasheet.

e) The two files containing the Technical and Financial Proposals separately shall be send through email to the email mentioned in Datasheet.

f) 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.

g) 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.

27. **No Influence on Evaluation -** From the deadline for the submission of Proposals to the time the Contract is awarded, the Consultants should not contact the IsDB on any matter related to the Proposal. Any effort by Consultants to influence the IsDB in the evaluation and recommendation for award of Contract will result in the rejection of the Proposal.

28. **Evaluation of Technical Proposals -** The IsDB shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR, applying the evaluation criteria, specified in Section 5. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to a mandatory requirement of the RFP or if it fails to achieve the minimum qualifying technical score of as indicated in Section 5.

29. **Notification of Technical Evaluation Results -** After the technical evaluation is completed, the IsDB shall notify those Consultants whose Proposals did not meet the minimum qualifying technical score or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.

30. **<u>Opening of Financial Proposals</u> –** Financial Proposals shall be opened by the Consultant Selection Panel in the presence of a representative from IsDB's Group Internal Audit Department.

31. **Evaluation of Financial Proposals -** The IsDB will review the detailed content of a Financial Proposal. Financial Proposals will be reviewed to ensure they are complete (i.e. whether Consultants have priced all items of the corresponding Technical Proposal). For material omissions in remuneration, the IsDB will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price and correct any arithmetical errors. If less than the prescribed minimum person months inputs are provided, the IsDB will increase the cost of the Proposal by applying the highest remuneration rate for the personnel, as the case may be, set out in the Proposal. When correcting computational errors, in case of discrepancy between a partial amount and the total amount the partial amount shall prevail; in case of discrepancy between words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums). The ETP will be converted to US dollars in accordance with Para 26 of this Section.

(a) To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and an ETP in US dollars will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 100 Points. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$Sf = 100 \times Fm / F$$

Where: Sf is the financial score of the Financial Proposal being evaluated,
Fm is the ETP of the lowest priced Financial Proposal,
F is the ETP of the Financial Proposal under consideration.

(b) Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. The final ranking will be in a descending order of the combined total scores of each set of Technical and Financial Proposals. The total score is computed as follows:

$$S = Wt*St + Wf*Sf$$

Where:

S is the combined total score,
Wt is the weight of the technical score as indicated in Para 2 Section 5 Evaluation Criteria,
St is the technical score,
Wf is the weight of the financial score as indicated in Para 2 Section 5 Evaluation Criteria,
Sf is the financial score,

(c) The first-ranked Consultants (with the highest total combined score) will be invited to contract negotiations.

32. 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 Consultant 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 next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

33. 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 Consultant 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.

34. **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.

35. **Availability of Personnel -** Having selected the Consultant 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 Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.

36. **Conclusion of the negotiations -** Negotiations will conclude with a review of the draft Contract. To complete negotiations, the IsDB and the Consultant will sign the agreed Contract. If negotiations fail, the IsDB will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

37. **Award of Contract and Commencement of Services-** After completing negotiations, the IsDB will award the Contract to the selected Consultant and notify the other Consultants who were unsuccessful of such result. The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet unless otherwise notified by IsDB in the Notice to Proceed.

38. **Debriefing -** Consultants 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.

39. **Confidentiality -** Information relating to the evaluation of Proposals and recommendations concerning award shall not be disclosed to the Consultants 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

SR	Subject	Specifics for this RFP
1	Selection Method	QCBS
2	Client	Islamic Development Bank (IsDB)
3	Client's Authorized Representative	Wahidullah Alokozay Corporate Procurement Division Administrative Services Department
4	Client's Authorized Representative Physical Address	8111 King Khalid Road, Al Nuzlah Al Yamaniyah, Jeddah 22332-2444, KSA
5	Client's Authorized Representative telecommunication and electronic mail	Tel: +966 502116576 Email: walokozay@isdb.org
6	The deadline for Request for Clarification	**October 06, 2026**

7	Deadline for Submission	**October 13, 2026**
8	Counterpart Support	Proposal Submission and Clarification - BCC2026-047 Business Continuity Management Program Development & Enhancement 2f2e352e.isdb.org@emea.teams.ms
9	Proposal Submission	Proposal Submission and Clarification - BCC2026-047 Business Continuity Management Program Development & Enhancement 2f2e352e.isdb.org@emea.teams.ms
10	Financial Proposal Submission	The Financial Proposals shall be submitted as a separate, password protected file. The Consultant will be requested to provide the password by email to walokozay@isdb.org at the time of the financial opening / upon request from the Client. Only Financial Proposals of Consultants who achieve the minimum technical qualifying score (75 points) will be opened.
11	Validity	120 days
12	IsDB Member Country Preference	N/A
23	Maximum Budget	N/A
24	Exchange Rates	a. The single currency for the conversion of the all prices expressed in various currencies into a single one is USD. b. the date of the exchange rate is 13 October 2026
35	Expected Date of Contract Negotiations	01/11/2026
316	Expected Date of Commencement of Services	01/12/2026

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.

2. Specific Eligibility Requirements for Consultants

2.1. IsDB prefers to hire consultants from Member Countries. When such preference is to be applied in selecting consultants, the invitation for expression of interest and/or the request for proposals shall define how such preference will be applied in the selection process.

2.2. Consultants must be competent and qualified for the work they are hired to perform.

2.3. Consultants must be medically fit for their assignments, including any travel.

2.4. 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 can be hired as consultant by IsDB.

2.5. Human Resources Management Department (HRMD) clears proposals to engage former Bank personnel for the first time as consultants to be contracted by the Bank.

2.6. Former Bank personnel normally shall not be contracted by Bank as consultant for an assignment longer than six (6) months.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

SECTION 5 EVALUATION CRITERIA

1. Technical Evaluation Criteria

The Technical Proposal shall be evaluated against the criteria below. The evaluation will focus on the Consultant's demonstrated experience, proposed approach, and qualifications of the proposed key personnel relevant to the requirements of this assignment.

A. Relevant Firm Experience

The Consultant shall complete the following table by indicating **"Yes" or "No"** and providing supporting evidence for each requirement.

No.	Relevant Experience / Requirement	Yes/No	Evidence / Remarks
1	Experience in BCM Program assessment or maturity assessment		

No.	Relevant Experience / Requirement	Yes/No	Evidence / Remarks
2	Experience in developing or enhancing BCM Policy, Governance or Framework		
3	Experience in developing or enhancing BIA methodology and/or BIA		
4	Experience in developing or enhancing BCM Risk Assessment methodology and/or assessment		
5	Experience in developing or enhancing Business Continuity Plans (BCPs)		
6	Experience in Crisis Management and/or Emergency Response arrangements		

No.	Relevant Experience / Requirement	Yes/No	Evidence / Remarks
7	Experience in IT Disaster Recovery / IT Service Continuity		
8	Experience in BCM exercises, tabletop exercises and/or BCP drills		
9	Experience in BCM awareness, training and/or CMT training		
10	Experience in BCM performance monitoring, management review and continuous improvement		
11	Experience supporting ISO 22301 implementation, readiness and/or certification		

No.	Relevant Experience / Requirement	Yes/No	Evidence / Remarks
12	Experience with large, complex, international, financial or development organizations		

For each **"Yes"** response, the Consultant shall provide sufficient supporting evidence, including the **client's name, project name, year, scope of services, Consultant's role, etc**. Unsupported claims may not be considered for evaluation.

B. Technical Approach and Methodology

The Consultant shall provide a concise approach demonstrating:

1. Understanding of the assignment objectives and requirements.

2. Proposed methodology for delivering the required BCM activities and deliverables.

3. Approach to phased implementation and mobilization, recognizing that IsDB may proceed with one or more phases based on its requirements, approvals and available budget.

4. Proposed work plan, resources, stakeholder engagement and knowledge transfer arrangements.

The evaluation will be based on the clarity, practicality and alignment of the proposed approach with the ToR.

C. Key Personnel Qualifications and Experience

The Consultant shall propose key personnel with relevant qualifications and demonstrated experience in BCM, organizational resilience and ISO 22301, as applicable to their proposed roles.

The evaluation shall consider:

- Relevant professional qualifications and certifications.
- Years of relevant BCM/organizational resilience experience.
- Experience in assignments of similar scope and complexity.
- Relevant ISO 22301 implementation /certification experience.
- Experience with large, complex, international, financial or development organizations.

Technical Qualification

Note: The Consultant's engagement shall follow a minimum 70% onsite and 30% remote work arrangement.

The minimum technical qualifying score shall be **75 out of 100 points**. Only Consultants achieving the minimum technical score will proceed to financial evaluation.

Phased Implementation: The assignment will be implemented on a phased basis. Contract award does not constitute a commitment by IsDB to proceed with all phases. IsDB may initiate one or more phases subject to its requirements, approvals and available budget.

2. **Weight Distribution in Final Score:**

   2.1 Technical Proposal: 70%

   2.2 Financial Proposal: 30%

3. **IsDB Member Country Preference:** Not applicable (N/A)

SECTION 6. STANDARD FORMS FOR PROPOSAL SUBMISSION

[Instructions to Consultants: *Comments in brackets* [ ] *provide guidance to the 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 Consultant's Organization and Experience

TECH-3 Description of the Approach, Methodology and Work Plan

TECH-4 Curriculum Vitae (CV) for Proposed Professional Experts

TECH-5 Personnel Schedule

TECH-6 Work Schedule

6.2 Standard Forms for Financial Proposals

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Financial Proposal

FIN-3 Remuneration

FIN-4 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 sealed under a separate envelope.

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] Attached is the following documentation: [Joint Venture Agreement or letters of association][2]

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.

---

[1] [*Delete in case no association or Joint Venture is proposed.*]

[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

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 Consultant's Organization and Experience

1. Consultant's Organization

Item	Information
Consultant's Name	
Year Established	
Head Office	
Relevant Regional Offices	
Core Areas of Expertise	
Relevant BCM / Resilience Practice	

Organizational Structure / Relevant Team	

2. Relevant Firm Experience

Provide details of assignments demonstrating the Consultant's relevant experience. Only experience supported by sufficient information and evidence may be considered for evaluation.

No.	Client / Organization	Assignment / Project	Country	Year	Relevant Scope of Services	Consultant's Role	Evidence / Reference
1							
2							
3							

4							
5							

Evidence may include: client reference, completion certificate, contract extract, purchase order, client confirmation, or other verifiable documentary evidence.

3. Experience Relevant to the Assignment

No.	Relevant Experience Area	Number of Projects.	Client / Organization	Year	Brief Description
1	BCM Program / Maturity Assessment				
2	BCM Policy, Governance / Framework				
3	BIA Methodology / BIA				

4	BCM Risk Assessment				
5	Business Continuity Plans (BCPs)				
6	Crisis Management / Emergency Response				
7	IT Disaster Recovery / Service Continuity				
8	BCM Exercises / Testing / Drills				
9	BCM Awareness / Training / CMT Training				
10	BCM Monitoring / Continuous Improvement				

11	ISO 22301 Implementation / Readiness / Certification				
12	Large / Complex / International / Financial / Development Organizations				

4. Detailed Reference Projects

#	Project name	References / person name	Email \ mobile
1			
2			

Firm's Name: ____

Form TECH- 3 Description of Approach, Methodology and Work Plan for Performing the Assignment

The Consultant shall provide a concise proposal demonstrating a clear understanding of the assignment and a practical approach aligned with the Terms of Reference.

1. Technical Approach and Methodology

No.	Required Area	Consultant's Response
1	Understanding of the assignment objectives, scope and key requirements	
2	Proposed BCM methodology and approach for delivering the required activities and deliverables	
3	Approach to phased implementation, including mobilization and sequencing of activities	

4	Approach to stakeholder engagement, coordination and management reporting	
5	Knowledge transfer, capacity building and sustainability approach	
6	Key assumptions, dependencies and implementation considerations	

3. Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

4. Team and Resource Deployment

Note: The Consultant's engagement shall follow a minimum 70% onsite and 30% remote work arrangement.

Note: The proposed approach, methodology and work plan shall be consistent with TECH-5 and TECH-6 and shall reflect the phased nature of the assignment. IsDB may instruct one or more phases subject to its requirements, approvals and available resources.

Form TECH- 4 Curriculum Vitae (CV) for Proposed International or National Experts

CURRICULUM VITAE FOR PROPOSED KEY PERSONNEL

One CV shall be submitted for each proposed key personnel.

1. Expert Profile

Item	Information
Proposed Position *(only one candidate shall be nominated for each position)*	
Name	

Proposed Role in the Assignment	
Name of Firm *(Insert name of firm proposing the expert)*	
Nationality	
Total Years of Professional Experience	
Years of Relevant BCM / Resilience Experience	
ISO 22301 Experience / Certification	
Other Relevant Certifications	

Academic Qualifications *(Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment)*	
Languages	
Date of birth	

2. Expert Record

Period	Employer / Organization	Position	Relevant Responsibilities
From dd/mm/yyyy			

to dd/mm/yyyy			

3. Expert Experience Relevant to Proposed Role

Evaluation Area	Evidence / Description
BCM / Organizational Resilience	
ISO 22301	
Similar Scope and Complexity	
Large / Complex / International / Financial / Development Organizations	

Assignment-specific Responsibilities	

4. Expert Declaration

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* 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 for me in the Personnel Schedule in Form TECH-5 provided team 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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

____ Date: ____________

____

[Signature of expert or authorized representative of the firm][3] *Day/Month/Year*

Full name of authorized representative: ____

Form TECH- 5 Personnel Schedule

The Consultant shall indicate the proposed deployment of each key personnel by phase / Activates

* Input may be expressed in person-days or person-weeks, as applicable.

____

Form TECH-6 Work Schedule

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as IsDB approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

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 amount(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-2: Summary of Financial Proposal

The Financial Proposal shall be submitted on a fixed-cost, deliverable-based basis.

The Consultant shall provide a fixed cost for each Phase, further broken down by the individual deliverables within each Phase, as follows:

Phase	Deliverable	Fixed Cost	Currency
Phase 1 – BCM Program Review and Current State Assessment	BCM Program Review Report		
	ISO 22301 Gap Analysis Report		
	Recommendations for subsequent phases of the BCM Program Enhancement		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		
Phase 1 Total			

Phase	Deliverable	Fixed Cost	Currency
Phase 2 – Business Continuity Foundations Validation and Enhancement	BCM Governance Documents		
	BIA Methodology		
	BIA Report		
	Risk Assessment Methodology		
	Risk Assessment Report		
	BCM Strategy		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		

Phase	Deliverable	Fixed Cost	Currency
Phase 2 Total			
Phase 3 – Business Continuity Planning Enhancement	Business Continuity Plans		
	Emergency Response Plans		
	Crisis Management Plan		
	IT Disaster Recovery Plan		
	Departmental and Regional Hubs Business Continuity Plans		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		

Phase	Deliverable	Fixed Cost	Currency
Phase 3 Total			
Phase 4 – Training and Awareness	Training and Awareness Session Materials		
	Workshop Reports		
	Three-Year Awareness Plan		
	Knowledge Transfer Documentation		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		
Phase 4 Total			

Phase	Deliverable	Fixed Cost	Currency
Phase 5 – Testing and Drills	Exercise and Drill Scenarios		
	Exercise and Testing Reports, including After-Action Review and Lessons Learned		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		
Phase 5 Total			
Phase 6 – Management Review and Continuous Improvement	Management Review Framework, including documented procedure, input templates and Terms of Reference for management review sessions		
	Management Review Report		

Phase	Deliverable	Fixed Cost	Currency
	Three-Year BCM Program Improvement Roadmap		
	Management Briefing and Presentation Session to DGCS and the BCM Standing Committee		
Phase 6 Total			
Phase 7 – ISO 22301 Certification	Certification Readiness Report		
	Support during Certification Audit		
Phase 7 Total			
TOTAL FIXED COST			

Financial Proposal Conditions

1. The proposed price shall be **fixed and inclusive of all costs** required for the completion and delivery of the respective Phase and its deliverables, including professional fees, travel, accommodation and other related expenses.

2. For **Phase 5**, IsDB will bear the costs associated with the execution of drills and exercises, as specified in the ToR.

3. Any costs expressly identified in the ToR as being borne by IsDB shall be excluded from the Consultant's proposedprice.

FIN-3: Remuneration

The assignment is a **fixed-cost, deliverable-based engagement**; therefore, individual consultant remuneration rates, working days and person-day calculations are not required. For the team composition we expect the consultant to propose ..Team Leader – an expert in the business continuity management, supported by experts in the relevant area of expertise

FIN-4: Other Expenses

All Consultant-related expenses shall be included in the fixed cost for the relevant Phase and deliverables, except for costs expressly identified in the ToR as being borne by IsDB.

Appendix (C): Remuneration and Payments

1. Payment for each Phase shall be made upon **completion and acceptance of all deliverables associated with that Phase**, in accordance with the approved payment schedule.
2. IsDB shall only be liable for payment for the **Phase(s) formally instructed by IsDB** and completed and accepted by IsDB.

3. Contract award does not constitute a commitment by IsDB to proceed with all Phases. IsDB may initiate one or more Phases subject to its requirements, approvals and available resources.
4. The Consultant shall have no entitlement to payment for any Phase that has not been formally instructed by IsDB.

SECTION 7. TERMS OF REFERENCE

I. Introduction

The Islamic Development Bank Group (IsDBG) is a multilateral development institution established in 1975 to promote economic development and social progress across its member countries and Muslim communities worldwide. Headquartered in Jeddah, Saudi Arabia, the Group comprises IsDB, IsDBI, ICIEC, ICD, and ITFC, and operates through a network of 10 Regional Hubs that support the delivery of its development mandate across member countries.

Through financing, trade facilitation, investment promotion, technical cooperation, capacity development, and knowledge-sharing initiatives, IsDBG supports sustainable development across its member countries. Given the critical nature of its operations, geographically distributed presence, and global stakeholder network, maintaining organizational resilience and continuity of critical services is essential.

Accordingly, IsDB seeks consulting services to review, validate, and enhance its Business Continuity Management (BCM) framework and organizational resilience capabilities.

II. Assignment Objective

The objective of this consultancy is to enhance the IsDB Group BCM Program and strengthen organizational resilience through a structured, phased approach encompassing assessment, validation, planning, awareness, testing, and continuous improvement.

III. Phased Approach for Scope of Services and Deliverables

The BCM Program Enhancement consultancy shall be implemented through a phased approach as per the following phases:

Phase 1 – BCM Program Review and Current State Assessment

Estimated Duration: 4–6 Weeks

Objective

Assess the current state of the Business Continuity Management (BCM) Program, evaluate governance arrangements, identify gaps against ISO 22301, and establish the foundation for subsequent enhancement phases.

Scope of Activities

- Review BCM governance framework.
- Review of BCM Policy.
- Review of BCM methodologies (BIA, Risk Assessment).
- Review existing business continuity planning and response documents.
- Perform Gap Analysis against ISO 22301 standard.

Key Deliverables

- BCM Program Review Report
- ISO 22301 Gap Analysis Report
- Recommendations for subsequent phases of the BCM Program Enhancement.
- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 2 – Business Continuity Foundations Validation and Enhancement

Estimated Duration: 6–8 Weeks

Objective

Validate, update and enhance the core BCM foundations to ensure they support effective continuity planning.

Scope of Activities

- Review, validate and enhance BCM Governance documents.
- Review, validate and enhance the Business Impact Analysis (BIA).
- Review, validate and enhance the Risk Assessment.
- Review and develop the BCM Strategy.

Key Deliverables

- BCM Governance Documents
- BIA Methodology
- BIA Report
- Risk Assessment Methodology
- Risk Assessment Report
- BCM Strategy
- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 3 – Business Continuity Planning Enhancement

Estimated Duration: 6–10 Weeks

Objective

Review, enhance and develop the Business Continuity and related plans.

Scope of Activities

- Review, validate and enhance Business Continuity Plan.
- Review, validate and enhance Emergency Response Plans.
- Review, validate and enhance Crisis Management Plan.
- Review, validate and enhance IT Disaster Recovery Plan.
- Review, validate and enhance Departmental and Regional Hub Business Continuity Plans.

Key Deliverables

- Business Continuity Plans
- Emergency Response Plans
- Crisis Management Plan
- IT Disaster Recovery Plan
- Departmental and RHs Business Continuity Plans

- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 4 – Training and Awareness

Estimated Duration: 3–4 Weeks

Objective

Strengthen organizational resilience through stakeholder engagement, knowledge transfer and awareness activities.

Scope of Activities

- Design and deliver a minimum of three BCM awareness sessions for all staff.
- Design and deliver a BCM Standing Committee awareness session.
- Design and deliver an Executive awareness session.
- Design and deliver training for BCM coordinators.
- Design and deliver Crisis Management Team workshops.
- Deliver knowledge transfer to the BCM team.
- Develop a three-year organizational resilience awareness plan

Key Deliverables

- Training and awareness sessions materials
- Workshop Reports

- Three-year Awareness plan
- Knowledge Transfer Documentation
- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 5 – Testing and Drills

Estimated Duration: 3–4 Weeks

Objective

Validate the effectiveness of the BCM program through the planning, supervision, and evaluation of structured exercises and testing activities. IsDB shall bear any costs associated with the execution of drills and exercises.

Scope of Activities

- Conduct one tabletop exercise.
- Conduct one Business Continuity Plan drill for critical staff.
- Conduct one full Business Continuity Plan drill exercise for all staff

Key Deliverables

- Exercise and Drill Scenarios
- Exercise and Testing Reports (including After-Action Review and Lessons Learned)
- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 6 – Management Review and Continuous Improvement

Estimated Duration: 2–3 Weeks

Objective

Establish formal governance mechanisms to enable management oversight, performance monitoring, and continual improvement of the BCM Program.

Scope of Activities

- Design the Management Review Framework, including standardized inputs, reporting templates, review frequency, and roles and responsibilities for Management.
- Develop a BCM Performance Monitoring Framework, including Key Performance Indicators (KPIs), monitoring metrics, reporting arrangements, and performance measurement mechanisms derived from approved BCM activities, assessments, testing, and exercising outcomes.
- Develop a Three-Year BCM Improvement Roadmap to support capability development, BCM maturity enhancement, governance strengthening, and integration with relevant risk and resilience initiatives across the Bank.
- Recommend performance monitoring and KPI arrangements for ongoing BCM Program maintenance.

Key Deliverables

- Management Review Framework (including documented procedure, input templates, and Terms of Reference (ToR) for the management's review sessions)
- Management Review Report (The formal documented record of the inaugural meeting, capturing outputs, strategic decisions, resource allocations, and assigned action items)

- Three-Year BCM program improvement roadmap
- Management Briefing and Presentation Session to DGCS and the BCM Standing Committee on the Phase Outputs, Key Findings, and Recommendations.

Phase 7 – ISO 22301 Certification

Estimated Duration: 4 Months

Objective

Support IsDB Group in achieving ISO 22301 certification as a long-term strategic objective.

Scope of Activities

- Conduct Readiness Assessment.
- Supervise the closure of any gaps.
- Support in addressing Internal Audit comments, observations and or recommendations..
- Support Certification Audit.
- Complete certification readiness activities.

Key Deliverables

- Certification Readiness Report
- Support during Certification Audit

IV. Appendix

Appendix A – BCM Documentation

IsDB has established several BCM-related documents, methodologies, plans, and assessment outputs at varying levels of maturity. These documents will be made available to the selected consultant for review, validation and enhancement.

Phase	Category	Document	Current Status
Phase 1 – Program Review	All Categories	All BCM-related documents (refer to full list below)	Various (as listed)
Phase 2 – BCM Foundations	Governance	BCM Policy	Available
	Governance	Delegation of Authority (DoA) Related to BCM	Not Available
	Foundation	BCM Strategy	Not Available
	Foundation	Business Impact Analysis (BIA) Methodology	Available

	Foundation	Risk Assessment (RA) Methodology	Available
	Foundation	BIA Reports	Available
	Foundation	RA Reports	Available
Phase 3 – BCM Planning	Plan	Enterprise Business Continuity Plan (BCP)	Available
	Plan	Departmental BCPs	Not Available
	Plan	Regional Hubs BCM & DR Plans	Available
	Plan	Regional Conflict Continuity Plan	Available
	Plan	Crisis Management Guideline	Available

	Plan	Internal Communication Plan	Available
	Plan	External Communication Plan	Available
Phase 5: Testing & Exercising	Continuous Improvement	Testing & Exercising Framework	Not Available
Phase 6 – Management Review & Continuous Improvement	Continuous Improvement	Management Review Process	Not Available

Appendix B – BCM Program Sizing and Proposal Assumptions

Purpose

This appendix is provided to support consultants in estimating the level of effort, resource requirements, timeline, and financial proposal. The information presented is based on currently available BCM documentation and assessment outputs and should be validated by the consultant during the assignment.

1. **Organizational Scope**

The assignment covers the Islamic Development Bank Group (IsDBG), which is comprised of the following organizations:

- Islamic Development Bank (IsDB)
- Islamic Development Bank Institute (IsDBI)
- Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC)
- Islamic Corporation for the Development of the Private Sector (ICD)
- International Islamic Trade Finance Corporation (ITFC)

2. Physical site

IsDB Group operates 14 physical office locations, including the Headquarters campus, THIQAH office and 12 office locations outside the Headquarters

	Office Type	Office Location
	Headquarters	Jeddah, Saudi Arabia
	THIQAH office	Jeddah, Saudi Arabia
	Mangement Office	Riyadh, Saudi Arabia
	Regional Hub	Abuja, Nigeria
	Regional Hub	Dakar, Senegal
	Regional Hub	Kampala, Uganda
	Regional Hub	Dhaka, Bangladesh
	Regional Hub	Jakarta, Indonesia

	Regional Hub	Almaty, Kazakhstan
	Regional Hub	Cairo, Egypt
	Regional Hub	Rabat, Morocco
	Regional Hub	Ankara, Turkiye
	Regional Hub	Istanbul, Turkiye
	Center of Excellence	Kuala Lumpur, Malaysia

3. Reference Organizational Information

The following are approximate metrics relevant to the BCM Program and reflecting the size of the IsDB Group.

Item	Quantity
Approximate No. of Business Processes	400
Approximate No. of Staff and Contractors	2,000

Item	Quantity
Approximate No. of IT Systems and Applications	100
Approximate No. of Business Units	40

I. Proposal Evaluation

a. Proposals will be evaluated based on a **Quality- and Cost-Based Selection (QCBS)** method. The technical proposal will be weighted at 70%, and the financial proposal at 30%.
b. Proposals must comprise two separate submissions: (1) Technical Proposal, and (2) Financial Proposal (password-protected) using the standard form (Annex-II). The password for the financial proposal shall be shared only upon request, after the technical evaluation has been completed.

SECTION 8: CONSULTING FIRM INFORMATION

1	**Firm Name:**	[Insert Legal Name of Consulting Firm]

2	**Legal Address:**	[Insert Full Address]
3	**Contact Person for this Proposal**	[Insert Name]
4	**Title:**	[Insert Title]
5	**Email:**	[Insert Email]
6	**Telephone:**	[Insert Phone Number]

SECTION 9: CERTIFICATION AND BANKING DETAILS

4.1 Authorized Representative Certification

I, the undersigned, certify that:

1. I have read and understood the Terms of Reference regarding "Review and Enhancement of IsDB Competency Model Consultancy"
2. I am duly authorized to sign this proposal on behalf of **[Firm Name].**
3. The information provided in this financial proposal is complete and accurate.
4. Our firm has no conflict of interest in performing this assignment.
5. This proposal is valid for 120 days from the submission deadline.

Name: [Printed Name of Authorized Signatory]

Title: [Title, e.g., Managing Director/Partner]

Signature:______________________

Date: [DD/MM/YYYY]

Company Stamp:

4.2Banking Details for Payment

(To be used in case of contract award)

No	Account Name:	[Must match legal name of firm]
1	Bank Name:	[Full name of bank]
2	Bank Address:	[Street, City, Country]
3	Account Number (USD):	[Account Number]
4	SWIFT/BIC Code:	[SWIFT Code]
5	IBAN (if applicable):	[IBAN]
6	Correspondent Bank Info (if any):	[Details]

SECTION 10. GENERAL CONDITIONS OF AGREEMENT

[attached as a separate document]

SECTION 11: CONSULTANCY SERVICES AGREEMENT (PARTICULAR CONDITIONS OF AGREEMENT)

CONSULTANCY SERVICES AGREEMENT

THIS AGREEMENT is made on ____/____/_______H (corresponding to ____/____/_______G)

Between

ISLAMIC DEVELOPMENT BANK, a multilateral financial institution having its headquarters at 8111 King Khalid St. Al Nuzlah Al Yamania Dist., Unit No. 1, Jeddah 22332-2444, Kingdom of Saudi Arabia (hereinafter referred to as "**IsDB**")

And

[NAME OF THE FIRM], a company duly incorporated in [country] having its address at [full corporate address and registration no.] (hereinafter referred to as the "**Consultant**").

IsDB and the Consultant are hereinafter referred to individually as "**Party**" and jointly as the "**Parties**".

WHEREAS,

A. IsDB is desirous to obtain [description of services] in the manner fully described in Appendix-A hereto (hereinafter referred to as the "**Services**");

B. The Consultant has represented the necessary skills, competence and capability to render the Services required to IsDB under this Agreement and has submitted a proposal to IsDB dated [_____/_____/_____] for carrying out the Services; and

C. IsDB has accepted the aforesaid proposal of the Consultant, subject to such modifications as reflected in this Agreement and the Appendices hereto.

NOW, THEREFORE, the Parties have agreed as follows:

Incorporation of Preamble in the Agreement

The above preamble shall be deemed to constitute an integral part of this Agreement which shall be construed accordingly.

Definitions and Interpretation

Definitions:

In this Agreement, unless otherwise required by the context, the following terms, whenever used, shall have the respective meanings shown against each:

"Agreement": this Agreement and the documents and appendices forming part hereof as defined in Clause 2.2 of this Agreement.

"Consultant": the firm or firms, company or companies entered hereinabove as a party or parties to this Agreement.

"Day": the period between one midnight and the next.

"IsDB Personnel": personnel who are employed by the IsDB and assigned to help the Consultant in performance of the Services in accordance with the Terms of Services.

"Month": any period of one month according to the Gregorian Calendar.

"Personnel": the individuals mentioned in Appendix-B hereto, provided by the Consultant for performance of the Services.

"Deliverables": the Deliverables in relation to the Services that will be the report and any supporting documentation that the Consultant will prepare after having completed the Services.

"Services": the services described in Appendix (A) hereto as amended or modified from time to time by agreement between the Parties.

Documents Constituting the Agreement:

The following documents shall be deemed to form and be read and construed as part of the Agreement:

(a) The Letter of Acceptance issued by IsDB.

(b) The Appendices hereto, namely;

(i) Appendix (A) Scope of Services (Terms of Reference);

(ii) Appendix (B) The Consultant's Personnel;

(iii) Appendix (C) Remuneration and Payments.

(c) The Consultant's proposal reference [insert reference Number] dated _____/_____/_____] insofar as it is not inconsistent with this Agreement or any other document forming part thereof but only to the extent that such proposal amplifies the Services or describes the methodology to be adopted by the Consultant in performing them.

Interpretation:

(a) The headings shall not limit, alter or affect the meaning of any provision in this Agreement.

(b) Words importing the singular also include the plural and the masculine includes the feminine and vice versa, unless the context otherwise requires.

Appointment of the Consultant

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

Insofar as the Consultant comprises more than one firm and/or company associated together for the purpose of performing the obligations hereunder, all such firms and/or companies shall be jointly and severally liable for the obligations of the Consultant under this Agreement. Such firms and/or companies 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.

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.

Commencement and Completion of the Services

Unless otherwise agreed between the Parties, the Services shall be commenced within [insert period……..] after issuance by IsDB of the order of commencement of the Services and subject to provision of performance bank guarantee by the Consultant in accordance with Clause 14.3 hereof.

Subject to the provisions of Clause 12 hereof and unless otherwise agreed between the Parties, the Services shall be performed and completed within [insert period……….] from the date of commencement.

Obligations of the Consultant

Standard of Performance: The Consultant's Personnel shall perform the Services and carry out all their obligations under this 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.

Observing Local Laws: The Consultant's Personnel, whilst in The Kingdom of Saudi Arabia, shall respect the laws of the said country, and shall comply with IsDB rules and regulations while in IsDB premises.

Specialist Advice and Services: Where specialist technical advice, not being within the contemplation of the scope of services stated in Appendix (A) hereto, 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.

Sub-Contracting: The Consultant shall not subcontract any part of the Services or any of its obligations under this Agreement to any third party except with the prior written consent of IsDB. Any such third party and the terms and conditions of the sub contract made with it as well any modifications or termination thereof 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.

Confidentiality: All information, data, documents and designs provided to the Consultant or to the Personnel by IsDB or developed by the Consultant in the course of performing the Services shall be treated by the Consultant as confidential and shall not be published or disclosed to any third party without prior written approval of IsDB.

Ownership of Documents: All plans, reports and other documents prepared by the Consultant or the Personnel in performing the Services shall become and remain the property of IsDB and while in the custody of the Consultant or the Personnel shall be fully available to IsDB. The Consultant and the Personnel shall, not later than the date of completion of the Services or the premature termination thereof, deliver all such documents to IsDB together with a detailed inventory thereof. The Consultant may retain copies of such documents but shall not use them for purposes unrelated to this Agreement without the prior written consent of IsDB.

Without prejudice to the above, the Consultant owns all the intellectual property rights in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our performance of this Agreement.

Ownership of Equipment: Equipment and materials furnished to the Personnel by IsDB or purchased out of funds wholly provided or reimbursed by IsDB shall be the property of IsDB and shall be so marked. Upon completion or termination of the Services the Personnel shall furnish to IsDB an inventory of the said equipment and remaining materials and shall dispose of same as directed by IsDB.

Reporting: The Consultant shall submit to IsDB the reports and documents, if applicable, as specified in Appendix (A) hereto, in the form, language or languages, number of copies and within such periods as specified in the said Appendix.

Visas: If required, the Consultant shall be fully responsible, at own cost, for obtaining visas for entry to and exit from the Kingdom of Saudi Arabia for the its Personnel, and where applicable for their dependents, and such licenses and permits as may be necessary. IsDB may, without being obliged to, provide possible assistance in this respect.

Insurance and medical expenses:

(a) The Consultant shall alone be responsible for taking out and maintaining at its own cost any insurance policy (including medical insurance, life insurance etc.), and coverage applicable to the Consultant and/or its Personnel and required by applicable laws and regulations.

(b) 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.

(c) IsDB may allow the Consultant’s Personnel access to IsDB clinic and health services within working hours during the period of this Agreement in accordance with IsDB’s internal rules and procedures. However, the Consultant’s Personnel shall alone be responsible for any costs of the prescription and any other medical expenses the Consultant may incur as a result of any illness during the course of the Services.

Liability of the Consultant

The Consultant shall be liable to IsDB for any breach of its obligations under this 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 this Agreement, provided that the liability of the Consultant shall not be subject to such limit 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 Personnel, where gross negligence will be defined as 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.

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 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 result of instructions given by IsDB in writing.

The Consultant's Personnel

The Consultant shall provide qualified and experienced Personnel as are required to carry out the Services, and such Personnel, unless designated by name in Appendix (B) hereto, shall be subject to the approval of IsDB.

IsDB shall appoint counterpart Personnel for helping the Consultant carry out its obligation hereunder. IsDB shall provide the Consultant with a list of IsDB Personnel before commencement of the Services.

The titles, agreed job description and minimum qualifications and experience of Personnel to be assigned by the Consultant for carrying out the Services are stated in Appendix (B) hereto. Insofar as any 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 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.

<u>Replacement or Removal of Personnel:</u>

(a) Should it become necessary for the Consultant to replace any of the Personnel assigned by it to carry out the Services, the Consultant shall, after obtaining the approval of IsDB for such replacement, arrange for substitute Personnel with equivalent or better qualifications and experience. The cost of replacement of such Personnel shall be borne by the Consultant.

(b) IsDB may instruct the Consultant to remove and/or replace any of the Personnel assigned by it to carry out the Services, stating in such instruction the reason therefore. If the Personnel to be removed or replaced is guilty of misconduct or if IsDB has reasonable cause to be dissatisfied with the performance of such Personnel, the costs relating to his repatriation and to his replacement shall be borne by the Consultant.

Obligations of IsDB

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 this 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.

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 wrongful act, negligence or breach of contract on the part of IsDB or its employees.

Postponement and Termination

By Notice of IsDB: IsDB may by written notice to the Consultant at any time give prior notice of its intention to omit any part of the Services or to abandon the Services in whole or the remaining part thereof and terminate this Agreement. Unless otherwise agreed between the Parties, the effective date of termination of this Agreement shall not be less than fifteen (15) days after receipt of such notice. But the Consultant shall upon receipt of such notice take immediate steps to cause the Personnel to bring the Services to a close and to reduce expenditure to a minimum.

Due to Force Majeure: The Consultant shall promptly notify IsDB, in writing, of any situation or event arising from circumstances beyond its control and which it could not reasonably foresee which makes it impossible for the Consultant to carry out in whole or in part its obligations under this Agreement notwithstanding the exercise of reasonable care by the Consultant. Upon the occurrence of such a situation or event and provided that the same is sufficiently verified and acknowledged by IsDB, which shall not unreasonably withhold its acknowledgement, the Services shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure and a reasonable period not exceeding one (1) month for remobilization by the Consultant's Personnel for continuation of the Services.

Due to Default by IsDB: The Consultant may by written notice to IsDB terminate this Agreement:

(a) if it has not received payment of that part of any invoice, which is not contested, within thirty (30) days of submission thereof, and

(b) if the Services have been postponed as provided for in Clause 12.2 and the period of postponement has exceeded three (3) months.

Entitlement of Consultant upon Postponement or Termination: Upon postponement of the Services or termination of this Agreement under Clauses 12.1, 12.2 or 12.3 and subject to the obligation of the Consultant to reduce expenditure to a minimum as stated in Clause 12.1, the Consultant shall be entitled to receive the remuneration due up to the effective date of postponement or termination and reimbursement in full for such of the costs specified in Appendix (C) as shall have been incurred prior to the effective date of such postponement or termination and for all costs incidental to the orderly termination of the Services.

Default by the Consultant: IsDB shall notify the Consultant, in writing, if it considers that the Consultant or any of the Personnel is in breach of any of its obligations under this Agreement, stating the default on the part of the Consultant constituting such breach. In the event that the Consultant does not respond to such notice within seven (7) days or fails to rectify the default within a reasonable period not exceeding ten (10) days, IsDB may by further notice to the Consultant terminate the Agreement as of the date stated in such further notice. Such termination shall be without prejudice to the right of IsDB to claim damages for default of the Consultant.

Claims for Default: Any claim for damages on the ground of default in the performance of this Agreement or in connection with its termination shall be the subject of negotiation and agreement between IsDB and the Consultant and, failing such agreement, shall be referred for determination under Clause 20 of this Agreement.

Rights and Liabilities of the Parties: Termination of this Agreement, for whatever reason, shall not prejudice or affect the accrued rights or claims of either Party to this Agreement against the other.

Remuneration of the Consultant

In consideration of performing the Services and its other obligations under this 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 Appendix (C) hereto.

In the event that supplementary services, in addition to those provided for in Appendix (A) hereto, 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 he/she 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 Appendix (A) hereto which are necessarily incidental to termination of the Agreement other than termination for breach by the Consultant of any part of its obligations under this Agreement.

Payments, Performance Guarantee and Advance Payment Guarantee

Subject to Clauses 14.3 and 14.4, IsDB shall effect payments to the Consultant in accordance with the payment schedules and in the manner set forth in Appendix (C).

If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by IsDB, it shall so 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.

<u>Performance Guarantee:</u> notwithstanding any provision herein to the contrary, upon signing this 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 10% (Ten Percent) of the total remuneration of the Consultant as fixed in Appendix (C) hereto. 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.

Should the Consultant be unable to provide the performance bank guarantee as per Clause 14.3, IsDB shall, alternatively, retain 10% (Ten Percent) of the total remuneration of the Consultant as a performance security until completion of the Services and Deliverables and final acceptance thereof by IsDB.

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 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.

For the avoidance of doubt, and not withstanding anything stated to the contrary in this agreement and/or in its appendices, if the agreed payment schedule under paragraph (2) of Appendix (C) is such that the Consultant shall be paid after completion and delivery of clearly defined milestones/deliverables, and acceptance thereof by IsDB, then the requirement for performance guarantee and/or retention under Clause 14.3 and Clause 14.4 shall not be applicable.

Assignment

The Consultant shall not without prior written consent of IsDB assign any part of its obligations under this Agreement.

The Consultant shall not without prior written consent of IsDB assign any benefit under this Agreement, other than the assignment to the Consultant's bankers of any monies due or to become due.

Partnerships

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”.

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.

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been duly given or made when delivered in person to an authorized representative or the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For IsDB:

8111 King Khalid St. Al Nuzlah Al Yamania Dist.

Unit No.1, Jeddah-22332-2444, Kingdom of Saudi Arabia

Tel: +966 12 6361400

Fax: +966 12 6366871

Email: idbarchives@isdb.org

Attention: Mr.______________

Tel: +______________________

Fax: +______________________

Email: ________________________

For the Consultant:

____

____

Tel: +________________________

Fax: +________________________

Email: +________________________

Attention: Mr.______________

Tel: +______________________

Fax: +______________________

Email: ________________________

Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telegrams after 72 hours of transmission; and

(c) in the case of telexes or facsimiles after 48 hours of transmission provided that subsequent confirmation in writing is received within 5 days of transmission.

A Party may change its address for notices hereunder by giving the other Party notice of such change pursuant to this Clause.

Language

English language shall be the language for communication between the Parties and the language according to which this Agreement is to be construed and interpreted.

Applicable Law

This Agreement shall be governed by and shall be construed and applied in accordance with the laws of the Kingdom of Saudi Arabia.

Settlement of Disputes

If any dispute, or controversy arises between IsDB and the Consultant relating to the interpretation or application of this Agreement and which cannot be settled amicably, the matter in dispute shall be referred to an arbitration tribunal composed of three (3) arbitrators. One arbitrator shall be nominated by IsDB and one by the Consultant and the third arbitrator who shall be the chairman of the Tribunal, shall be appointed by both Parties. If either Party fails to appoint its arbitrator within fifteen (15) days of the appointment of the arbitrator by the other Party, or if the two Parties fail to agree on the third arbitrator within forty-five (45) days from the date of either Party's request to refer the dispute to arbitration, such arbitrator or arbitrators shall be appointed by the Chamber of Commerce in Jeddah, Kingdom of Saudi Arabia at the request of either or both Parties.

The decision of the arbitrators 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.

Unless otherwise agreed by the Parties, the arbitration proceedings shall take place in Jeddah, Kingdom of Saudi Arabia, and the language of arbitration shall be English language.

Modification of the Agreement

The terms and conditions of this Agreement, including the scope of Services may be modified by agreement of the Parties provided that such agreement shall be in writing.

Privileges and Immunities of IsDB

Nothing in or relating to any provision in this Agreement will be construed as constituting a waiver, either expressed or implied, of any privilege or immunity enjoyed by IsDB.

Taxes

All forms of taxes, duties, levies, withholdings, charges and/or other monetary obligations to which the Consultant may be subject due to the Services it provides under this Agreement shall be solely borne by the Consultant.

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 Kingdom of Saudi Arabia. However, if any such obligation arises (before and/or after signing of this 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 this Agreement.

Entry into Force

This Agreement shall come into force and effect on the date first above written.

In Witness Whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives in two copies on the day and year first above written.

FOR AND ON BEHALF OF

ISLAMIC DEVELOPMENT BANK

____

…………………

FOR AND ON BEHALF OF

____

____

…………………

Appendix (A):SCOPE OF SERVICES (TERMS OF REFERENCE)

[… Incorporate in details…]

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Appendix (B): THE CONSULTANT'S PERSONNEL

[Incorporate names, titles, and specific duties, if any]

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Appendix (C): REMUNERATION AND PAYMENTS

1. The professional fee shall be allocated by phase. Payment for each phase shall be made upon completion and acceptance of all deliverables associated with that phase, in accordance with the approved payment schedule. The invoices will be raised for payment in accordance with the following schedule .The Consultant shall provide a fixed price for each Phase in its Financial Proposal. Payment shall be made upon completion and formal acceptance of the deliverables for the respective Phase.

Phase	Description	Payment Basis
Phase 1	BCM Program Review & Current State Assessment	Upon 100% completion and acceptance of the Phase 1 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 1, shall be agreed upon at the contract negotiation stage.
Phase 2	BCM Foundations Validation & Enhancement	Upon 100% completion and acceptance of the Phase 2 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 2, shall be agreed upon at the contract negotiation stage.
Phase 3	Business Continuity Planning Enhancement	Upon 100% completion and acceptance of the Phase 3 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable

		within Phase 3, shall be agreed upon at the contract negotiation stage.
Phase 4	Training & Awareness	Upon 100% completion and acceptance of the Phase 4 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 4, shall be agreed upon at the contract negotiation stage.
Phase 5	Testing & Drills	Upon 100% completion and acceptance of the Phase 5 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 5, shall be agreed upon at the contract negotiation stage.
Phase 6	Management Review & Continuous Improvement	Upon 100% completion and acceptance of the Phase 6 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 6, shall be agreed upon at the contract negotiation stage.
Phase 7	ISO 22301 Certification Support	Upon 100% completion and acceptance of the Phase 7 deliverables, payment shall be made in accordance with the agreed payment schedule. The payment schedule, including the percentage allocated to each deliverable within Phase 7, shall be agreed upon at the contract negotiation stage.

2. Payment Conditions

a. The Consultant shall submit a separate fixed price for each Phase as part of its Financial Proposal. Please refer to FIN-2: Summary of Financial Proposal

b. The price for each Phase shall cover all activities and deliverables required under the Terms of Reference.

c. Payment shall be made only upon completion and formal acceptance by IsDB of all deliverables for the respective Phase.

d. The IsDB is not committed to approving or implementing all phases; the implementation of the remaining Phases is subject to the Bank's requirements, approvals, and available resources.

f. No additional payment shall be made for activities required to complete the agreed scope of an authorized Phase, unless formally requested and approved by IsDB.

g. The final Contract Amount shall comprise the fixed prices of the Phases authorized by IsDB and agreed with the selected Consultant.

3. Subject to the provisions of Clauses 13 and 14 of this Agreement, the Consultant's invoices shall be payable within thirty (30) calendar days of their receipt by IsDB.