



Guidance  
Note on “Prior  
and Post  
Reviews” for Islamic  
Development Bank  
financed Procurements

**March 2019**

*This Guidance Note is intended to complement the Guidelines for Procurement of Goods and Works and related services and for the Procurement of Consultant Services under Islamic Development Bank Financing, approved by the Board of Executive Directors (BED) of the Islamic Development Bank, and published September 2018. This document may be used and reproduced for non-commercial purposes. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative Works such as unofficial translations based on these documents is not allowed.*

*For additional information on this document, please contact:*

*Project Procurement (PPR)*

*Office of the Vice-President, Country Programs*

*The Islamic Development Bank*

*P. O. Box 5925, Jeddah 21432*

*Kingdom of Saudi Arabia*

[ppr@isdb.org](mailto:ppr@isdb.org)

[www.isdb.org](http://www.isdb.org)

## Common Abbreviations and Defined Terms

Common abbreviations and defined terms that are used in Guidelines/Guidance Notes.

Abbreviation/term	Full terminology/definition
<b>Bid</b>	An offer, by a Bidder venture, in response to a Request for Bids to provide the required Goods, and/or Works and/or related services
<b>Bidder</b>	A Firm that submits a Bid for the provision of Goods and/or Works and/or related Services
<b>Beneficiary</b>	A Beneficiary is the recipient of IsDB Project Financing. The term includes any entity involved in the implementation of an IsDB financed project on behalf of the Beneficiary.
<b>Consultant</b>	A Consultant Firm or Individual Consultant that provides Consultant Services. A Consultant is independent of both the Beneficiary and IsDB.
<b>Consulting Services</b>	Consultant Services are those intellectual services delivered by a Consultant Firm or an Individual Consultant. Consultant Services are normally of a professional, expert or advisory nature. Consultant Services are governed by IsDB's <i>Guidelines for the Procurement of Consultant Services under IsDB Project Financing</i> .
<b>EOI</b>	Expression of Interest
<b>FBS</b>	Fixed Budget Selection
<b>Fraud and Corruption</b>	The sanctionable practices of corruption, fraud, collusion, coercion and obstruction defined in <i>IsDB's Guidelines on Combating Fraud and Corruption and in IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group- Financed Projects</i>
<b>Goods</b>	A category of Procurement that includes: for example consumables, equipment, machinery, vehicles, commodities, raw material or industrial Plant. The term may also include related services, such as: transportation, insurance, installation, commissioning, training, and initial maintenance.
<b>IPR</b>	Independent Procurement Review
<b>IsDB</b>	Islamic Development Bank
<b>LCS</b>	Least Cost Selection
<b>NCB</b>	National Competitive Bidding
<b>Non-Consulting Services:</b>	Services which are not Consulting Services. Non-Consulting Services are normally Bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, and similar operations.



## COMMON ABBREVIATIONS AND DEFINED TERMS

Abbreviation/term	Full terminology/definition
<b>Post Review</b>	The process of IsDB reviewing the Beneficiary's Bidding Documents and Procurement activities following the award of the contract.
<b>PP</b>	Procurement Plan
<b>PPR</b>	Post Procurement Reviews
<b>Prequalification</b>	The shortlisting process which can be used prior to inviting request for Bids in the Procurement of Goods, Works or Non-Consulting Services.
<b>Prior Review</b>	The process of IsDB reviewing the Beneficiary's Bidding Documents and Procurement activities before the award of the contract.
<b>Procurement</b>	The function of planning for, and sourcing Goods, Works, Non-Consulting Services, and/or Consulting Services to meet required objectives.
<b>Procurement Documents</b>	A generic term used in these Guidelines to cover all Procurement Documents issued by the Beneficiary. It includes: GPN, SPN, EOI, REOI, Prequalification document, RFB and RFP, including any addenda.
<b>Proposal</b>	An offer, by a Proposer, in response to a Request for Proposal to provide required Consultant Services
<b>Proposer</b>	A firm that submits a Proposal for the supply of the required Consultant Services
<b>PS</b>	Procurement Strategy
<b>QBS</b>	Quality Based Selection
<b>QCBS</b>	Quality, Cost Based Selection
<b>REOI</b>	Request for Expression of Interest
<b>RFP</b>	Request for Proposal
<b>TOR</b>	Terms of Reference
<b>Works</b>	A category of Procurement that refers to construction, repair, rehabilitation, demolition, restoration, maintenance of civil work structures, and related services such as transportation, insurance, installation, commissioning, and training.

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## Section 1. Introduction

### 1.1 Purpose of the Guidance Note

This Guidance Note relates to Prior and Post Review for Islamic Development Bank's (IsDB) financed Procurements by expanding on and explaining IsDB's 2018 revised Procurement Policy and Guidelines. The purpose of this Guidance Note is to provide additional and consolidated information to the Beneficiaries on Prior and Post Review.

### 1.2 Need for Prior and Post Review

The Financing Agreement governs the legal obligations between the Beneficiary and IsDB regarding Procurement financed by IsDB. The ultimate responsibility for achieving maximum VfM for Goods, Works, and/or related services and for Consultancy Services procured and further for successful completion of projects rests with the Beneficiary. IsDB is responsible for making the disbursement in accordance with the terms and conditions of the Financing Agreement and the contract, provided that payment is for delivery of Goods, Works and/or related services and delivery of Consultant Services as defined in the Financing Agreement and are procured in accordance with IsDB Guidelines and any other conditions defined in the Financing Agreement.

IsDB on its part needs to ensure that Bank funds are used only for the purposes for which financing was granted and such fiduciary responsibilities related to Procurement oversight is exercised through a risk based approach comprising Prior and Post Reviews of the Beneficiary's Procurement activities and any independent reviews as IsDB considers necessary.

Whether a Procurement is subject to Prior or Post Review is determined on the basis of the project and contract-specific Procurement risks. These risks are assessed by IsDB during project preparation and reassessed and updated during project implementation.

An effective Procurement review has following benefits:

- ***Increase Efficiency and Reduce Procurement Time:*** A risk-based approach in determining the type of Procurement review improves efficiency by applying a fit-for-purpose review methodology. Appropriate use of Post Review (sampling) reduces Procurement times by removing the need for IsDB's Prior Review of each main step in the Procurement process. Procurement reviews avert additional delays that may result from inadequate identification and handling of Procurement risks and noncompliance;
- ***Reduce Risk:*** Procurement reviews identify risks and deficiencies in Beneficiary's Procurement processes and recommend ways to mitigate them, thereby reducing risk of future noncompliance or project failure. Reduce the risk of Bidding-related complaints. Improve compliance to audit requirements; and
- ***Deliver Value for Money:*** Procurement reviews decrease the risk of noncompliant practices that may adversely affect the project's achievement of value for money.





## Section 2. Prior and Post Review for Goods, Works and Related Services

### 2.1 Basic Provisions in the Guidelines on Procurement Review

The proposed method of Procurement and corresponding procedures, as well as the categories of Goods, Works and/or related services and the lots or packages, to which they apply, shall be discussed and agreed upon at the time of project appraisal, and specified in the Financing Agreement.

The draft Bidding Documents shall be submitted to IsDB allowing sufficient time for its review and comments and shall be issued for Bidding only after obtaining IsDB No-objection. While it is the Beneficiary's responsibility to carry out all steps to procure Goods, Works and/or related services IsDB reviews, either by Post or Prior Review, the adequacy of the Procurement procedure, Bidding Documents, Bid evaluation recommendations and contracts to satisfy itself that the Procurement procedure is carried out in accordance with the provisions of the Financing Agreement and these Guidelines.

IsDB shall always Prior review the Procurement Plan (PP), Procurement Strategy (PS) and specification or requirements for the Goods, Works and related services. All other references in these Guidelines to IsDB No-Objection relate to projects where IsDB Prior review is required. The staff of IsDB remain available to assist the Beneficiary at all stages of the Procurement procedure (with the condition that this shall not result in IsDB executing Procurement on behalf of the Beneficiary) in order to ensure that the required scope of Goods, Works and/or Non-Consulting Services is fully covered and that the procedure is suitably applied.

IsDB conducts Prior Reviews of Procurement activities that are of high value and/or high risk to determine whether the Procurement is carried out in accordance with the requirements of the Financing Agreement and Procurement Guidelines. IsDB also conducts Post Review of Procurement activities undertaken by the Beneficiary to determine whether they comply with the requirements of the Financing Agreement. IsDB may use a third party, acceptable to IsDB, to carry out Post Reviews. Any such third party shall carry out the reviews in accordance with the Terms of Reference (TOR) provided to it by IsDB.

Whether a Procurement is subject to Prior or Post Review is determined on the basis of the project and contract-specific Procurement risks. These risks are assessed by IsDB during project preparation and reassessed and updated during project implementation.

The requirement for a Prior or Post Review shall be specified in the PP. During project implementation IsDB monitors and reassesses the risk and risk mitigation measures. If necessary and appropriate, as determined by IsDB, IsDB may require the Beneficiary to revise the Prior and/or Post Review requirements in the PP.

All contracts above the amount specified in the Financing Agreement shall be subject to IsDB Prior Review.

## 2.2 Step-wise review requirements in Procurement process and contract implementation in Prior Review

The following table summarizes stepwise Procurement review requirements by IsDB:

SI	Stage of Procurement and contract implementation Process: Document/matter to be furnished by the Beneficiary for review	Remarks
<b>Prequalification</b>		
1	<b>Draft Prequalification Documents:</b> To include text of the invitation to prequalify, the evaluation methodology and a description of the advertising procedure to be followed.	Beneficiary to introduce modification as IsDB shall reasonably request and IsDB no-objection is required before publishing invitation of PQ application.
2	<b>Evaluation Report on application received:</b> To include list of recommended prequalified applicants, a statement of their qualifications and the name of any applicant that is excluded from Prequalification together with reason for their exclusion.	Beneficiary to furnish all the information to IsDB before applicants are notified of the Beneficiary decision. Beneficiary to introduce modification as IsDB shall reasonably request.
<b>Pre-Request for Bid (Pre- RFB)</b>		
3	<b>Draft Bidding Document:</b> To include Invitation to Bid, Instructions to Bidders, Bid Data Sheet, the basis of Bid evaluation and contract award, the proposed conditions of contract, the specifications for the supply of Goods, or installation of equipment or Civil Works, as the case may be (IsDB's Standard Procurement Document to be followed). Where Prequalification has not been used, the Beneficiary shall include a description of advertising procedure to be followed.	Beneficiary to introduce modification as IsDB shall reasonably request. IsDB shall provide No-Objection before Bidding Documents are issued to prospective Bidders. No further modifications to the Bidding Document shall be made by the Beneficiary without seeking IsDB's No-Objection.
<b>Post – Bid Evaluation</b>		
4	<b>Detailed Evaluation Report:</b> To contain the details of evaluation and comparison of Bid (using IsDB's standard Evaluation Report form) after Bids have been received and evaluated.	IsDB, if it determines that recommended award is inconsistent with the stated evaluation criteria (and Financing Agreement and Guidelines), it shall inform Beneficiary the reason for such determination. Otherwise, IsDB shall provide its No-Objection to the Beneficiary to proceed with the Notification of Intention to Award the contract (reference Paragraph 2. 101 of the Guidelines). After dealing with provisions of Standstill Period (paragraphs 2. 102 and 2. 103 of the Guideline) the Beneficiary will confirm award to the successful Bidder and proceed to the signing of the Contract and publishing of Contract Award Notice.

SI	Stage of Procurement and contract implementation Process: Document/matter to be furnished by the Beneficiary for review	Remarks
5	<b>Extension of Bid validity period:</b> If Beneficiary requires an extension of Bid validity period to complete the process of evaluation, obtain necessary approvals and clearances, and/or to make the award, shall seek IsDB No-Objection: (i) for the first request for extension, if it is longer than 45 calendar days; and (ii) for all subsequent requests for extension, irrespective of the period.	The Beneficiary needs to complete award of contract within initial Bid validity period and request for such extension should be in exceptional cases with due justification. Delays in evaluation should not result in expiry of Bid validity of otherwise lowest responsive and qualified Bid.
6	<b>Contract Signing:</b> The terms and conditions of a contract shall not, without IsDB's approval, materially differ from those contained in RFB Bidding Documents.	One conformed copy of signed contract shall be furnished to IsDB promptly after it's signing together with required performance security and other documents needed for first application for withdrawal of funds from IsDB's Project Financing in respect of the contract. The description and amount of the contract, together with name and address of the successful Bidder shall be subject to public disclosure by IsDB upon receipt by IsDB of the conformed copy of contract.
<b>After Contract Signing</b>		
7	<b>Contract amendments, modifications or extension:</b> Beneficiary to request any proposed extension, modification, or change order which may relate to: (i) a material extension of the stipulated time for performance of the contract; (ii) agreeing to any modification or waiver of the conditions of contract; or (iii) issuing of change order/s (except in case of extreme urgency) which would, in aggregate increase the original amount of contract by more than fifteen (15) percent of original price.	IsDB, if it determines that such requests from the Beneficiary are inconsistent with the provisions of the Financing Agreement, Guidelines (and overall scope and terms of the Contract), it shall promptly inform the Beneficiary and state reasons for its determination. <u>If a contract is leading to its termination, the Beneficiary shall consult with IsDB before any termination of contract and/or encashment of performance security.</u>

### 2.3 Post Review of Contracts

IsDB carries out Post Reviews of the Beneficiary's Procurement activities to determine whether they comply with requirements of the Financing Agreement and Guidelines. Post Reviews are normally carried out by IsDB. However IsDB may use a third party to carry out Procurement Post Reviews (PPR). Any such party shall be acceptable to IsDB, and carry out the reviews in accordance with the TOR provided to it by IsDB.

The objectives of PPR are to:

- i. Verify that the Procurement procedures followed for the project comply with the requirements of the Financing Agreement, and identify any noncompliance with the Financing Agreement and applicable Procurement arrangements;

- ii. Check that the Procurement arrangements agreed with the Beneficiary are still in place;
- iii. Identify and report any contract management issues;
- iv. Check that the Beneficiary has carried out technical compliance reviews and physical completion reviews for implemented contracts;
- v. Identify and report any indications of possible Fraud and Corruption;
- vi. Identify mitigating measures to correct Procurement deficiencies or deter future deficiencies and recommend them to the Beneficiary;
- vii. Identify good practices and lessons learned from implementing Procurement;
- viii. Rate the performance of sampled contracts (Procurement process and contract implementation) on compliance with the Financing Agreement and agreed procedures and contribute to the overall Procurement performance rating of the implementing agency based on the rating of the PPR; and
- ix. Provide a basis for updating the project Procurement risk and the risk mitigation plan. The details on format/check-list to carry out PPR are available on IsDB website<sup>1</sup>.

IsDB, depending on the nature and risks and scope of the project (example, many small value and simple contracts) agrees with the Beneficiary that it appoints an independent entity to carry out Post Reviews in accordance with terms, conditions and reporting acceptable to IsDB. In such cases, IsDB shall review reports prepared by the independent entity and submitted by the Beneficiary. IsDB retains its right to directly conduct Post Reviews during project implementation as may be needed.

In case of Post Reviews, the Beneficiary shall retain all Procurement documentation with respect to each contract not governed by Prior Review. The documentation includes all Bidding Documents, record of selection of contactors, documentatioin related to project implementation and all records up to two (2) years after closing of the Financing Agreements.

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<sup>1</sup> <https://www.isdb.org/>

## Section 3. Prior and Post Review for Consultancy Services

### 3.1 Basic Provisions in the Guidelines on Review for Procurement of Consultancy Services

IsDB shall review the selection procedure for Consultants, proposed by the Beneficiary for the project to ensure compliance with: (i) the Guidelines; (ii) the proposed PP as agreed between the Beneficiary and IsDB; and (iii) the implementation plan and disbursement schedule contained in the Financing Agreement.

The Beneficiary shall promptly inform IsDB of any delay, or other changes in the scheduling of the selection procedure, which could significantly affect the timely and successful implementation of the project, and agree with IsDB on corrective measures.

### 3.2 Step-wise review requirements in Procurement process and contract implementation in Prior Review

SI	Stage of the Selection and contract implementation Process: Document/matter to be furnished by the Beneficiary for review	Remarks
<b>Before Inviting Proposal (Quality Cost Based Selection (QCBS), Quality Based Selection (QBS), Fixed Budget Selection (FBS) and Least Cost Selection (LCS))</b>		
1	<b>Cost Estimate, Request for Expression of Interest (REOI), Expression of Interest (EOI), Short-list of Consultant, Request for Proposal (RFP):</b> Furnish IsDB for its review and No-Objection, the proposed cost estimate, short-list of Consultants and RFP.	The Beneficiary shall make such modifications to the short-list and the documents as IsDB shall reasonably request. Any further modification shall require IsDB No-Objection before RFP is issued to the short-listed Consultant.
<b>Evaluation of Consultant's Proposal (QCBS)</b>		
2	<b>Evaluation of Technical Proposal:</b> The Beneficiary shall use IsDB standard Consultants Proposal evaluation report. The Beneficiary shall forward to IsDB for No-objection the Consultants Evaluation report describing strengths and weaknesses of each Proposal, and providing the evaluation results with recommended ranking and technical Proposals that meet the minimum qualifying scores.	If IsDB determines that the technical evaluation is inconsistent with provisions of RFP, it shall promptly inform the Beneficiary and state the reasons for its determination. Otherwise, IsDB will issue a No-objection to the recommendations of the Beneficiary. After IsDB has given its No-Objection, the Beneficiary shall advise the Consultants who did not meet the minimum qualifying technical score that their financial Proposals shall be returned unopened after completion of the selection procedure. The Beneficiary shall advise Consultants who have met the minimum technical scores and are responsive, the date and venue of public opening of the financial Proposals.

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3	<p><b>Combined Evaluation:</b> After the public opening of financial Proposals, the Beneficiary shall proceed with financial evaluation in accordance with provisions of the RFP and furnish to IsDB for its review and No-Objection, the combined evaluation with its recommendations of the successful Firm that received the highest total score.</p>	<p>Upon IsDB No-Objection, the Beneficiary shall invite the selected Firm for negotiations (finalization of contract) and with its intention to award the contract if negotiations are successful.</p>
<p><b>Evaluation of Consultant’s Proposal (QBS, LCS, FBS)</b></p>		
1	<p><b>Evaluation of Technical and Financial Proposals:</b> The Beneficiary shall follow the evaluation procedure as described in Paragraphs 3. 36 to 3. 40 and as selected in RFP.</p>	<p>The stages of IsDB No-Objection shall be similar to those for QCBS.</p>
<p><b>Finalization of Draft Contract and Contract Signing</b></p>		
2	<p><b>Draft contract and Contract Signing:</b> If there are no, or only minor, changes in the draft contract issued with RFP, the Beneficiary and the selected Consultant may finalize the contract by facsimile or electronic mail without IsDB prior approval. If after negotiations are completed and draft contract has been finalized and conditions of contract substantially differs from those on which Proposals were invited, the Beneficiary shall submit the negotiated draft contract for review and comments by IsDB, highlight the changes and provide an explanation of why these changes are appropriate and necessary (example: if the negotiated contract resulted in substitution of key staff or there are material changes in TOR and originally proposed contract).</p>	<p>If IsDB determines that the negotiated contract is inconsistent with the provisions of the RFP, it shall promptly inform the Beneficiary and state reasons for its determination, and may request that the Beneficiary modify the contract in consultation with the selected firm. Otherwise, ISDB shall provide its No-Objection to the negotiated contract and authorize the Beneficiary to transmit the Notification for Intention to award the contract and initiate the Standstill Period. On expiry of Standstill Period, and, if applicable all resulting actions are successfully completed, the Beneficiary shall proceed with award and signature of contract.</p> <p>Following contract signature: (i)the Beneficiary shall furnish IsDB with a certified copy of the final contract together with the first application for disbursement under the contract; and (ii) the Beneficiary shall publish the Contract Award Notice in accordance with provisions of Paragraph 3. 34 of the Guidelines. The description and amount of the contract, together with the name of the Firm, shall be subject to public disclosure by IsDB upon the Beneficiary’s confirmation of contract award.</p>
3	<p><b>Extension of Proposal Validity:</b> If the Beneficiary requires an extension of Proposal validity (in accordance with RFP) to complete the evaluation procedure, obtain necessary approvals and clearances, or make contract award, it shall notify IsDB. When the</p>	<p>Beneficiary needs to complete evaluation and finalization of contract within the initial validity to avoid substitution of key staff or potential withdrawal of otherwise reposable Proposals.</p>



	first extension exceeds four (4) weeks IsDB prior No-Objection is needed, as well as for all subsequent extensions, irrespective of their duration.	
<b>Consultants Qualification Selection (CQS) and Single Source Selection</b>		
1	<b>Selection and award under CQS:</b> In accordance with paragraph 3. 41 of the Guidelines, the Beneficiary shall prepare the TOR, obtain IsDB's No-Objection to its content, and then request EOI from the specialist Firms. After review of EOI and information received, the Beneficiary shall prepare a short-list for review and IsDB No-Objection, with a view to request the most qualified selected Firm to submit a combined and financial Proposal and then submit combined evaluation report.	Upon IsDB no-objection to combined evaluation report, the Beneficiary shall negotiate a contract with the selected firm and follow all procedure as described above for QCBS.
2	<b>Single Source Selection:</b> In exceptional circumstances, the Beneficiary may, with IsDB No-Objection, request a single Consultant Firm to prepare a technical and financial Proposals and following No-Objection negotiate a contract.	Upon IsDB no-objection the Beneficiary shall negotiate a contract with the selected firm and follow all procedure as described above for QCBS and/or as required by the Financing Agreement and Guidelines.
<b>After Contract Signing</b>		
1	<b>Modifications of Signed Contract, amendments and Extensions:</b> The following would require IsDB No-Objection: (i) granting substantial extension of the stipulated time for performance of the contract; (ii) agreeing to any substantial modification of the scope of the Consultant Services; (iii) substituting key staff; and (iv) waiving the conditions of contract or making any changes which in aggregate increase the original amount of contract by more than fifteen percent (15%).	In the circumstances described the Beneficiary shall inform IsDB of the proposed extension, modifications, substitutions, waiver, or changes and reasons therefore for review and IsDB No-Objection. If IsDB determines that the proposed changes would be inconsistent with the provisions of the Financing Agreement, it shall promptly inform the Beneficiary and state reasons for its determination. A copy of all amendments to the contract shall be furnished to IsDB.

### 3.3 Post Review of Contracts

For all contracts not governed by Prior Review below a threshold specified in the PP (and Financing Agreement), the Beneficiary shall retain all documentation with respect to each contract during project implementation and up to two (2) years after the closing date of the Financing Agreement. This documentation shall be available for examination by IsDB or by its independent auditors. The documentation shall include, but is not be limited to: (a) the signed original of the contract and all subsequent amendments and addenda; (b) the analysis of the respective Proposals, and recommendations for award. c) for contracts awarded on the basis of Single Source selection, records shall include the: i. justification for the use of this selection method; ii. qualifications and experience of the Consultant/s; and iii. signed original of the contract.

The Beneficiary shall furnish IsDB with, promptly after its signing and prior to the first withdrawal of funds from the Financing Account in respect of such contract, one (1) certified copy of the contract, together with the analysis of the respective Proposals, and recommendation for award. The Beneficiary shall also furnish IsDB any other documentation upon request. IsDB reserves the right to carry out a Post Review of such documents, at any time before or after the first disbursement.

## **Section 4. Related topics and clarifications on Prior and Post Review**

### **4.1 Independent Procurement Review (IPR)**

IPRs may cover several projects in a country and address sector/industry or portfolio issues in high-risk and problematic Procurement environments, for example, where Procurement Post Reviews (PPRs) have identified noncompliance or poor performance. They also include a review of both Post Review and Prior Review contracts, as well as the IsDB's performance in executing its fiduciary responsibilities.

### **4.2 Change from Post Review to Prior Review**

A contract whose cost estimate was below IsDB's Prior Review threshold indicated in the PP shall fall under Prior Review if the price of the lowest evaluated Proposal (Bid) exceeds such threshold. All related Proposal/Bidding Documents already processed, including the Evaluation Report and recommendation for award, shall be submitted to IsDB for its Prior Review and No-Objection before the award of the contract.

When, to the contrary, the price of the selected Proposal/Bid falls below the Prior Review threshold, the Prior Review process shall continue. Under certain circumstances, IsDB may require to follow a Prior Review process for a contract below the Prior Review threshold, such as in the case of: a) a complaint it has determined to be of a serious nature; b) when the Procurement method requires change due to higher or lower cost estimates than previously assessed, for example from National Competitive Bidding to International Competitive Bidding (ICB) (and inversely), and as such the PP shall be modified by the Beneficiary and submitted to IsDB for review and No-Objection.

### **4.3 Misprocurement**

IsDB may declare mis-Procurement for any of the reasons provided in Paragraph 1. 38. In doing so IsDB shall promptly inform the Beneficiary of such determination. The reasons for declaring a mis-Procurement include if IsDB determines that the, Goods, Works or related services and Consultant Services were not procured in accordance with the: a) agreed procedures and methods reflected in the Financing Agreement and/or Guidelines; b) agreed procedures and methods reflected in the PP to which IsDB gave its No- Objection; or the contract is not consistent with the agreed procedures and methods reflected in the Financing Agreement, Guidelines and/or the PP.

### **4.4 Translations**

In the case of Prior Review contracts, and if national Firms were permitted to submit a Proposal in the national language, different from English, Arabic and French, a certified translation of the Proposal, Consultant Evaluation Report, and the draft contract in either English, French, or Arabic shall be provided to IsDB to facilitate the review. Such certified translation shall also be provided to IsDB for any subsequent modifications of such contracts. For Post Review contracts, and in order to facilitate IsDB review, the Beneficiary shall also provide IsDB with certified translation of the winning Proposal, Consultant Evaluation Report and signed contract as well as any other documents that IsDB reasonably requests

#### **4.5 Beneficiary's Records**

For Prior and Post Review contracts, the Beneficiary shall retain all documentation with respect to each contract during Consultant selection, awarding the contract and project implementation, for a period of two (2) years after the closing date of the Financing Agreement and as per requirements detailed in the Guidelines.

## Annex I. IsDB Member Countries

The Islamic Development Bank is made up of fifty-seven (57) Member Countries.

- Afghanistan
- Albania
- Algeria
- Azerbaijan
- Bahrain
- Bangladesh
- Benin
- Brunei
- Burkina Faso
- Cameroon
- Chad
- Comoros
- Cote D'Ivoire
- Djibouti
- Egypt
- Gabon
- Gambia
- Guinea
- Guinea Bissau
- Guyana
- Indonesia
- Iran
- Iraq
- Jordan
- Kazakhstan
- Kuwait
- Kyrgyz Republic
- Lebanon
- Libya
- Malaysia
- Maldives
- Mali
- Mauritania
- Morocco
- Mozambique
- Niger
- Nigeria
- Oman
- Pakistan
- Palestine
- Qatar
- Saudi Arabia
- Senegal
- Sierra Leone
- Somalia
- Sudan
- Suriname
- Syria
- Tajikistan
- Togo
- Tunisia
- Turkey
- Turkmenistan
- Uganda
- United Arab Emirates
- Uzbekistan
- Yemen



For any additional information, such as Standard Bidding Documents (SBDs), Guidance, training materials and briefing, please see

[www.isdb.org/Procurement](http://www.isdb.org/Procurement)

