LETTER OF INVITATION

SELECTION OF INDIVIDUAL CONSULTANT

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Project Procurement

Country Program Complex

## LETTER OF INVITATION

SELECTION OF INDIVIDUAL CONSULTANT

[*Insert: No….* ]

[*Insert: Financing Reference No*]

*[Insert: Location and Date*]

Dear Mr./Ms.,

**Subject:** Request for Application from individual consultants

[*Insert: Name of Beneficiary*] (hereinafter called “Beneficiary”) has *[received or applied for]* a financing from the Islamic Development Bank "the IsDB"] to in the form of a [*insert: type of Shari’ah financing instrument(s)*] toward the cost of the [*insert: name of the project* or designation of *assignment*] and intends to use part of the funds of this financing to make the payments authorized under the Contracts for which this Letter of Invitation issued.

1. The *[insert: Name of the Executing Agency*] now requests information on the qualification of the experts selected on the shortlist for the provision of the following consultancy services: [*insert title of assignment*]. Detailed information about the Services is provided in the Terms of Reference annexed to this Letter of Invitation.
2. The Letter of Invitation has been addressed to the experts on the shortlist, whose names appear below:

3. The probable duration of the assignment will be *[insert the duration of the assignment*].

4. The Terms of Reference (TOR) indicating the scope of the task to be performed as well as the services required of the selected consultants are attached to the Letter of Invitation. You are requested to comment on the TOR of the proposed task, to present your practical experience and your updated Curriculum Vitae.

5.Applications to be submitted by the selected individual consultants will be evaluated against the following criteria:

1. General qualification of the individual consultant: 30 points
2. Adequation of the consultant's expertise and experience for the assignment: 50 points
3. Experience in the region and sector:15 points
4. Language: 5 points

6. Only applications from consultants who have obtained a minimum of (at least 70 points) will be considered to accomplish this task. All consultants will be ranked and the first on the list might be selected for this task.

7. Please acknowledge receipt of the Letter of Invitation within…. days

8. If you are unable to respond, please inform us as soon as possible, by fax or email.

9. Pending your reply, I thank you in advance for having considered the Letter of Invitation.

Please accept, Madam/Sir, the expression of my distinguished consideration.

[*To be inserted: Signature, Name and title of the Client's representative*]

*Mailing address:*

*Tel:*

*Fax*

*E-mail:*

*Address:*

**SECTION I**

**TERMS OF REFERENCE**

**SECTION II**

**DRAFT CONTRACT (Time-Based or Lump-Sum)**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**Individual Consultant**

**Contract**

Lump-Sum



**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS**

**LUMP-SUM PAYMENTS**

**CONTRACT No. *[insert]***

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between [*insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address[[1]](#footnote-2)].*

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).  (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.  (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.” |
| **2. Term** | The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.  B. Schedule of Payments  The schedule of payments is specified below[[2]](#footnote-3):  *[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*  C. Payment Conditions  Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.  Payments shall be made to Consultant’s bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]* |
| **4. Project Administration** | A. Coordinator.  The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.  B. Reports.  The reports listed in Annex C, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3. |
| **5. Performance Standards**  **6. Inspections and Auditing** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.  The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures. |
| **7. Confidentiality** | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| **8. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software[[3]](#footnote-4). |
| **9. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project |
| **10. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| **11. Assignment** | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. |
| **12. Law Governing Contract and Language** | The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be[[4]](#footnote-5) *[insert language]* |
| **13. Dispute Resolution[[5]](#footnote-6)** | Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country. |
| **14. Termination** | The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:  (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.  (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. |

FOR THE CLIENT FOR THE CONSULTANT

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**List of Annexes**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant’s Personnel and corresponding unit rates

Annex C: Consultant’s Reporting Obligations

# Attachment 1: IsDB’s Policy – Corrupt and Fraudulent Practices

[“*Notes to the Client”: the text in this Attachment 1 shall not be modified*]

Guidelines for Procurement of Consultant Services under Islamic Development Project Financing, September 2018

**Fraud and Corruption:**

1.38 It is IsDB policy to require that Beneficiaries as well as Consultant Firms and Individual Consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel thereof, to observe the highest standard of ethics during the selection and execution of IsDB financed contracts[[6]](#footnote-7). In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects and Cross Debarment Agreement* shall be observed at all times. IsDB:

1. Defines, for the purposes of this provision, the terms set forth below as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
4. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
6. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.38(e) below.
7. Will reject a Proposal for award if it determines that the Consultant recommended for award, or any of its personnel, or its agents, or its sub-Consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
8. Will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of IsDB Project Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action, satisfactory to IsDB, to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
9. Will sanction a Firm or an individual, at any time, in accordance with prevailing IsDB sanctions procedures[[7]](#footnote-8), including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
10. to be awarded a IsDB financed contract; and
11. to be a nominated sub-contractor, Consultant, sub-Consultant, Supplier, or service provider of an otherwise eligible Firm being awarded a IsDB-financed contract; and
12. Will require that a clause be included in the RFP and in contracts financed by IsDB requiring Consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or Suppliers, to permit IsDB to inspect all accounts, records, and other documents relating to the submission of Proposals and contract performance, and to have them audited by auditors appointed by IsDB.

1. Avoid use of *“P.O. Box” address* [↑](#footnote-ref-2)
2. Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount. [↑](#footnote-ref-3)
3. Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8. [↑](#footnote-ref-4)
4. The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language. [↑](#footnote-ref-5)
5. In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.” [↑](#footnote-ref-6)
6. In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-7)
7. Individual may be declared ineligible to be awarded an IsDB financed contract upon: (a) completion of the IsDB sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as per IsDB’s Cross Debarment Agreement; and (b) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. [↑](#footnote-ref-8)