



Invitation For Bid (IFB)

Provision of Supplemental Workforce for IsDB

For

Islamic Development Bank HQ

Nov 2024

Invitation for Bid (IFB)

Dear Sir/Madam,

The Islamic Development Bank (IsDB), hereafter referred to as the “Purchaser”, would like to invite bids following IsDB’s Limited Bidding procurement procedure from eligible and qualified bidders for the Goods, Works and Services covered under the scope of this assignment. Hereafter will be referred to as the “Goods or Professional Services”. This invitation is not transferable to another bidder.

The bidding document, apart from this letter of Invitation for Bid (IFB), has the following sections.

Section I.	Instructions to Bidders (ITB)
Section II.	Eligibility Criteria and Definition of Integrity Violations
Section III.	Evaluation and Qualification Criteria (EQC)- <i>ToR (Appendix-1)</i>
Section IV.	Purchaser’s Requirements <i>ToR (Appendix-1)</i>
Appendix-1	Terms of Reference (ToR)

The eligibility requirements for the bidders are in Section II.

The minimum qualification requirements for the bidders are highlighted in sec 6 in the ToR document

The scope of the bidding shall be covered in detail in the attached ToR

The deadline for submitting bids shall be **Jan 8th 2025**.

Bids submission:

Bidder shall submit their Technical and Commercial proposals separately electronically sealed with passwords shared to the dedicated email addresses listed below:

Proposal Submission: 491d0ffb.isdb.org@emea.teams.ms

Passwords shall be sent to : ABahaj@isdb.org

For any technical questions or clarification please contact us: 6ad3ccb4.isdb.org@emea.teams.ms

** IsDB will not respond to any questions or inquiries received within the last 10 days of submission period.*

**Bidders may also submit their proposals through procurement systems if used.*

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

1. General

- 1.1. These instructions and all other sections of this Bidding Document as indicated in the Invitation for Bid should be read conjunction with the Invitation for Bid (IFB) and any Addenda issued in accordance with ITB 7.
- 1.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 1.3. The following terms are defined for the purpose of this bidding:
- 1.4. **“The Purchaser”** means the Islamic Development Bank or IsDB.
- 1.5. **“Day”** means calendar day unless otherwise specified.
- 1.6. **“Delivery Site”** is the location where the Professional Services will be delivered.
- 1.7. **“In-sourcing”** (secondment): provide professionally competent, experienced and subject matter expert staff upon IAD request, as needed. The assigned professional shall be working under the IAD’s staff supervision to deliver.
- 1.8. **“Co-sourcing”**: provide internal audit services (end-to-end audit cycle) on a co-sourcing basis, as and when needed, for any of the Bank’s Business, Operational or Support areas.
- 1.9. **“Delivery Site”** is the location where the professional services will be provided (e.g. IsDB headquarters, IsDB Regional Hubs or offices, or any other place required by the assignments).

2. Scope of Bidding

- 2.1. The scope of the bidding is indicated in the IFB.
- 2.2. If multiple workstreams are indicated in Section IV (Purchaser’s Requirement) and if the IFB permits the Bidder not to quote for all workstreams, the Bidder may quote prices for any or all workstreams.
- 2.3. If the IFB requires the Bidder to quote price(s) for all workstreams, the Bidder must quote for all workstreams otherwise the Bid may be rejected.

3. Eligible Bidders

- 3.1. A Bidder must meet the eligibility requirements in Section II.
- 3.2. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - a) all parties to the JV shall be jointly and severally liable; and
 - b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Eligible Goods and Related Services

Not Applicable

5. Anticorruption

- 5.1. IsDB's Anticorruption Policy requires IsDB staff, as well as bidders, suppliers, and Suppliers under IsDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. IsDB will reject a bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract. Definitions of such violations are in Section II.

6. Clarification of Bidding Document

- 6.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser's Representative at the address provided in the IFB. The Purchaser will respond in writing to any request for clarification, provided that such request is received with sufficient time for the Purchaser to respond prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired bid document directly from the IsDB, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 7 and 22.2. The Purchaser has no obligation to respond to all requests for clarifications.

7. Amendment of Bidding Document

- 7.1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 7.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 22.2.

8. Cost of Bidding

- 8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid regardless of the outcome of the bidding process.

9. Language of Bid

- 9.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in Arabic, or English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

- 10.1. The Bid shall comprise the following:
- a) Technical and commercial proposals
 - b) Company profile
 - c) Certificate of practice on manpower provision from the Saudi government

11. Bid Submission Sheet and Price Schedules

- 11.1. ~~The Bidder shall submit the Bid Submission Sheet using the form furnished in Section III, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. (Not applicable)~~
- 11.2. ~~The Bidder shall submit the Price Schedules for Professional Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms. (Not applicable)~~

12. Bid Prices

- 12.1. The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 12.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 30.3
- 12.3. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.
- 12.4. The incoterm CIP, and other similar terms if indicated in the bidding document, shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids.

- 12.5. Prices shall be quoted as specified in each Price Schedule included in Section V, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 12.6. The quotation shall exclude all taxes and other levies payable by the Supplier in accordance with the laws of the in the Country of Deliver Site and in the Kingdom of Saudi Arabia. The Purchaser shall seek tax exemption for this Contract from the authorities in the Country of Delivery Site and in the Kingdom of Saudi Arabia, otherwise an appropriate additional amount will be added to the above price when the contract is finalized, in order for the supplier to fulfil its tax obligations in the Country of Delivery Site and in the Kingdom of Saudi Arabia.
- 12.7. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

13. Currencies of Bid

- 13.1. A Bidder may express its bid price in any fully convertible currency or in the currency of the Kingdom of Saudi Arabia. However, the SAR is encouraged.

14. Documents Establishing the Eligibility of the Bidder

- 14.1. ~~To establish their eligibility in accordance with ITB 3, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section III (Bidding Forms).~~ (Not applicable)

15. Documents Establishing the Eligibility of the Professional Services

- 15.1. ~~To establish the eligibility of the Professional Services, in accordance with ITB 4, Bidders shall indicate the country of origin in the Price Schedule Forms, included in Section V (Bidding Forms).~~ (Not applicable)

16. Documents Establishing the Conformity of the Professional Services to the Bidding Document

- 16.1. To establish the conformity of the Professional Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Professional Services conform to the requirements specified in Section IV (Purchaser's Requirement).
- 16.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Professional Services, demonstrating substantial responsiveness of the Professional Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section IV (Purchaser's Requirement).

17. Documents Establishing the Qualifications of the Bidder

- 17.1. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of

the qualification criterion specified in Section III (Evaluation and Qualification Criteria). The requirement for submission of documents establishing the qualifications of the Bidder may be waived for bidders who have been prequalified for this bidding through a prequalification process if such waiver is provided in Section III (Evaluation and Qualification Criteria).

~~17.2. A Bidder that does not manufacture or produce the Professional Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Professional Services to supply these Professional Services in the Country of the Delivery Site. (Not applicable)~~

17.3. A Bidder that does not conduct business within the Country of the Delivery Site shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Section IV (Purchaser's Requirement).

18. Period of Validity of Bids

18.1. Bids shall remain valid for the period of **90 days** as indicated in the IFB after the bid submission deadline date.

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request without breaching its Bid-Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Securing Declaration

~~19.1. A Bidder shall furnish as part of its bid a Bid Securing Declaration using the form included in Section III, Bidding Forms. Any Bid not accompanied by a compliant Bid Securing Declaration shall be rejected by the Purchaser as non-responsive. (Not applicable)~~

20. Format and Signing of Bid

20.1. The original Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a Power of Attorney or Board Resolution.

21. Sealing and Marking of Bids

~~21.1. Bidders may submit their bids by courier or by hand and shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The inner and outer envelopes shall:~~

- ~~a) bear the name and address of the Bidder;~~
- ~~b) be addressed to the Purchaser in accordance with IFB;~~

~~c) bear the IFB No. and~~

~~d) bear a warning not to open before the time and date for bid opening.~~

~~21.2. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.~~

Submission shall follow the guidelines outlined in the page 1 of the RFP

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the submission date and time indicated in the IFB.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except that Withdrawal Notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written Notice. All Notices must be:
 - a) submitted in accordance with ITB Clauses 20 and 21 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
 - b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

25. Bid Opening

- 25.1. The Bid Evaluation Committee (BEC) of the Purchaser shall conduct the bid opening immediately after the deadline for submission of Bids.

26. Confidentiality

- 26.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until notification of the Contract award.
- 26.2. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.

- 26.3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 31.

28. Deviations, Reservations, and Omissions

- a) During the evaluation of bids, the following definitions apply:
- b) "Deviation" is a departure from the requirements specified in the Bidding Document;
- c) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- d) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

- 29.1. The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB10.
- 29.2. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - a) if accepted, would:
 - b) affect in any substantial way the scope, quality, or performance of the Professional Services specified in Section IV (Purchaser's Requirement) and Section IV (Terms and Conditions of Supply); or
 - c) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - d) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3. The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section IV, (Purchaser's Requirement) and Section IV (Terms and Conditions of Supply) have been met without any material deviation or reservation.

30. Nonmaterial Nonconformities

- 30.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 30.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section II, Evaluation and Qualification Criteria.

31. Correction of Arithmetical Errors

- 31.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price

shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security shall be forfeited, or its bid securing declaration shall be executed.

32. Conversion to Single Currency

32.1. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into US Dollars using IsDB's daily currency exchange rates issued on the day of submission date indicated in the IFB.

33. Margin of Preference

33.1. Bidders should refer to Section III and check if a margin of preference for Professional Services originated from IsDB member country will apply to this Bidding.

34. Evaluation of Bids

34.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2. To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section II, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

34.3. To evaluate a Bid, the Purchaser shall consider the following:

- a) the bid price as quoted in accordance with ITB 12;
- b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- c) price adjustment due to application of the evaluation criteria specified in Section III, Evaluation and Qualification Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Professional Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.

34.4. The Purchaser's evaluation of a bid will exclude and not take into account:

- a) in the case of Professional Services offered from within the Country of the Delivery Site, all sales tax and all other taxes, applicable in the Country of the Delivery Site and payable on the Professional Services if the Contract is awarded to the Bidder;
- b) in the case of Professional Services offered from outside the Country of the Delivery Site, all customs duties, sales tax, and other taxes, applicable in the Country of the Delivery Site and payable on the Professional Services if the Contract is awarded to the Bidder;

35. Comparison of Bids

- 35.1. The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 34.
- 35.2. If multiple Lots are indicated in Sections IV (The Purchaser's Requirement) and if the IFB permits the Bidder to quote prices for any or all Lots, the Purchaser will evaluate and compare Bids on the basis of each individual Lot or a combination of Lots in order to arrive at the least cost combination for the Purchaser.

36. Post-qualification of the Bidder

- 36.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 36.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 37.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

38. Award Criteria

- 38.1. The Purchaser shall award the Contract to the Bidder whose Scores the highest combined scoring of the technical and commercial evaluation.
- 38.2. If multiple workstreams are indicated in Sections IV (The Purchaser's Requirement) and if the IFB permits the Bidder to quote prices for any or all workstreams, the Purchaser may award Contracts to two or more responsive bidders whose Bids represent the least cost combination for the Purchaser as mentioned in ITB35.2.

39. Notification of Award

- 39.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, or each of the Bidders who win multiple lots contract award, in writing, that its Bid has been accepted.
- 39.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3. The Purchaser will send a Letter of Regret to unsuccessful Bidders informing them that their Bids are not accepted. After receipt of the letter, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond to such requests.

40. Signing of Contract

- 40.1. Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement and the Terms and Conditions of Supply.
- 40.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

SECTION II. ELIGIBILITY REQUIREMENTS AND DEFINITION OF INTEGRITY VIOLATIONS

1. Eligibility Requirements

- a) 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 Cooperation, the League of Arab States and the African Union.
- b) The IsDB prefers to contract vendors from Member Countries. When such preference is to be applied in selecting vendors, the invitation for bids, invitation for quotations, invitation for expression of interest and/or the request for proposals shall define how such preference will be applied in the selection process.
- c) A vendor that is on any IsDB sanction or suspension list due to misconduct, administrative actions, integrity violations or poor performance list shall be ineligible for IsDB corporate procurement contract.
- d) The IsDB shall not contract any vendor who is unsuitable for or has conflict of interest or perceived conflict of interest in executing a contract with IsDB.

2. Definition of Integrity Violations

- 2.1. IsDB will reject a bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract. Corrupt, fraudulent, collusive, coercive, obstructive practices and integrity violations are defined as follows:
 - (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“coercive practice”** means 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;
 - (iv) **“collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- (v) **“obstructive practice”** means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB’s contractual rights of audit or access to information; and

- (vi) **“integrity violation”** is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistle-blowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

1. Qualification Criteria

1.1. The Bidders must meet the following qualification criteria:

- Qualification criteria are described in sec 6 of the ToR

2. Technical Criteria

2.1. The Bidders must submit bids that comply with the minimum technical requirements in Section IV. The Purchaser may reject any bid that fails to meet such minimum requirements.

2.2. The Purchaser reserve its right to accept a minor deficiency in technical compliance. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radially as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the non-conforming items or components deducted.

[Insert: "The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section IV, Schedule of Supply shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids"]

3. Economic Criteria

3.1. The price shall be the only criterion when evaluating a bid after the bid has passed the eligibility and technical evaluation.

3.2. Deviations from the Terms of Payment as specified in Section IV (Terms and Conditions of Supply) are not permitted. **(Not applicable)**

3.3. Deviations from the delivery and competition Schedule specified in Section IV (Purchaser's Requirement) are not permitted. **(Not applicable)**

Margin of Preference

Not applicable

SECTION IV. PURCHASER'S REQUIREMENTS

Please refer to the ToR section in Appendix- A

SECTION V. BIDDING FORMS

(Not applicable)

APPINDEX- 1 TERMS OF REFERENCE (TOR)

1. Introduction
2. Objective of the assignment
3. Scope of and expected deliverables of the assignment.
4. Other terms and conditions of the assignment.
5. Resources and requirements of the assignment.
6. Evaluation Criteria.
7. Duration of Contract.

1. Introduction

- 1.1. Islamic Development Bank (IsDB) is a multilateral development bank established in 1975, with its mission is to foster economic development and social progress in the 57 member countries and Muslim communities worldwide. The bank is based in Jeddah, Saudi Arabia, and operates through eleven regional hubs globally, along with one Centre of Excellence.
- 1.2. Currently, IsDB employs over 850 staff members, distributed between its headquarters and the regional hubs globally. To support and supplement the current workforce, IsDB engages additional workers, employed through a vendor, on a temporary basis to meet our short-term staffing needs. This additional workforce is referred to as the Supplemental Workforce (SWF). The SWF are primarily engaged in providing clerical, administrative or technical support to the bank.
- 1.3. There are four main categories for the SWF who are employed via the vendor:
 - General clerk – mainly to perform general clerical duties.
 - Administrative Support Officer – mainly to perform administrative support responsibilities.
 - Technical Support Officer – provides both administrative support and technical support to the business units, in the specific skill areas.
 - Senior Technical Support Officer – provides a more specialized expertise and technical skills to the business unit.
- 1.4. Currently, there are about 160 SWF in the bank. The vendor selected by IsDB may be a potential vendor for the other entities and to also provide services to the other regional hubs, where applicable.

2. Objective of the Assignments

- 2.1. IsDB invites proposals from qualified vendors to undertake comprehensive services, as outlined in Section 3 of this document. . The selected vendor shall be responsible for managing the complete cycle of recruitment, administration and operational HR tasks for the management of the SWF, ensuring compliance with IsDB's standards and local regulations.
- 2.2. The objectives of the assignment are delineated as follows:
 - i. Partnership with IsDB: The new vendor shall partner with IsDB and shall take over the services of supplying the SWF from the current vendor.
 - ii. Expand the bank's pool of potential workforce: The new vendor is expected to support IsDB expanding its pool of potential workforce, ensuring an adaptable talent pipeline.

iii. Provide the SWF required by IsDB: Provision of SWF to meet the bank's organizational needs through temporary staffing, which may be extended to the regional hubs, where applicable. This includes rigorous vetting processes and strict adherence to applicable law and practices.

3. Scope and Expected deliverables from the assignments

3.1. The SWF at IsDB has been supplied by a long-standing vendor partner. To ensure a smooth transition and minimize operational disruption, the assignment has been structured into three main phases:

- Phase 1 – Data Gathering and Planning Phase
- Phase 2 – Transition Phase
- Phase 3 – Full Operational Phase

3.2. Phase 1: Data Gathering and Planning Phase

1. Phase 1 focuses on the comprehensive collection and analysis of relevant data, setting a foundation for informed decision-making for the assignment and the planning phase for the project

2. The scope of work under this phase shall involve:

- i. Provide support, tools and template for IsDB to obtain and gather all relevant and existing data and information, including terms and conditions, leave details of SWF, tasks description and other pertinent employee details.
- ii. Provide the tools and templates for IsDB to perform a detailed assessment of current SWF, to evaluate their performance, proficiency, and alignment with bank's requirements.
- iii. Develop the transition plan for the changeover of the existing vendor to the new vendor.
- iv. Develop the sourcing and recruitment strategy to be implemented throughout the contract period, ensuring continuity and quality of workforce management provided to the bank.

3. The expected deliverables for Phase 1 shall be as follows:

- i. Comprehensive data report. A detailed report that compiles all relevant data on the existing SWF, including but not limited to personnel data, leave balances, contract expiry date, and other employment information.
- ii. Diagnostic Analysis report. A thorough analysis of the current process of acquiring the SWF, which shall include any opportunities for improvements.
- iii. Staff assessment report. A detailed assessment report on the SWF, evaluating

their performance and the alignment with the bank's requirements.

- iv. Transition plan. This shall include, but not limited to, the proposal on assessment and criteria for employment, timeline, deployment of appropriate systems, tools

- and processes, and the identification of resources for all phase, including permanent representative(s) for the operational phase.
- v. *Service Level Agreement (SLA)*. The SLA shall detail the expected timeline and level of service, key performance indicators, the responsibilities of both parties and reporting requirements.
 - vi. *Communication plan*. To communicate the key changes to the staff, including the transition or demobilization plan.
 - vii. *Timeline and plan for the next phase*. The plan shall outline the proposed activities for the subsequent phases based on the findings of Phase 1. This plan shall include the timelines and resource requirements.
4. Phase 1 shall be completed not later than 4 months from the commencement date.

3.3. Phase 2: Transition Phase

1. Phase 2 focuses on developing a robust transition plan, based on the input from Phase 1. This shall include identifying key activities in ensuring the transition into full operationalization phase can be conducted seamlessly. The scope of work for Phase 2 shall be as follows:
 - i. *Data Migration*: Plan and execute the migration of data, including employee information, payroll data, and performance records, from the current vendor's systems to the new vendor's systems.
 - ii. *Role Confirmation*: Confirm the SWF's role and responsibilities under the new vendor. The vendor shall communicate with the SWF with any relevant changes.
2. The deliverables for Phase 2 shall include the followings:
 - i. Comprehensive report detailing the complete handover of duties and responsibilities from the current vendor, including status updates or any ongoing tasks that need continuous attention.
 - ii. Report on placement confirmation of each SWF member, indicating successful transition and placed into their assigned role within the bank.
 - iii. Data Migration Execution Report documenting the execution of the data migration process.
3. Phase 2 shall be completed no later than 2 months from the date of the approvals of the deliverables from Phase 1.

3.4. Phase 3: Full Operational Phase

Phase 3 marks the phase where the new vendor shall assume full responsibility of supplying the SWF to IsDB, in line with the applicable terms and conditions and rules for SWF. The scope of services of the new vendor under this phase will include, but not limited to, the followings:

- i. Recruitment process management. Manage the end-to-end recruitment process for SWF and candidates based on requirements provided by IsDB. This shall include advertising, sourcing, attracting qualified candidates, screening and matching candidates to IsDB criteria and facilitating interviews by hiring managers.
 - ii. Pre-employment and Onboarding. Conduct and facilitate pre-employment and onboarding activities, including background checks, medical check-ups, declarations of close relatives, and all related activities to adhere to the local laws and regulations and other related compliance checks. .
 - iii. Contract and Job Offer Management. Issue job offers and employment contracts to SWF, as per IsDB's approval, in accordance with the prevailing salary scale and laws of the host country.
 - iv. HR Administration and Operations. Maintain accurate personnel data, manage leave administration, handle staffing replacements promptly, manage separations smoothly, and oversee the offboarding process.
 - v. Payroll and benefits administration. Manage SWF members' payroll, ensuring accurate and timely payments, administer benefits such as health insurance, and address payroll-related inquiries or issues.
 - vi. Performance Management. Facilitate the annual performance management process for SWF using the prescribed tools agreed by IsDB, address performance issues, and take corrective actions as necessary. The vendor may propose any annual training plan as part of the corrective actions.
 - vii. Documentation, Communication and Reporting. Maintain all relevant documentations, invoices, maintain regular communications, and address any feedback or concerns from the bank or SWF members promptly, provide periodic reporting as required by the bank.
2. Based on the scope of work above, the expected deliverables for the Full Operational phase shall be as follows:
- i. SWF deployed to IsDB or any IsDB's location as required by the bank.
 - ii. Periodic reports as required by the bank, which are in line with the SLA and the agreed KPIs.
- 3.5. This phase is a critical stage where the assignment is moving towards the day-to- day operational activities. It is expected that this phase shall continue from the end of the preceding two phases until the end of the contract period.

4. Other terms and conditions of the assignment

- 4.1. All deliverables, including reports and proposals, at each phase shall be documented, reviewed and developed with input and feedback from IsDB. All relevant comments/feedback shall be incorporated in the final report, which shall be approved by IsDB. The approvals shall serve as a mandatory prerequisite prior to moving into the next phase of the assignment.
- 4.2. The vendor shall propose the number of personnel who will be assigned to this deliver the scope of this assignment, based on the requirements set forth in this document. Additionally, it is worth noting that IsDB requires at least one full-time representative from the vendor who will be based in IsDB headquarters to manage the day-to-day operations, starting from Phase 2 until the end of the contract.
- 4.3. During the contract period, the vendor will securely store all personnel information in compliance with data protection laws and industry best practices. All data will be encrypted and housed within secure servers, accessible only to authorized personnel. Regular audits and access controls will be implemented to ensure the confidentiality and integrity of the data throughout the contract term.

5. Resource requirements of the assignments

- 5.1. The vendor is expected to establish a formal team to work and deliver on this assignment. A clear organization chart and areas of responsibilities need to be submitted by the vendor to describe the role and responsibility of each team member as well as the level of responsibility, for different phases of the assignment.
- 5.2. The selection of a vendor for this assignment shall be based on a thorough evaluation of their resource capabilities and industry experience, ensuring they can meet the bank's specific needs.

- 5.3. The bank requires the vendor to appoint a Project Manager to liaise with IsDB and oversee the progress and execution of the activities under each phase. The team of the vendor must be equipped with proper resources required to successfully implement the assignment within the appropriate timeframe, budget and requirements.

6. Evaluation Criteria

- 6.1. Proposals will be reviewed by a selection committee established by the IsDB and will be evaluated based on the criteria that has been agreed.
- 6.2. The bank requires the vendor to have the following experience and qualifications:
 - i. Demonstrated track record of minimum 10 years of experience in similar assignments, substantiated by evidence affirming the vendor's ability to oversee and regulate workforce requirements for similar industries and similar-sized institutions.
 - ii. Possession of appropriate HR system for data repository and relevant HR processes.
 - iii. Prior experience in managing legal and compliance matters pertaining to employment in KSA, where applicable.
 - iv. Confirmation of the vendor's lawful registration to furnish manpower with KSA.
- 6.3. The bank requires the vendor to have the following staff expertise to support the execution of the assignment:
 - i. Staff members who will be engaged in the assignment shall have a minimum of 8 years of experience in human resources and administrative functions.
 - ii. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
 - iii. Demonstrated expertise in being a strategic partner with clients.
- 6.4. The Overall Quality of Technical Proposal based on the following criteria:
 - i. Understanding of the objectives of the assignment
 - ii. Quality of methodology and proposals as per the scope of work
 - iii. Quality of program, implementation plan and proposed timeline

7. Duration of contract

4 years (from Phase 1 to Phase 3), on a renewable basis, subject to performance and the needs of the bank