

# Request for Proposal

On

BCC2026-001 Preparation of the Third Generation of the Alliance to Fight Avoidable Blindness (AFAB)

For

Islamic Development Bank HQ

December 2025

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#### LETTER OF INVITATION

18th December 2025

## BCC2026-001 Consultancy Services for the Preparation of the Third Generation of the Alliance to Fight Avoidable Blindness (AFAB)

- 1. The Islamic Development Bank (IsDB) has approved an administrative budget for financing consulting services for the above project. IsDB will select and engage the Consultants in accordance with the IsDB Corporate Procurement Policy (Policy).
- 2. IsDB now invites Proposals to provide the consulting services (Services) as described in the Terms of Reference. The firm will be selected using *Quality and Cost Based Selection* (QCBS) following the procedures in this Request for Proposal (RFP).
- 3. It is not permissible to assign this invitation to any other firm.
- 4. The RFP includes the following documents:

Letter of Invitation (LOI)

Section 1: Definitions

Section 2: Instructions to Consultants (ITC)

Section 3: Data Sheet

Section 4: Eligibility Requirements

Section 5: Evaluation Criteria

Section 6: Standard Forms for Proposal Submission

Section 7: Terms of Reference (TOR)

Section 8: General Conditions of Agreement

Section 9: Consultancy Services Agreement (Particular Conditions of Agreement)

- 5. Please acknowledge the receipt of this Letter of Invitation and inform IsDB within 5 working days from the date of receipt of this Letter of Invitation:
  - (a) Whether or not you will be submitting a Proposal; and
  - (b) If so, whether you will be submitting a Proposal alone, as a Joint Venture or as a Lead Firm in an Association;
  - (c) In the case of a Joint Venture, whether or not you will be submitting as the Lead Partner.

Yours sincerely,

#### May Ali Babiker Eltahir

Director

Cooperation and Capacity Development Department



#### SECTION 1 DEFINITIONS

"IsDB" means "Islamic Development Bank".

**"IsDB Corporate Procurement Policy"** is IsDB's policy that sets out the general principles governing corporate procurement of IsDB. For details, please refer to <a href="https://www.isdb.org">www.isdb.org</a>.

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

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

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

"Contract" means the contract signed by the IsDB and the Consultant and all the attached documents listed in the Contract.

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

"CQS" means Consultant's qualification Selection.

"ETP" stands for "Evaluated Total Price".

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

"Day" means calendar day, except where otherwise stated.



"Field Work" means the Consultant's work at an assignment location other than the city or province where the Consultant holds permanent residence or office.

"FBS" means "Fixed Budget Selection".

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

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

"HRMD" standards for "Human Resources Management Department".

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

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

"LCS" means "Least Cost Selection".

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

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

"Off-site assignment" means an assignment that requires the consultant to work at a location other than IsDB's premises.



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

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

"Proposal" means a technical proposal or a financial proposal, or both.

"QBS" means Quality-based Selection.

"QCBS" means Quality- and Cost-based Selection.

"RFP" means this Request for Proposal.

"Requesting Department" or "RD" means the department within IsDB that requests for the Services.

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

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

"SSS" means "Single Source Selection".

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

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

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



#### **SECTION 2. INSTRUCTIONS TO CONSULTANTS**

- 1. Selection Method IsDB intends to select Consultant from those listed in the Letter of Invitation using QCBS for providing Services to the IsDB in accordance with the TOR in Section 7.
- 2. Client The IsDB is the Client of the Services. The Requesting Department, the authorized representative of the IsDB and the contact details are indicated in the Data Sheet.
- Contract The Consultants are invited to submit Proposals for the Services. The Proposal will be the basis for contract negotiations. The Form of Contract is in Section 8.
- 4. Reservation Clause Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if selected. The IsDB is not bound to accept any proposal, and reserves the right to postpone or annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 5. Counterpart Support Where specified in the Data Sheet and at no cost to the Consultant, the IsDB shall provide the Counterpart Facilities for contract implementation specified in the Data Sheet and make available relevant data and documents relevant to the Services.
- 6. Conflict of Interest IsDB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with IsDB's policies, rules and procedures, or applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under IsDB's Group Integrity Policy which is accessible at www.isdb.org.



- 7. Conflicting Activities Without limitation on the generality of the foregoing, Consultants (including Sub-Consultants) shall not be recruited under the circumstances set below:
  - (a) Conflict between consulting activities and procurement of goods, works or services: Consultants that have been engaged by IsDB to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a Consultant hired to provide consulting services for the preparation of bidding documents shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the consultant's services for such preparation.
  - (b) <u>Conflict among consulting assignments</u>: Consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant. As an example, Consultants hired to implement a project shall not be hired again to conduct post evaluation of the same project.
  - (c) Relationship with IsDB staff: Consultants that have a business or family relationship with the IsDB staff member(s) who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract, or (iii) supervision of such Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to IsDB throughout the recruitment process and the execution of the Contract.
- **8. Disclosure of Conflict of Interest** Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- **9. Anticorruption** IsDB's Corporate Procurement Policy requires that all IsDB staff as well as Consultants under IsDB Contracts, observe the highest standard of ethics during the selection process and in execution of such Contracts. IsDB:
  - (a) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in



- corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;
- (b) will sanction a party, including declaring ineligible, either indefinitely or for a stated period of time, such party from participation in IsDB financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IsDB financed contract; and
- (d) will have the right to require consultants to permit IsDB or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the Contract and to have them audited by auditors appointed by IsDB.
- 10. One Proposal Shortlisted Consultants, may only submit one Proposal. However, this does not limit the inclusion of Sub-Consultants in more than one Proposal. In each proposal, alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position in the Proposal.
- 11. Validity The time period during which the Consultants' Proposals must remain valid from the deadline for the submission of Proposals is indicated in the Data Sheet. During this period, Consultants shall maintain the availability of thier personnel nominated in the Proposal. The IsDB will make its best effort to complete negotiations within this period. Should the need arise, the IsDB may request Consultants to extend the validity period of Proposals. Consultants have the right to refuse to extend the validity of their Proposals.
- **12. Eligibility** The Consultant and all personnel proposed in the Consultant's Proposal must meet IsDB's eligibility requirements in accordance with IsDB's Corporate Procurement Policy. Details are in **Section 4 Eligibility Requirements**. Consultants



- must seek clarifications following instructions in 15 if the Consultants have any question on eligibility.
- **13. IsDB Member Country Preference** The Consultant should check the Data Sheet if any preference is to be given to consultants from IsDB member countries for this selection. If a preference is indicated in the Data Sheet, Section 5 shall contain evaluation criteria on how such preference will be applied in the evaluation.
- 14. Registration in IsDB's Database for Consultants (SAP ARIBA) Consulting Firm to participate in the bidding process for the Services through SAP ARIBA Registration, a consulting firm must first be a legally recognized entity. Additionally, if the firm is chosen for contract award and has not previously registered in SAP ARIBA, it must complete the registration process in SAP ARIBA. before engaging in contract negotiations if they have not previously registered in the platform. Please find the link for the registration: <a href="http://isdb.supplier.mn2.ariba.com/ad/selfRegistration/">http://isdb.supplier.mn2.ariba.com/ad/selfRegistration/</a>.
- 15. Clarification of RFP- Consultants may request a clarification of any contents of the RFP no later than seven days (7) before the deadline for the submission of Proposals. The request for clarification must be sent by email of fax to the the IsDB's authorized representative whose contact details are in Data Sheet. The IsDB will respond by email and/or fax. The response (including an explanation of the query but without identifying the source of inquiry) will also be sent by email and fax to all shortlisted Consultants except for cases where the query and answer involve company commercial information or personal information or information that is not appropriate for disclosure to a third party. Should the IsDB deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under 15.
- 16. Amendment of RFP/Extension of Submission Deadline At any time before the deadline for the submission of Proposals, the IsDB may amend the RFP by issuing an addendum. The addendum will be sent to all shortlisted Consultants by e-mail and fax and will be binding on them. Consultants shall acknowledge receipt of all amendments through by email and/or fax. If the amendment is substantial, the IsDB may extend the deadline for the submission of Proposals in order to give Consultants



reasonable time for taking the amendment into account in their Proposals. In any event, the IsDB can extend the deadline for the submission of Proposals at its discretion.

- **17.** Language The Proposal, as well as all related correspondences exchanged by the Consultants and the IsDB, shall be in Arabic, and/or English, and/or French.
- **18.** Compliance with RFP In preparing their respective Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not meet the requirements of the RFP may fail to meet the minimum qualifying score as indicated in the Evaluation Criteria in Section 5.
- **19. Joint Venture -** For the purpose of submitting a proposal, a shortlisted Consultant may enhance its expertise for the assignment by forming a Joint Venture with non-shortlisted firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.
  - a) In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal and (ii) a power of attorney (executed by all partners) that authorizes the designated Lead Partner of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to the Technical Proposal of such Consultant.
  - b) No shortlisted Consultant (including any Joint Venture partner) can associate with another shortlisted Consultant, and every Full-Time Employee of a shortlisted Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant shortlisted for the Assignment.
  - c) A shortlisted Consultant, in the case of a Joint Venture or an association (i.e., lead firm and sub-consultants), may add additional partners or associates/sub-consultants, subject to the restrictions in (ii) above, in its Proposal to broaden its range of expertise and experience.



- d) The Joint Venture Agreement shall identify the Lead Partner. All Partners in a Joint Venture shall sign the Proposal unless the Lead Partner is nominated to do so in the power of attorney.
- 20. Proof of Status Prior to contract negotiations, the selected Consultant will be required to update or confirm its legal status as registered in the SAP Ariba. The proof of the legal status that should be entered into SAP Ariba may include certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of the relevant country establishing the Consultant's status to conduct or transact business as a legal entity.

#### 21. Technical Proposal

- a) The Consultants are required to submit a Technical Proposal. The Technical Proposal shall provide the information required in the Technical Forms provided in Section 6.
- b) The Consultants must submit one CV for each and every position of key personnel as indicated in the Technical Proposal Evaluation Summary Sheet in Section 5. Proposals which do not comply with this requirement may be rejected.
- c) Should the Consultant wish to propose different number and combination of positions, it may do so by including a section named "Adjusted Team Composition" in its Proposal and attach the relevant CVs to this Section. Justifications must be provided if the adjusted team composition is proposed. The Client may consider this adjusted team composition after the Firm is selected based on the evaluation of its Proposal that complies with the original requirement in 21. a).
- **22. No price in Technical Proposal -** The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non-responsive.



- 23. Financial Proposals The Consultants are required to prepare the Financial Proposal using the Financial Forms provided in Section 6. All activities and items described in the Technical Proposal must be priced in the Financial Proposal. For non-remuneration (e.g. out-of-pocket) related omissions, any activities or items described in the Technical Proposal but not priced, shall be assumed to have been included in the prices of other activities or items provided for in the Financial Proposal.
- 24. Maximum budget Consultants must check Data Sheet whether there is an indication of maximum budget. If a maximum budget is indicated, Consultant must prepare financial proposal within the maximum budget. Proposals with a total price, inclusive of provisional sums and contingency when applicable, exceeding the maximum budget may be rejected.
- 25. Currencies Consultants may express the price of their services in any fully convertible currency of an IsDB member country, singly or in combination. The same currency/currencies shall be used in the Contract for payment if the Consultant is awarded a Contract.
- **26. Exchange Rates** For evaluation purposes, all currencies in the financial proposals will be converted into US Dollars using the exchange rates prevailing on the Proposal Submission Date. The source of the exchange rate data is indicated in the Data Sheet.

#### 27. Submission of Proposals -

a) An authorized representative of the Consultant will sign the Technical Proposal Submission Letter and the Financial Proposal Submission Letter separately in the format provided in Section 6. The authorization shall be in the form of a written power of attorney accompanying each of the two separate Letters demonstrating that the representative has been duly authorized to sign. An authorized representative of the Consultants shall also initial all pages of the Financial Proposals.

- b) The Technical Proposal file shall be submitted to the email address shared in the Datasheet.
- c) The Financial Proposal file shall be submitted in electronic format in PDF encrypted or password protected.
- d) Financial Proposal Key/Password will be shared only with the authorized Corporate Procurement Representative separately as mentioned in data sheet.
- e) The two files containing the Technical and Financial Proposals separately shall be send through email to the email mentioned in the Datasheet.
- f) The Proposals must be sent to the IsDB's authorized email address indicated in the Data Sheet and received by the IsDB at the specified email address no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with 16. Any proposal received by the IsDB after the deadline for submission shall be returned unopened.
- g) The IsDB shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 28. No Influence on Evaluation From the deadline for the submission of Proposals to the time the Contract is awarded, the Consultants should not contact the IsDB on any matter related to the Proposal. Any effort by Consultants to influence the IsDB in the evaluation and recommendation for award of Contract will result in the rejection of the Proposal.
- 29. Evaluation of Technical Proposals The IsDB shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR, applying the evaluation criteria, specified in Section 5. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to a mandatory



requirement of the RFP or if it fails to achieve the minimum qualifying technical score of as indicated in Section 5.

- 30. Notification of Technical Evaluation Results After the technical evaluation is completed, the IsDB shall notify those Consultants whose Proposals did not meet the minimum qualifying technical score or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- **31.** Opening of Financial Proposals Financial Proposals shall be opened by the Consultant Selection Panel in the presence of a representative from IsDB's Group Internal Audit Department.
- 32. Evaluation of Financial Proposals - The IsDB will review the detailed content of a Financial Proposal. Financial Proposals will be reviewed to ensure they are complete (i.e. whether Consultants have priced all items of the corresponding Technical Proposal). For material omissions in remuneration, the IsDB will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price and correct any arithmetical errors. If less than the prescribed minimum person months inputs are provided, the IsDB will increase the cost of the Proposal by applying the highest remuneration rate for the personnel, as the case may be, set out in the Proposal. When correcting computational errors, in case of discrepancy between a partial amount and the total amount the partial amount shall prevail; in case of discrepancy between words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums). The ETP will be converted to US dollars in accordance with Para 26 of this Section.
  - (a) To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and an ETP in US dollars will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 100 Points. The



score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

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

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

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

Where:

S is the combined total score,

Wt is the weight of the technical score as indicated in Para 2 Section

5 Evaluation Criteria,

St is the technical score,

Wf is the weight of the financial score as indicated in Para 2 Section

5 Evaluation Criteria.

Sf is the financial score,

- (c) The first-ranked Consultants (with the highest total combined score) will be invited to contract negotiations.
- 33. Negotiations Unless otherwise indicated in the invitation to contract negotiations, the negotiations will be held at the date and address indicated in the Data Sheet or through correspondence. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm by email or fax availability and SAP ARIBA registration of all experts named in its Proposal. Failure in satisfying such requirements may result in the IsDB proceeding to initiate the negotiation process



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

- 34. Technical Negotiations Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, organization and Personnel, and any suggestions made by the Consultant to improve the TOR. The IsDB and the Consultant will finalize the TOR, Personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Scope of Services/TOR." Special attention will be paid to clearly defining the Consultancy Inputs and facilities required from the IsDB to ensure satisfactory implementation of the assignment.
- **35. Financial Negotiations** The financial negotiations will generally fine-tune the duration of the Consultancy Inputs, and the quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or otherwise agreed in the Financial Proposal. The details of an expert's remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations unless there is a budget constraint.
- 36. Availability of Personnel Having selected the Consultant on the basis of, among other things, an evaluation of proposed Personnel, the IsDB expects to negotiate a Contract on the basis of the Personnel named in the Proposal. Before contract negotiations commence, the IsDB will require written assurances that the Personnel will be actually available. The IsDB will not consider substitutions prior to or during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. The IsDB may also request the replacement of any expert nominated by the invited firm who received a rating below 70% (average) or is deemed to be unsuitable for a proposed position. In the event that the IsDB requests a replacement, such replacement shall not have a unit rate exceeding the remuneration proposed for the original candidate by the firm in its Financial Proposal. Any proposed replacement shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant

- within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.
- 37. Conclusion of the negotiations Negotiations will conclude with a review of the draft Contract. To complete negotiations, the IsDB and the Consultant will sign the agreed Contract. If negotiations fail, the IsDB will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 38. Award of Contract and Commencement of Services- After completing negotiations, the IsDB will award the Contract to the selected Consultant and notify the other Consultants who were unsuccessful of such result. The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet unless otherwise notified by IsDB in the Notice to Proceed.
- **39. Debriefing** Consultants who were not awarded the Contract may request a debriefing from the IsDB within seven (7) days after receiving a regret letter from the IsDB, with respect to their respective Proposals.
- 40. Confidentiality Information relating to the evaluation of Proposals and recommendations concerning award shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of award of contract, except for the information explicitly permitted in this ITB.



## **SECTION 3 DATA SHEET**

Reference Clauses in Section 3	Subject	Specifics for this RFP
1	Selection Method	QCBS
2	Client	Islamic Development Bank Administrative Service Department
	Cheff	
3	Client's Authorized Representative	Abdul Rasheed Chandio
3	Client's Authorized Representative Physical Address	8111 King Khalid Road, Al Nuzlah Al Yamaniyah, Jeddah, KSA
3	Client's Authorized Representative telecommunication and electronic mail	CSP – BCC2026-001 Preparation of the Third Generation of the Alliance to Fight Avoidable Blindness _AFAB_ <u>2af9e635.isdb.org@emea.teams.ms</u>
4	Deadline for Queries	20 <sup>th</sup> January 2026
5	Counterpart Support	CSP – BCC2026-001 Preparation of the Third Generation of the Alliance to Fight Avoidable Blindness _AFAB_ <u>2af9e635.isdb.org@emea.teams.ms</u>
5	Proposal Submission Deadline	31 <sup>st</sup> January 2026
5	Proposal Submission Designated Email Address	Proposal Submission - BCC2026-001 Preparation of the Third Generation of the Alliance to Fight Avoidable Blindness _AFAB_ <u>8f99323e.isdb.org@emea.teams.ms</u>
11	Validity	90 Days
13	IsDB Member Country Preference	N/A
24	Maximum Budget	N/A



26	Exchange Rates	www.xe.com

#### **SECTION 4 ELIGIBILITY REQUIREMENTS**

#### 1. General Eligibility Requirements

- 1.1 The IsDB has no restrictions on the source of its corporate procurement provided such sources comply with the Boycott Regulations of the Organization of Islamic Conference, the League of Arab States and the African Union.
- 1.2 A consultant or consulting firm that is on any IsDB sanction or suspension list due to misconduct, administrative actions, integrity violations, poor performance or on any recognized terrorism list shall be ineligible for IsDB corporate procurement contract.

#### 2. Specific Eligibility Requirements for Consultants

- 2.1. IsDB prefers to hire consultants from Member Countries. When such preference is to be applied in selecting consultants, the invitation for expression of interest and/or the request for proposals shall define how such preference will be applied in the selection process.
- 2.2. Consultants must be competent and qualified for the work they are hired to perform.
- 2.3. Consultants must be medically fit for their assignments, including any travel.
- 2.4. There shall be generally a six-month "cooling period" after an IsDB staff or a member of IsDB Board of Executive Directors has retired or resigned from IsDB before the person can be hired as consultant by IsDB.
- 2.5. Human Resources Management Department (HRMD) clears proposals to engage former Bank personnel for the first time as consultants to be contracted by the Bank.
- 2.6. Former Bank personnel normally shall not be contracted by Bank as consultant for an assignment longer than six (6) months.



- 2.7. Former Bank personnel whose employments with the Bank were terminated due to disciplinary actions shall be ineligible for being hired as consultant by the Bank.
- 2.8. There are generally no restrictions on hiring spouse, close relatives of Bank personnel as consultant provided that the consultant is not hired for an assignment in the same department of, or supervised directly or indirectly, by the consultant's spouse or close relative. Close relative is defined as close relatives as son, daughter, stepson, stepdaughter, adopted son, adopted daughter, mother, father, brother, sister, niece, nephew, grandmother, grandfather, granddaughter, grandson, aunt, uncle, cousin, stepmother, stepfather, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.
- 2.9. Close relatives of consultants currently engaged by the Bank may not work as consultants if such engagement creates an actual or potential conflict of interest situation.
- 2.10. Civil servants (public sector employees working for a government department or agency) may only be hired under consulting service contracts with the Bank, either as individuals or as team members of a consulting firm, if they are on leave of absence without pay, and are duly authorized to work under an IsDB consulting service contract and their employment would not create a conflict of interest. A letter from the candidate's agency may be required to certify that these requirements are met. Once engaged by IsDB as consultant, such individuals shall serve in their own capacity and shall not represent any government organization or any entity external to IsDB.
- 2.11. A consultant who is currently contracted by the Bank on a full-time assignment must not work as a consultant, resource person or service provider for another Bank financed contract, and for any other employer or project. A consultant who is currently engaged on an intermittent assignment for the Bank is allowed to work on another intermittent assignment, provided that the user-departments concerned are convinced that there would be no overlapping in working days and no conflict in time schedule and no conflict of interest between the assignments in question.



## **SECTION 5 EVALUATION CRITERIA**

- 1. Technical Evaluation Criteria
- 1.1 **Technical Proposal Evaluation Summary Sheet** Each consulting firm submitting proposal shall be evaluated based on the criteria specified in the table below.

	Evaluation Criteria		Firn	n 1	Firm 2		Firm 3		Firm 4		Firm	
A. F	irm's Qualification	20										
а	Experience in similar Projects	10										
b	Experience in similar Geographic Areas	10										
	lethodology and Work gram	30										
b.	Quality of Methodology	10										
C.	Innovativeness/Comments on TOR	5										
d.	Work program	5										
e.	Proposal Schedule	5										
g.	Proposal Presentation	5										
C. Q	ualifications of Key Personnel	40										
D. T	ransfer of Knowledge/Training	10										
	Total	100										

1.2 Personnel **Evaluation Sheet** - Each member of key personnel proposed by each consulting firm shall be evaluated based on the criteria specified in the table below.

F	Position/Area of Expertise	Name	General Qualifications		Specific Experiences Relevant to TOR		Experience in the Region		Language		Total
			20%		55%		15%		10%		
			Rating	Score	Rating	Score	Ratin g	Score	Rating	Scor e	
a.	Team Leadership *										



b	Evaluation Expert(s)					
c.	Subject Matter Expert(s)					
	(Public Health)					
d	Health					
	Financing/Economic					
	Expert(s)					
e.	Project and Program					
	Design Expert(s)					

Rating: Excellent 95%-100% Very Good 90%-94% Above Average 80%- 89% Average 70%-79%, Below Average <70%,

Non-Complying 0%

**Score**: Rating x percentage assign\*
\* The Team Leader must be expert

1.3 Minimum Qualifying Technical Score: 75

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

2.1 Technical Proposal: 70%

2.2 Financial Proposal: 30%

#### 3. IsDB Member Country Preference: N/A

#### SECTION 6. STANDARD FORMS FOR PROPOSAL SUBMISSION

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

#### 6.1 Standard Forms for Technical Proposals

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

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



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

TECH-5 Personnel Schedule

TECH-6 Work Schedule

#### 6.2 Standard Forms for Financial Proposals

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Financial Proposal

FIN-3 Remuneration

FIN-4 Other Expenses

#### Form TECH-1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of IsDB]

Dear Sirs:

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



We are submitting our Proposal in association with\_\_\_\_\_\_/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or associated firm]. Attached is the following documentation: [Joint Venture Agreement or letters of association]<sup>2</sup>

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

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

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

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

We remain,

Yours sincerely,	
Authorized Signature [ <i>In full and initials</i> ]:	
Name of Firm:	
Address:	_



<sup>&</sup>lt;sup>1</sup> [Delete in case no association or Joint Venture is proposed.]

<sup>&</sup>lt;sup>2</sup> The relevant agreement must identify the lead Joint Venture partner or associate and specify the lead firm's authority to sign for, and on behalf of, the Joint Venture or association. For Joint Ventures, the Joint Venture agreement must include an undertaking of joint and several liability by each Joint Venture partner

## Form TECH-2 Consultant's Organization and Experience

## 1. Consultant's Organization

[Provide here a brief (not more than two pages) description of the background and organization of the Consultant (including associate firms) and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]



## 2. Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associated firm or joint venture partner for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an joint venture for carrying out consulting services similar to the ones requested under this assignment. Please include not more than 10 of the most recently completed assignments.]

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

lected				
Firm's Na	ıme:			

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal in the following three chapters:

#### 1) Technical Approach and Methodology

[In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]

#### 2) Work Plan

Drotoctod

[In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.



#### 3) Organization and Personnel

[In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture. For joint ventures, you must attach a copy of the relevant agreement.]

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

1.	Proposed Position [only one candidate shall be nominated for each position]:
2.	Name of Firm [Insert name of firm proposing the expert]:
3.	Name of Expert [Insert full name]:
4.	Date of Birth:Citizenship:
5.	<b>Education</b> [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6.	Membership in Professional Associations:
7.	Other Trainings [Indicate significant training since degrees under 5 - Education were obtained]:

8. Countries of Work Experience: [List countries where expert has worked in the last ten years]:

9. Languages [For each langua writing]:	age indicate proficiency: good, fair, or poor in speaking, reading, and
by expert since graduation,	ing with present position, list in reverse order every employment held giving for each employment (see format here below): dates of ing organization, positions held.]:
From [Year]: To [Year]	:
Employer:	
POSITIONS HELD:	
11. DETAILED TASKS ASSIGNED	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[LIST ALL TASKS TO BE PERFORMED UNDER THIS ASSIGNMENT]	[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]
	Name of assignment or project:
	Year:
	Location:
	IsDB:
	Main project features:
	Positions held:
	Activities performed:



#### 13. Certification:

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

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not a close relative\* of a current IsDB staff member;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-5 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not sanctioned (ineligible for engagement) by IsDB.

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

	_ Date:
[Signature of expert or authorized representative of the firm] <sup>3</sup>	Day/Month/Year
Full name of authorized representative:	



<sup>\* &#</sup>x27;Close relative' for this purpose is defined in Section 4 of this RFP.

This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the IsDB prior to the commencement of contract negotiations.

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## Form TECH- 5 Personnel Schedule

	Name of Team member		Team	Memb	ers inp	out (in t	the for	m of a	bar ch	nart)					Total person- month/weeks input
	/Position	1	2	3	4	5	6	7	8	9	10	11	12	n	Total
1	Assignment Location														
2	Assignment Location														
3	Assignment Location														
	Assignment Location														
n	Assignment Location														
											Total				



#### Form TECH-6 Work Schedule

N°	Activity <sup>1</sup>	Month	Months/Weeks <sup>2</sup>											
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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



<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart.

#### Form FIN-1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of IsDB]

Dear Sirs:

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

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

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

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

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



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

We understand you are not bound to acce	pt any Proposal you receive.
We remain,	
Yours sincerely,	
Authorized Signature [ <i>In full and initials</i> ]: Name and Title of Signatory:	
For and on behalf of:	Name of Firm]

FIN-2: Summary of Financial Proposal

ltom	Amount						
Item	Currency 1	Currency 2	Currency 3				
Remuneration							
Other Expenses							
Total							

#### FIN-3: Remuneration

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Team Leader	Regular Employee of The Firm (Y/N)	Currency	Remuneration Rate per working day	Inputs in working days	Subtotal Remuneration for the assignment
Team Leader					
Team Member 1					
Team Member 2					
Team Member 3					
Team Member N					

FIN-4: Other Expenses

Item		Unit	Currency	Unit Cost	Qty	Subtotal
Per Diem subsistence allow	(daily ance) <sup>1</sup>					
Air Travel <sup>2</sup>						
[Other Expenses, i	f any]					

<sup>1</sup> Covering cost for lodging, meals, local transportation, and other misc. Expenses for work outside the team member's home office or permanent residency



<sup>2</sup> Via most direct route

# SECTION 7. TERMS OF REFERENCE

#### 1. Background

The Islamic Development Bank (IsDB), in partnership with the Islamic Solidarity Fund for Development (ISFD) and key stakeholders, established the "Alliance to Fight Avoidable Blindness" (AFAB) in 2008 to reduce blindness prevalence and improve the socio-economic status of individuals with visual impairments in member countries. AFAB has undergone two successful generations:

- First Generation (2008-2015): This initial phase covered eight African member countries Benin, Cameroon, Burkina Faso, Chad, Djibouti, Guinea, Mali, and Niger. During this phase, the program provided essential eye care services to over 244,000 individuals and successfully restored sight to more than 49,000 blind people. In addition, the Alliance implemented capacity development programs for over 177 doctors and technicians, enhancing the local workforce's ability to deliver sustainable eye care services.
- Second Generation (2019-2024): With expanded objectives, the second phase addressed cataract treatment, uncorrected refractive errors (URE), glaucoma, and diabetic retinopathy, significantly broadening the scope of interventions. The second generation of the AFAB program successfully expanded its reach to 13 beneficiary countries, which included Mali, Burkina Faso, Chad, Comoros, Côte d'Ivoire, Djibouti, Guinea, Guinea-Bissau, Mali, Mauritania, Mozambique, Niger, Somalia and Togo. This expansion aimed to address the diverse and region-specific needs of each country in relation to eye health care, focusing on cataract surgeries, treatment of refractive errors, and capacity-building for local health institutions. Achievements included:
  - Development of Five-Year Action Plans: Comprehensive five-year action plans for eye care
    were developed and implemented across 13 beneficiary countries, providing a strategic
    roadmap for sustainable eye health interventions.
  - Cataract Surgeries and Consultations: Over 98,000 cataract surgeries were performed, and 640,000 consultations were conducted, significantly improving access to essential eye care services for vulnerable populations.
  - Screening and Treatment for URE: 260,000 children were screened for uncorrected refractive errors (URE), with corrective treatments provided as needed, ensuring better educational outcomes and improved quality of life for school-aged children.



- Capacity Building through Scholarships: 32 doctors and 95 technicians were awarded scholarships for advanced training in ophthalmology and sub-specializations such as glaucoma and diabetic retinopathy, contributing to the development of a more skilled and self-reliant local workforce.
- Training of Eye Care Professionals: 73 ophthalmologists and ophthalmic technicians received specialized training sessions to enhance their skills in eye care, thereby strengthening the capacity and technical expertise of health professionals in beneficiary countries.
- Infrastructure and Equipment Support: Significant infrastructure and equipment support was
  provided, including the establishment of the Mohammed Al Dossary Ophthalmic Hospital in
  Chad, which serves as a key center for eye health services and capacity development in the
  region.

#### 2. Rationale

Africa bears a disproportionately high burden of avoidable visual impairment and blindness. According to the IAPB and WHO estimates, over 26 million people in Sub-Saharan Africa are visually impaired<sup>4</sup>, including 5.9 million who are blind<sup>5</sup>. The leading causes are cataract, uncorrected refractive errors (URE), glaucoma, diabetic retinopathy, and corneal opacities—most of which are treatable or preventable with timely intervention. However, the availability of services and trained professionals remains limited and uneven across the continent.

Several key challenges continue to hinder the development of sustainable eye health systems:



<sup>&</sup>lt;sup>4</sup> IAPB Vision Atlas – Global Estimates (2020 update). Available at: <a href="https://www.iapb.org/learn/vision-atlas/global-atlas-on-vision">https://www.iapb.org/learn/vision-atlas/global-atlas-on-vision</a>

<sup>&</sup>lt;sup>5</sup> WHO Regional Office for Africa. *Eye Health Fact Sheet*, 2022. Available at: <a href="https://www.afro.who.int/health-topics/eye-health">https://www.afro.who.int/health-topics/eye-health</a>

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- o Insufficient Human Resources: Most African countries have fewer than 1 ophthalmologist per 250,000 people<sup>6</sup> (WHO recommends at least 1 per 50,000).
- Unequal Access: Rural and marginalized communities have limited or no access to eye health services.
- Lack of Integration: Eye care remains isolated from broader health system planning in many countries.
- Sustainability Issues: Many national programs still depend on external donors for equipment, surgeries, and training.
- Epidemiological Shift: Non-communicable eye diseases such as diabetic retinopathy are on the rise, requiring long-term management systems.

Despite significant results through AFAB first and second generations, gaps remain in achieving self-sufficient and equitable eye care systems. Lessons learned indicate that long-term results require stronger national ownership, institutional resilience, integrated planning, and locally driven solutions.

The Third Generation of AFAB is therefore essential not only to consolidate past efforts but also to respond to the changing landscape of eye care needs in Africa. It will build on previous achievements while shifting from service delivery to system strengthening and sustainability.

#### 3. Objectives of the Consultancy

<sup>6</sup> Palmer JJ, Chinanayi F, Gilbert A, et al. *Mapping human resources for eye health in 21 countries of sub-Saharan Africa: current progress towards VISION 2020*. Human Resources for Health. 2014;12:44. Available at: <a href="https://human-resources-health.biomedcentral.com/articles/10.1186/1478-4491-12-44">https://human-resources-health.biomedcentral.com/articles/10.1186/1478-4491-12-44</a>



The objective of this consultancy is to develop a comprehensive concept note and program framework for the Third Generation of the AFAB initiative.

#### Specific tasks include:

- Developing clear and practical guiding principles, operational frameworks, and evidence-based strategies to support long-term, country-led capacity development in eye health systems.
- Conducting a strategic assessment of previous AFAB phase and its impact.
- Identifying needs, opportunities, and gaps in current national eye care systems.
- Reviewing the current list of beneficiary countries in light of program performance, regional synergies, and evolving eye health priorities. This may result in the expansion or reduction of the number of countries included in the Third Generation, with the aim of ensuring more targeted and impactful interventions.
- Facilitating consultations with Ministries of Health, technical partners, and donors.
- Proposing an implementation framework including timelines, indicators, and a sustainability plan.
- Proposing new focus areas such as:
  - Maintenance of Ophthalmic Equipment: Develop and implement protocols for the maintenance of ophthalmic equipment and provide training to build local technical capacity.
  - Sub-Specialization Training: Strengthen human resources in eye care by increasing training opportunities for sub-specializations, including glaucoma, diabetic retinopathy, and other high-demand areas.
  - Monitoring and Management Systems: Establish robust monitoring mechanisms and introduce well-defined systems and management protocols.



- Public Awareness Campaigns: Launch comprehensive public awareness campaigns utilizing media platforms and community engagement to promote the importance of eye health.
- Advocacy Efforts: Mobilize advocacy efforts aimed at raising awareness on the significance of eye health, strengthening stakeholder engagement, and fostering partnerships at both national and international levels.
- Digitalization and Artificial Intelligence (AI): Explore the use of digital tools and AI
  technologies to enhance service delivery, improve diagnostic accuracy, strengthen data
  systems, and support remote screening and teleophthalmology initiatives.

#### 4. Key Expectations of the Third Generation

In light of these persistent and evolving challenges, the Third Generation of AFAB aims to:

- Sustain and Expand Interventions: Strengthen efforts to address major causes of blindness, such
  as cataract, URE, glaucoma, and diabetic retinopathy, while expanding access to quality eye care
  services. This will be achieved through the development of human resources, the provision of
  essential medical equipment, the establishment of standardized medical protocols, and the
  implementation of robust system management processes.
- **Empower Local Institutions:** Build the capacity of PNLC/PNSO to manage eye care programs independently, reducing dependency on external technical support.
- Develop Local Expertise: Strengthen sub-specialization in ophthalmology, maintenance of ophthalmic equipment, and in-country capacity to treat complex cases, reducing reliance on external specialists and costly medical tourism.
- Revisit the geographic scope of the program to ensure alignment with strategic priorities, epidemiological data, and implementation capacity. This may include scaling up or down the number of beneficiary countries to optimize impact and resource allocation.
- **Promote Cost Efficiency:** Develop strategies to reduce the cost of surgeries and other treatments, enabling broader access to affordable care.



 Ensure program alignment with IsDB strategies, in addition to SDG 3 on good health and wellbeing, World Health Organization's (WHO) Global Eye Health Action Plan, and In Sight 2030.

Building on previous achievements, the Third Generation aims to develop sustainable eye care systems by empowering National Programs for Control of Blindness (PNLC)/ National Eyecare Programs (PNSO) within beneficiary countries. The focus will be on institutional and capacity development to enable self-reliant, locally led eye care programs. This phase will draw lessons from previous efforts, emphasizing PNLC/PNSO capacity building, technical self-sufficiency, and cost-effective treatment solutions to enhance long-term outcomes.

#### 5. Scope of work

The selected consulting firm, preferably with a strong medical and public health background in eye health and avoidable blindness, will carry out the following tasks around four main components:

#### Program Assessment and Strategic Review

The consultation firm will conduct a comprehensive review of the Second Generation of AFAB to extract key lessons and insights. This includes:

- Reviewing existing program documentation, including progress reports, evaluations, monitoring and impact assessments.
- Identifying major achievements, bottlenecks, and lessons learned in the implementation of service delivery, capacity building, and infrastructure support.
- Conducting a strategic analysis to assess contextual developments in eye health, funding landscape, national capacities, and global priorities.
- Assess the continued relevance of each beneficiary country based on past performance, needs, and potential for impact, and make recommendations for adjusting the list accordingly.
- Producing an Assessment Report that summarizes the findings and provides actionable recommendations to guide the development of the Third Generation.

#### Stakeholder Engagement and Needs Assessment



- The consultation firm will ensure that the new program is fully aligned with the needs and expectations of countries and partners through:
- Engaging with key stakeholders including Ministries of Health, national blindness control programs (PNLC/PNSO), NGOs, international agencies, and donor institutions.
- Organizing structured interviews, focus group discussions, and two regional consultation workshops, one to discuss preliminary findings and a second to validate priorities and implementation approaches. Identifying national priorities and capacity gaps related to human resources, equipment, infrastructure, and sustainability.
- Preparing a Stakeholder Consultation Report, including stakeholder mapping, key insights from each consultation, and proposed areas of collaboration and institutional roles.

### • Program Design and Strategic Framework

Based on the findings from the previous steps, the consultation firm will develop the strategic foundation of the Third Generation of AFAB, including:

- A conceptual and operational framework aligned with WHO's Global Eye Health Action Plan, the 2030 In Sight Strategy, and IsDB/ISFD development goals.
- Clear objectives, guiding principles, and cross-cutting themes such as equity, gender sensitivity, integration, and digital health.
- Identification of key components and intervention areas.

#### • Operational Planning and Implementation Framework

Based on the findings from the previous steps, the consultation firm will develop the strategic foundation of the Third Generation of AFAB, including:

 A conceptual and operational framework aligned with WHO's Global Eye Health Action Plan, the 2030 In Sight Strategy, and IsDB/ISFD development goals.



- Clear objectives, guiding principles, and cross-cutting themes such as equity, gender sensitivity, integration, and digital health.
- o Identification of key components and intervention areas.

#### 6. Deliverables

The consulting firm will provide the following key deliverables in a phased approach:

- Inception Report: Submitted within 10 working days after the start of the assignment, this report will outline the methodology, work plan, and initial findings. It will provide a structured approach to conducting the assessment, stakeholder consultations, and program development for the Third Generation of AFAB.
- Assessment Report on the Second Generation: A comprehensive evaluation of the
   –Second Generation of AFAB, highlighting key achievements, challenges, lessons learned, and recommendations. This report will serve as a reference and guidance document for developing the Third Generation.
- Stakeholder Consultation Report: A detailed summary of discussions and feedback gathered from Ministries of Health, NGOs, donors, and technical partners, helping to shape the strategic direction of the Third Generation.
- Stakeholder Mapping and Consultation Summary Report: This deliverable will present a consolidated overview of all stakeholder consultations conducted. It will include the criteria used to identify and select NGOs and technical partners, the names of the institutions involved, and the names and contact details of key officials and representatives from Ministries of Health. The report will clearly illustrate the main challenges and threats identified during the consultations, along with actionable recommendations. A summary of each meeting held will be provided, capturing key discussion points and stakeholder inputs to inform the strategic development of the Third Generation of AFAB.
- Proposal Document for the Third Generation of AFAB: A comprehensive and fully developed program document for the Third Generation of AFAB. This proposal will clearly outline the program's objectives, priority intervention areas, and a detailed implementation framework. It will also define key performance indicators (KPIs) aligned with strategic goals, propose robust



sustainability strategies, and provide budget estimations necessary for successful implementation and resource mobilization.

Additionally, the consulting firm will submit:

• **Mid-Term Report:** A draft version of the Proposal Document, presenting the structure, intervention areas, and alternative strategies before finalization.

Each report will include sections on methodology, findings, recommendations, and any relevant appendices with supporting documents.

# 7. Duration of the Assignment

The assignment is expected to be completed within six months, following the revised timeline below:

Month 1:	Desk review of documents and initial stakeholder consultations.	
Month 2:	Completion of stakeholder consultations and development of the conceptual framework.	
Month 3:	Preparation of the Assessment Report on the Second Generation and refinement of the conceptual framework.	
Month 4:	Stakeholder workshop and validation of program components.	
Month 5:	Preparation of the draft Proposal Document for the Third Generation.	

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Month 6:	Finalization and submission of the Proposal Document, incorporating
	inputs from stakeholder consultations, workshops, and the Second
	Generation Assessment Report.

# 8. Key Principles

- Evidence-Based and Best Practices: All interventions under the Third Generation will be grounded
  in well-documented best practices and evidence gathered from the previous phases of AFAB and
  global experiences. A benchmarking component will be incorporated to identify successful models
  and case studies from comparable contexts, ensuring the new strategies are both relevant and
  effective.
- Sustainability through Capacity Building: The program will prioritize the reinforcement of local capacities within PNLC/PNSO to foster self-reliance and sustainability. A concrete and actionable capacity-building plan will be developed, including structured training programs, mentorship schemes, and institutional support to strengthen national systems.
- **Equity and Inclusiveness:** Equity, gender responsiveness, and inclusiveness will be cross-cutting principles in all program components. Specific actions will be integrated to reach marginalized populations, promote gender-sensitive approaches, and ensure inclusive stakeholder participation, particularly in training, outreach, and governance processes.
- Integration into Health Systems: To ensure lasting impact, the program will be embedded within national health systems. This will be achieved through collaborative planning with Ministries of Health, harmonization with national health policies, and incorporation of eye health indicators into national monitoring and evaluation frameworks.

# 9. Consultation firm Qualifications

The consulting firm will have:



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- A strong medical and public health background with extensive experience in eye health and avoidable blindness interventions.
- Assign Consultants with advanced degrees in public health, ophthalmology, or a related field.
- At least 10 years of experience in public health program development, particularly in eye health or preventable blindness must be Demonstrated
- Demonstrated experience in capacity building, stakeholder engagement, and development of large-scale health programs.
- Knowledge of Global Eye Health Frameworks: In-depth knowledge of key international eye health frameworks, including WHO Vision 2020, the Sustainable Development Goals (SDGs), and the 2030 In Sight Strategy led by IAPB.

#### 10. Budget and Payment Terms

- Payment Schedule: Payments to the consulting firm will be made in three installments based on the successful delivery and formal acceptance of the following deliverables:
  - o 30% upon submission and approval of the Inception Report.
  - o 40% upon submission and acceptance of the Mid-Term Report.
  - o 30% upon submission and final approval of the Final Report.

All payments are contingent upon the quality and completeness of deliverables as per the agreed terms.

- **Budget Coverage:** The total consultancy budget will include:
  - Professional fees for the consulting team.
  - o Travel expenses (international and local) required for field visits, consultations, or workshops.



- o Accommodation and per diem for field assignments, in accordance with IsDB travel policies.
- Workshop and consultation costs, including venue rental, materials, interpretation services, and other logistical needs.
- Budget Approval for Workshops and Consultations: For any workshop or stakeholder consultation:
  - The consultation firm shall submit a detailed cost estimate in advance, specifying all expected expenses.
  - The budget must be reviewed and approved by IsDB before any expenditures are incurred.
  - Reimbursements or payments for these activities will only be processed following formal validation of the corresponding budget and submission of supporting documentation.

#### 11. Performance Guarantee

To ensure the highest standards of quality and accountability, the following conditions will govern disbursements:

- Quality Assurance: Disbursements will only be made upon verification that all deliverables meet the agreed-upon quality standards and specifications outlined in the contract.
- **Timely Submission:** Disbursements are contingent upon the timely submission of deliverables as per the agreed schedule. Extensions to deadlines may only be granted in writing by the client and must be formally approved.
- Client Approval: All deliverables must be reviewed and approved by the client before any
  payments are processed. If revisions are required, disbursements will be withheld until the revised
  deliverables meet the client's expectations.
- **Documentation:** Submissions must include all necessary documentation, reports, and supporting materials as specified in the contract. Incomplete submissions will result in delayed disbursements until all required components are provided.



- Performance Metrics: Disbursements will be tied to predefined performance metrics and milestones. Failure to meet these metrics may result in partial or withheld payments until performance is brought back on track.
- **Dispute Resolution:** In the event of a disagreement regarding the quality or timeliness of deliverables, both parties agree to engage in good-faith discussions to resolve the issue. The client reserves the right to terminate the Contract in the event an agreement is not reached

#### 12. Reporting and Coordination

The consultation firm will report to the Cooperation and Capacity Department at IsDB. The consultation firm is expected to coordinate closely with Reverse Linkage division, ISFD, Ministries of Health, and technical partners to ensure successful execution of the assignment.

# **SECTION 8: GENERAL CONDITIONS OF AGREEMENT**

The General Contract Conditions ("GCC") governing this procurement process shall constitute an integral and legally binding component of any contract resulting from this Request for Proposals ("RFP"). All Bidders are hereby advised that the GCC set forth the mandatory contractual provisions, rights, obligations, and performance standards applicable to the successful Contractor.

For the avoidance of doubt, the GCC shall apply in full and without modification, unless expressly amended in writing by the Procuring Entity. Submission of a proposal in response to this RFP shall be deemed as the Bidder's acknowledgment, understanding, and unconditional acceptance of the GCC.

The GCC document is provided exclusively for reference through a secure, view-only PDF link embedded within this RFP package. The document is made available solely for inspection and may not be downloaded, copied, altered, or redistributed in any form.

Access to the General Contract Conditions (View-Only PDF): <u>General Conditions - Consulting</u> <u>and Professional Services (Firms).pdf</u>

It is the responsibility of each Bidder to review the GCC in its entirety prior to submission of any proposal. Failure to do so shall not constitute grounds for any claim, adjustment, or exception at a later stage.



A.

В.

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

CONSULTANCY SERVICES AGREEMENT		
THIS AGREEMENT is made on/H (corresponding to/G)		
Between		
ISLAMIC DEVELOPMENT BANK, a multilateral financial institution having its headquarters at 8111 King Khalid St. Al Nuzlah Al Yamania Dist., Unit No. 1, Jeddah 22332-2444, Kingdom of Saudi Arabia (hereinafter referred to as "IsDB")		
And		
[NAME OF THE FIRM], a company duly incorporated in [country] having its address at [full corporate address and registration no.] (hereinafter referred to as the "Consultant").		
IsDB and the Consultant are hereinafter referred to individually as "Party" and jointly as the "Parties".		
WHEREAS,		
IsDB is desirous to obtain [description of services] in the manner fully described in Appendix-A hereto (hereinafter referred to as the "Services");		
The Consultant has represented the necessary skills, competence and capability to render the Services required to IsDB under this Agreement and has submitted a proposal to IsDB dated [/] for carrying out the Services; and		



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

NOW, THEREFORE, the Parties have agreed as follows:

# **Incorporation of Preamble in the Agreement**

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

# **Definitions and Interpretation**

## Definitions:

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

"Agreement": this Agreement and the documents and appendices forming

part hereof as defined in Clause 2.2 of this Agreement.

"Consultant": the firm or firms, company or companies entered

hereinabove as a party or parties to this Agreement.

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

"IsDB Personnel": personnel who are employed by the IsDB and assigned to

help the Consultant in performance of the Services in

accordance with the Terms of Services.



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

Calendar.

"Personnel": the individuals mentioned in Appendix-B hereto, provided by

the Consultant for performance of the Services.

**"Deliverables":** the Deliverables in relation to the Services that will be the

report and any supporting documentation that the Consultant will prepare after having completed the

Services.

"Services": the services described in Appendix (A) hereto as amended or

modified from time to time by agreement between the

Parties.

#### **Documents Constituting the Agreement:**

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

- (a) The Letter of Acceptance issued by IsDB.
- (b) The Appendices hereto, namely;
  - (i) Appendix (A) Scope of Services (Terms of Reference);
  - (ii) Appendix (B) The Consultant's Personnel;
  - (iii) Appendix (C) Remuneration and Payments.



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

#### Interpretation:

- (a) The headings shall not limit, alter or affect the meaning of any provision in this Agreement.
- (b) Words importing the singular also include the plural and the masculine includes the feminine and vice versa, unless the context otherwise requires.

# **Appointment of the Consultant**

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

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

#### **Relation Between the Parties**

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

# **Commencement and Completion of the Services**

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



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

# **Obligations of the Consultant**

- Standard of Performance: The Consultant's Personnel shall perform the Services and carry out all their obligations under this Agreement with all due care, skill, efficiency and diligence in accordance with the highest standards recognized in the profession. In performing the Services, the Consultant's Personnel shall act as the faithful adviser of IsDB. Any approval by IsDB of any reports, plans, or any other documents or recommendations made by the Consultant's Personnel shall not absolve the Consultant of any of its obligations under this provision.
- Observing Local Laws: The Consultant's Personnel, whilst in The Kingdom of Saudi Arabia, shall respect the laws of the said country, and shall comply with IsDB rules and regulations while in IsDB premises.
- Specialist Advice and Services: Where specialist technical advice, not being within the contemplation of the scope of services stated in Appendix (A) hereto, is required, the Consultant may with the prior written agreement of IsDB, arrange for the provision of such specialist services, and IsDB shall either pay for such services or reimburse the Consultant for all reasonable costs relating thereto. However, the Consultant shall retain full and un-severable responsibility for all the Services including the specialist technical advice and assistance which is obtained.
- <u>Sub-Contracting:</u> The Consultant shall not subcontract any part of the Services or any of its obligations under this Agreement to any third party except with the prior written consent of IsDB. Any such third party and the terms and conditions of the sub contract made with it as well any modifications or termination thereof shall be subject to the approval of IsDB in writing.
  - Notwithstanding any such approval, the Consultant shall remain fully responsible for the performance by any such sub-contractor of the part or parts of the Services so subcontracted as well as for any other obligations hereunder in relation thereto.
- <u>Confidentiality</u>: All information, data, documents and designs provided to the Consultant or to the Personnel by IsDB or developed by the Consultant in the course of performing the Services shall be treated by the Consultant as confidential and shall not be published or disclosed to any third party without prior written approval of IsDB.



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

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

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

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

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

## <u>Insurance and medical expenses:</u>

- (a) The Consultant shall alone be responsible for taking out and maintaining at its own cost any insurance policy (including medical insurance, life insurance etc.), and coverage applicable to the Consultant and/or its Personnel and required by applicable laws and regulations.
- (b) The Consultant shall, upon request by IsDB, produce evidence that the aforesaid insurances have been taken and maintained and that the current premiums therefore have been paid.



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

# Liability of the Consultant

The Consultant shall be liable to IsDB for any breach of its obligations under this Agreement. However, the Consultant's liability to compensate IsDB in respect of any damage or loss shall be limited to the total amount of the remuneration under this Agreement, provided that the liability of the Consultant shall not be subject to such limit in the event of damage or loss suffered by IsDB as a result of gross negligence or wilful misconduct in the performance of the obligations by the Consultant or the Personnel, where gross negligence will be defined as a marked departure from the standard of conduct of a reasonable person in the same profession acting in the same circumstances at the time of the alleged misconduct.

# **Indemnification of IsDB by the Consultant**

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

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

# The Consultant's Personnel

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

IsDB shall appoint counterpart Personnel for helping the Consultant carry out its obligation hereunder.

IsDB shall provide the Consultant with a list of IsDB Personnel before commencement of the Services.



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

#### Replacement or Removal of Personnel:

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

# **Obligations of IsDB**

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

# **Indemnification of the Consultant by IsDB**

IsDB shall indemnify the Consultant and hold it harmless against any claims by third parties, costs, including legal fees and expenses, suffered or incurred by the Consultant as a result of any wrongful act, negligence or breach of contract on the part of IsDB or its employees.



# **Postponement and Termination**

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

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

<u>Due to Default by IsDB:</u> The Consultant may by written notice to IsDB terminate this Agreement:

- (a) if it has not received payment of that part of any invoice, which is not contested, within thirty (30) days of submission thereof, and
- (b) if the Services have been postponed as provided for in Clause 12.2 and the period of postponement has exceeded three (3) months.

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

<u>Default by the Consultant:</u> IsDB shall notify the Consultant, in writing, if it considers that the Consultant or any of the Personnel is in breach of any of its obligations under this Agreement, stating the default on the part of the Consultant constituting such breach. In the event that the Consultant



does not respond to such notice within seven (7) days or fails to rectify the default within a reasonable period not exceeding ten (10) days, IsDB may by further notice to the Consultant terminate the Agreement as of the date stated in such further notice. Such termination shall be without prejudice to the right of IsDB to claim damages for default of the Consultant.

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

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

# Remuneration of the Consultant

In consideration of performing the Services and its other obligations under this Agreement, and acceptance thereof by IsDB, the Consultant shall be remunerated by IsDB in accordance with the conditions and schedule of remuneration and payments set forth in Appendix (C) hereto.

In the event that supplementary services, in addition to those provided for in Appendix (A) hereto, are required as a result of alterations or modifications to the Services or the schedule of performance thereof, specifically requested by IsDB in writing and agreed with the Consultant, or in the event of delay in performance of the Services due to circumstances beyond the control of the Consultant and which could not reasonably have been foreseen by it, the Consultant shall, insofar as he/she has incurred any extra costs, receive additional remuneration computed either on time basis or as may be otherwise agreed between IsDB and the Consultant, together with any reimbursable expenses incurred. The Consultant shall also be entitled to additional remuneration on the aforesaid basis in respect of any additional services not covered by Appendix (A) hereto which are necessarily incidental to termination of the Agreement other than termination for breach by the Consultant of any part of its obligations under this Agreement.

# Payments, Performance Guarantee and Advance Payment Guarantee

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



- If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by IsDB, it shall so inform the Consultant within fifteen (15) days of receiving the invoice stating the reasons for disputing or questioning such item or items of the invoice. Payment by IsDB of the undisputed item or items of the invoice shall not be withheld on grounds that any other item is disputed or subject to question.
- <u>Performance Guarantee:</u> notwithstanding any provision herein to the contrary, upon signing this Agreement, and prior to commencement of the Services, the Consultant shall provide IsDB with an independent, irrevocable and unconditional performance bank guarantee payable on first demand in the amount of 10% (Ten Percent) of the total remuneration of the Consultant as fixed in Appendix (C) hereto. The performance bank guarantee shall be in the format and from a bank acceptable to IsDB. The performance guarantee shall be valid for the duration of completion of the Services and Deliverables and final acceptance thereof by IsDB.
- Should the Consultant be unable to provide the performance bank guarantee as per Clause 14.3, IsDB shall, alternatively, retain 10% (Ten Percent) of the total remuneration of the Consultant as a performance security until completion of the Services and Deliverables and final acceptance thereof by IsDB.
- In case the Consultant requires advance payment (payment before or upon signing the Agreement and prior to delivering any part of the Services to IsDB), it shall provide IsDB with its invoice supported by an independent, irrevocable and unconditional advance payment bank guarantee payable on first demand, and must be in the same amount of the advance payment. The guarantee must be in the form and from a bank acceptable to IsDB. The advance payment bank guarantee shall remain valid until the amount of the advance payment is fully recovered from the payments due to the Consultant.
- For the avoidance of doubt, and not withstanding anything stated to the contrary in this agreement and/or in its appendices, if the agreed payment schedule under paragraph (2) of Appendix (C) is such that the Consultant shall be paid after completion and delivery of clearly defined milestones/deliverables, and acceptance thereof by IsDB, then the requirement for performance guarantee and/or retention under Clause 14.3 and Clause 14.4 shall not be applicable.

# **Assignment**

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



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

# **Partnerships**

Should the Consultant be a partnership and at any time take an additional partner or partners, he/she or they shall be deemed to be included in the expression the "Consultant".

Should the Consultant be a partnership, the Agreement shall not be affected by the death or withdrawal of one or more members of the partnership.

#### **Notices**

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

# ## For IsDB: 8111 King Khalid St. Al Nuzlah Al Yamania Dist. Unit No.1, Jeddah-22332-2444, Kingdom of Saudi Arabia Tel:+966 12 6361400 Fax: +966 12 6366871 Email: idbarchives@isdb.org Attention: Mr.\_\_\_\_\_\_ Tel:+\_\_\_\_\_\_\_



Fax:	+	
Email:		

For the Consultant:						
Tel: +_						
Fax:	+					
Email:	+					
	Attention:	Mr				
	Tel: +					
	Fax:	+				

Notice will be deemed to be effective as follows:

Email:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telegrams after 72 hours of transmission; and
- (c) in the case of telexes or facsimiles after 48 hours of transmission provided that subsequent confirmation in writing is received within 5 days of transmission.



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

# Language

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

# **Applicable Law**

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

# **Settlement of Disputes**

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

The decision of the arbitrators shall be final and binding on the Parties. The award of costs incidental to the proceedings shall be at the discretion of the arbitration tribunal.

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

# **Modification of the Agreement**

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



# **Privileges and Immunities of IsDB**

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

#### **Taxes**

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

IsDB acknowledges and assures that it is exempt from any obligation for the payment, withholding or collection of any tax or duty within its member countries, including The Kingdom of Saudi Arabia. However, if any such obligation arises (before and/or after signing of this Agreement), IsDB undertakes to pay the Consultant the full amount of any fees agreed upon and due to the Consultant in accordance with the terms of this Agreement.

# **Entry into Force**

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

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

FOR AND ON BEHALF OF

ISLAMIC DEVELOPMENT BANK





Protected		
	FOR AND ON BEHALF OF	
-		



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

[... Incorporate in details...]

\*\*\*\*\*



# Appendix (B): THE CONSULTANT'S PERSONNEL

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

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# **Appendix (C): REMUNERATION AND PAYMENTS**

- 1. The professional fee for the Services under this Agreement shall be [insert amount in numbers and words]. The fee is based on the Consultant current understanding of the effort required to deliver the Services in accordance with the scope set out in Appendix (A).
- 2. The invoices will be raised for payment in accordance with the following schedule:



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