

UNHCR requirements	LWF Procurement Manual and other documents
E.1. Procurement Conduct and Ethics	
E.1.1. Code of Conduct	
35. This section of the Guidance Note contains details regarding procurement ethics, practices and procedures, to further assist Partners in understanding and adopting the Guidance Note.	
E.1.1.1. Adopting Code of Conduct	
36. Engaging vendors for the procurement of goods and services is an activity that is potentially vulnerable to fraud and/or corruption. As such, Partners must ensure that reasonable measures are in place to prevent, investigate and, if needed, discipline fraudulent actions.	UNHCR requirement
37. The Partner must put in place a code of conduct concerning ethical practice and avoidance of conflicts of interest. All Partner employees with designated procurement authority must understand and observe this Standard Code of Conduct.	LWF Staff Code of Conduct January 2013
E.1.1.2. Ethical Business Conduct	
38. Procurement by Partners must be conducted in an ethical manner above reproach, with total impartiality, and without any preferential treatment: a) Promote fair, ethical and legal trade practices; b) Act promptly and courteously in an atmosphere of good faith and equality, and without intentional misrepresentation; c) Treat all information received from vendors in the strictest confidence, and guarantee the confidentiality of all specifications and price quotations received; d) Decline to take advantage of vendors' errors but show cooperation; e) Avoid causing unnecessary expenses or inconvenience when requesting offers/proposals; f) Remain absolutely free from any obligations to any vendor; and g) Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a vendor.	PM 1.2 Ethical Principles and 2.8 LWF Staff code of conducts
39. It must be noted that new clauses have been introduced to the standard Project Agreement with Governmental and Non-Governmental Implementing Partners, which was revised in January 2013. These clauses, as an integral component, oblige implementing partners (1) to have or to adopt a plan to put in place investigation policies and procedures and to investigate allegations of abuse and possible misconduct (including fraud and corruption), and (2) to establish a disciplinary system to take appropriate disciplinary measures when misconduct is found to have occurred. Implementing partners are also required to share with UNHCR the full investigation report of any investigation into alleged abuse and	UNHCR Requirement PPA Appendix 2

<p>misconduct and to ensure close coordination with UNHCR regarding the planning and conduct of any administrative action in regard to such allegations.</p>	
<p>40. Negotiations may be conducted with more than one prospective vendor, to obtain the best final offer, but such negotiations may not change the terms of reference of the issued tender.</p>	<p>PM 6.2 step 5, Neg. Procedure allows negotiations to reduce the scope of the contract but not in a substantial</p>
<p>E.1.1.3. Conflict of Interest</p>	
<p>41. Partner employees must avoid conflicts of interest, in particular:</p> <p>a) Partner employee conduct may not foster any suspicion of conflict between professional duty and personal interest.</p> <p>b) Nobody will solicit or accept, directly or indirectly, any gift, favour, entertainment, loan or anything of monetary value from vendors or potential vendors.</p> <p>c) Bids may not be solicited from, and contracts may not be awarded to, any company that is owned, controlled or actively influenced by any Partner employee or by a relative of a Partner employee.</p> <p>d) Vendors will not participate in developing or drafting specifications for goods or services for which they subsequently submit an offer/proposal.</p>	<p>PM 1.1 General Procurement Principles + LWF staff code of conduct</p>
<p>E.1.1.4. UN Supplier Code of Conduct</p>	
<p>42. UNHCR strongly encourages all Partners to commit their vendors to aligning their operations and strategies with UN Global Compact principles (http://unglobalcompact.org), which serve as an inspiration for vendors, and encourages vendors to sign the UN Supplier Code of Conduct as a part of the vendor registration process.</p>	<p>PM GEN 4-1 Contractor code of conduct</p>
<p>E.1.2. Partner Responsibilities</p>	
<p>43. It is necessary to protect the Partner and UNHCR by clearly defining procedures to authorize requisitions, obtain offers/proposals, authorize invoices and make expenditures. The Partner must constitute an appropriate segregation of duties.</p>	<p>Authorization not covered in the PM PM 1.1. Gen. Procurement Principle Not payment and procurement by the same person.</p>
<p>44. The Partner's Head of Office in the country of operation, as signatory to the PPA, will bear the ultimate responsibility for compliance with UNHCR's procurement policy and procedures as outlined in the Guidance Note, when procuring goods and services to support operations.</p>	<p>PM 2.1. The Role of LWF World Services, Geneva</p>
<p>45. The Partner's Head of Office must ensure that a procurement manual, providing detailed advice is made available to procurement staff, and ensure that there is no conflict with the policies and procedures in the Guidance Note, and that proper controls for monitoring, documentation and review are in place.</p>	<p>UNHCR Requirement PM 5 talks about list of docs, monitoring suggests reviews but to not demand it. "in the spirit of partnership" talks about joint monitoring min. twice a year tied to</p>

	project milestones.
46. The Partner's Head of Office in the country of operation must ensure that a coherent procurement function is established and maintained in its country office. This will usually take the form of a designated Procurement Unit. The Partner's Head of Office may delegate, as appropriate, the responsibility for this function to Partner employees according to their qualification.	PM 2.2. The role of the LWF rep. and Staff
47. Since purchasing requirements vary considerably depending on the country operation, Procurement Units may vary in size, number of staff and composition. However, certain basic functions must always be fulfilled, irrespective of the size or form of the procurement operation. The Partner's Head of Office is responsible for establishing a formal structure that is relevant to the needs of its country office.	PM 2 Procurement Responsibilities
48. The Partner Procurement Unit will: a) Provide a service to other units in the Partner country office by acting as the principal contact with vendors. The Unit serves as the exclusive channel through which all requests regarding prices, quotations and products are handled, including correspondence with vendors. Only authorized staff of the Partner Procurement Unit and the Requestor may jointly undertake negotiations with vendors. The minutes of discussions must be recorded. Similarly, only Partner employees formally delegated by the Partner's Head of Office are authorized to make commitments for the purchase of goods and services. b) Make the final determination of supply source, price and delivery schedule, in conjunction with other units when appropriate and in line with delegated authority. c) Develop a sufficiently wide range of supply sources to provide adequate competitive bids. d) Ensure that adequate measures have been taken to safeguard vendor confidentiality. e) Ensure that all procurement processes are well documented and clearly filed for future reference. f) Keep the Partner's Head of Office informed about economic and market conditions. g) Ensure that Partner employees involved in procurement are in compliance with applicable procurement policies and procedures, and strictly adhere to its code of conduct.	PM 2.4 Procurement Department
49. It is a Partner employee's responsibility to consult with senior colleague(s) and UNHCR in case policies and procedures are not clear or in case there are difficulties fulfilling the applicable requirements.	UNHCR Requirement
50. The Partner's Head of Office will ensure the implementation of monetary limits of the authorization levels given to individual Partner employees. The authorization schedule, which covers expenditures related to the procurement with UNHCR funds, may not be circumvented in any way. A	Authorization not covered by the procurement manual

<p>copy must be kept for audit purposes, and the dates of all changes must be documented to maintain a complete audit trail. The authorization schedule must clearly distinguish two functions pertinent to procurement:</p> <p>a) to make purchase commitments for the purpose of procuring goods and services; and</p> <p>b) to make or approve cash or bank disbursements.</p>	
<p>51. In order to segregate duties and establish appropriate internal controls, a Partner employee will only be authorized in one of the two functions, i.e. either commitment or disbursement. Purchases or payments may not be divided or delayed in order to avoid obtaining the correct level of approval.</p>	<p>UNHCR Requirement</p> <p>PM 1.1. Gen. Procurement Principle Not payment and procurement by the same person.</p>
<p>52. The suggested form of an authorization schedule is as follows: <i>Table in the guidance note</i></p>	<p>Not covered in the manual</p>
<p>E.1.3. Proper Vendor Management</p>	
<p>53. Partners must establish policies and procedures for proper evaluation, pre-qualification and registration, and effective management of vendors.</p>	<p>UNHCR Requirement.</p>
<p>54. Pre-award surveys conducted as part of the technical review of offers are recommended prior to the first award to a new vendor for a contract of high value, high priority or complex goods or services. Such surveys must include the vendor’s credit rating, affiliations, familiarity with the technical requirements, facilities, experience, references, capacity, production equipment, type of personnel, etc. A firm specialized in pre-award surveys may be engaged to obtain this information.</p>	<p>PM 4.11.1 Advertisement – provides the opportunity for a pre-award survey but does not require it + small risk assessment of contractors</p> <p>PM 4.11 2 Sourcing – databases</p> <p>GEN 11 – Tender notice – here some minimum requirements to supplies could be listed.</p> <p>SUP 3 Tender dossier provides with a few changes, the possibility for a pre-award survey as the information can be requested in the SUP 3 and evaluated in SUP 5 evaluation grid for open tenders</p>
<p>E.1.4. Competitive Bidding</p>	
<p>E.1.4.1. Requirement for Formal Competitive Bidding</p>	
<p>55. The thresholds for type of bidding/solicitations are the following:</p> <p>a) Procurement of below value of USD 5,000 (or equivalent): Such procurement does not require a formal competitive bidding process; a simple request for quotation (RFQ) is sufficient. Nevertheless, a fair review quotation is also required. Quotes must be provided in writing and can be submitted in the form of an e-mail, letter or fax. It is good practice to ensure the receipt of at least three written offers/proposals.</p> <p>b) Procurement of above value of USD 5,000 (or</p>	<p>DIFFERENT threshold PM 6.1 simple procedure 0-> 9999 EUR</p> <p>DIFFERENT threshold PM 6.2</p>

<p>equivalent): Such procurement requires a formal competitive bidding process. The objective of competitive bidding is to find the best quality of the required goods/services at the best value for money in a fair manner to support an operation.</p>	<p>Negotiated procedure 10.000 - > 150.000</p>
<p>56. Under a formal competitive bidding process, contracts may only be awarded after the invitation for, and the assessment of, at least three competitive quotations or bids, depending on the estimated value of the contract. Any exceptions from formal competitive bidding, such as sourcing from a sole supplier, must be justified in writing by the Partner's Head of Office.</p>	<p>PM 6.3 Negotiated procedure</p> <p>DIFFERENT – PM 4.7.1 Automatic Derogations – could argue that they are justified in writing by the Partner's Head office, as they are a part of the procurement manual?</p> <p>Yes to PM 4.7 a list of reasons which can be used to justify a derogation</p>
<p>57. The highest possible number of potential vendors suitable for a specific contract must be invited to bid. Bidding may not be limited to vendors domiciled in the Partner's country of operation or its headquarters, but preferably have a wider geographical distribution. To facilitate this, the Partner is required to maintain an up-to-date database of qualified vendors that meet objectively justifiable minimum requirements. Vendors are required to complete a "vendor registration form".</p>	<p>DIFFERENT. PM 6.2. Neg. Procedure shortlist minimum 4-8 suppliers as broadly as possible.</p> <p>YES to advertisement at project start and use of database</p> <p>Database not a requirement in the manual but a possibility. PM advertisement section + step guides.</p> <p>NOT in the manual. Could be included in SUP 2 RFQ, SUP 2-1 RFQ for framework contract</p> <p>Is sort of incorporated in SUP 3 – Tender dossier</p>
<p>58. The Requestor may recommend a source, but the selection of vendors to be solicited is a responsibility of the Partner Procurement Unit solely. All vendor representatives must be directed to the Partner Procurement Unit.</p>	<p>The manual does not say it explicitly but section 2.4 Procurement department, lists the role of this department</p>
<p>59. The following must be observed when dealing with vendors and their representatives:</p> <p>a) Provide equal opportunities to vendors to make prices and quotations, in accordance with specifications;</p> <p>b) Keep vendors informed of current and anticipated requirements;</p> <p>c) If, for any reason, one vendor is allowed to re-quote, other competitors must be given the same opportunity. Re-quoting must be exceptional.</p> <p>d) No gifts or favours may be exchanged with vendors.</p>	<p>PM 1.1. Yes, the procurement principles</p>
<p>E.1.4.2. Emergency Situations and Exceptions</p>	
<p>60. In case of an exceptional operational situation, the Partner's Head of Office or his/her delegate may request an exception (waiver) to the requirement of formal competitive bidding. Such request for a waiver, in writing, must provide valid justification and must be approved by the appropriate Committee on Contracts in UNHCR prior to contracting. A request for waiver is also subject to prior written approval from the UNHCR Head of Office in the country of operation.</p>	<p>UNHCR Requirement</p> <p>PM 4.7.1 includes this option but specifically does not require written approval.</p>
<p>61. If an emergency is invoked by the Partner's Head of Office, this must be confirmed in writing by UNHCR</p>	<p>UNHCR Requirement</p>

and a written explicative “Emergency Statement” must accompany the request for waiver.	
<p>62. Exceptions to the requirement to conduct a formal competitive bidding process, which must be kept to an absolute minimum, are allowed only when:</p> <p>a) Prices or rates are fixed pursuant to national legislation or by regulatory bodies;</p> <p>b) The proposed contract relates to procurement from a sole supply source of goods or services (e.g. sole authorized vendor) or to procurement of a proprietary product or service;</p> <p>c) Offers for identical products or services have been obtained competitively within a reasonable prior period, and prices and conditions remain competitive;</p> <p>d) The formal solicitation (Invitation to Bid or Request for Proposals) will not give satisfactory results, or when a formal solicitation done within a reasonable prior period has not produced satisfactory results;</p> <p>e) The procurement contract relates to services that cannot be evaluated objectively;</p> <p>f) Exigencies of service do not permit any delay due to waiting for the result of a formal solicitation. This applies to circumstances where goods or services are required immediately to prevent harm to life, health or well-being of refugees and other persons of concern in situations of true emergency.</p>	<p>DIFFERENT to the list of automatic derogations in PM 4.7.1</p> <p>62a. = NOT in the manual</p> <p>62b = PM 4.7.1 c.</p> <p>62c. = PM 4.7.1 d.</p> <p>62d. = PM 4.7.1 b.</p> <p>62e. = NOT in the manual</p> <p>62f. = PM 4.7.1 a</p>
E.1.5. Evaluation and Criteria for Contract Award	
E.1.5.1. Evaluation	
63. The Partner must ensure that detailed specifications of the required goods and services are prepared for tendering and assessment of offers, in advance of issuing the tender. Specifications of services, goods and construction works under the project governed by the Project Partnership Agreement must meet those established by UNHCR.	PM 4.12 Technical specifications + all bidding documents. + UNHCR Requirement
64. The Partner Procurement Unit must allow for sufficient lead time to prepare the solicitation documents, the ability of the market to respond, evaluation of offers/proposals, production time, transport time and delivery to final destination .	PM 4.1 The Procurement Plan
65. All criteria specified in the solicitation documents, such as quality, delivery time, payment terms and compatibility with existing equipment, must be used to evaluate received offers/proposals.	PM SUP 2 etc. Award criteria
66. An evaluation score sheet must be prepared, prior to the opening of the technical offers, to document the requirements in the solicitation document. This sheet will assign scoring weights for each requirement and may not be changed once the offers are opened. The comparison of bids documented in this table will present the deciding factors leading to the award of the Contract to the selected supplier.	Scoring weights for each requirement not included in the manual. Only for services – not for supply. Yes to score sheet in SUP 4 and 5 evaluation grid + under service and works contracts
E.1.5.2. Contract Award	
67. The Contract for the procurement of goods or	PM SUP 2 award of contact and

services will be awarded to the qualified bidder whose offer/proposal meets the requirements and is evaluated to be the best value for money.	criteria:
68. The specifications provided in detail to bidders in the solicitation document will form the basis of the supply Contract.	PM incorporated in all the procedural step-guides
69. To support the local economies of areas hosting refugees or other persons of concern, preference may be given to procurement of goods or services manufactured in the area of operation or readily available locally in the quality required at competitive prices. In practice, this translates into allowing a 15% higher price differential for locally manufactured goods as compared to the landed or customs-cleared cost of international procurement. A comparative analysis of local and international procurement costs must be documented to justify more costly local sourcing.	ADDITIONAL UNHCR possibility to the PM. PM has a 1.1 “Support the Project Community”. For LWF to decide.
70. It is important to note that Purchase Orders and Contracts for goods or services are legally binding documents made up of an offer by one party and the acceptance of the offer by another party. A verbal agreement can be as binding as a written contract if it results in the provision of goods or services. Verbal agreements must be avoided, and extreme care must be exercised to not commit the Partner before issuing a Purchase Order or signing a Contract.	PM 6.1 Simple procedure step 4. Purchase Order included in all procedures but optional below EUR 2000
71. The Partner has the responsibility to carefully review purchase Requisitions concerning specifications, allocated budget and delivery time and, when in doubt, make appropriate inquiries to the Requestor.	Requisitions NOT covered by the PM PM 2.4 Procurement Department – ensures that the proposed procurement has fully documented specifications etc. PM 2.3 The Responsibilities of the procurement Committee includes ensure that estimates and costs are in accordance with the working budgets and ensure that all procurement requirements are planned for at the beginning of the year / project and make sure that procurement activities are initiated on time.
72. Special care needs to be taken when procuring special relief items such as chemicals (e.g. pesticides, fertilizers, water treatment reagents), specialized equipment and supplies (e.g. laboratory, agricultural, medical/surgical, water supply, sanitary) and specialized services. PMCS must be consulted when in doubt or when expert advice is required to ensure that appropriate goods or services are purchased.	Additional UNHCR requirements. PM 4.13 Procurement of Medicine, Medical Devices and Veterinary medicine
E.1.6. Supply Documentation	
73. All procurement actions must be fully and transparently documented. This means that each procurement must be supported with a fully cross-referenced “stand alone” file with the complete and accurate documentation. Well-designed procurement forms will mirror each step of the procurement process and, if used correctly, allow effective management of procurement activities.	PM 5 Documentation PM step guides General, Supply, Service and Works annexes with 50+ templates to use.

<p>74. Complete and adequate documentation also forms the basis for accountability of the supplier, and will be required if any disputes arise or if any claims are made. All supporting documents must be kept for a period of six years for audit purposes. Documents must be filed by contract number and tender document number.</p>	<p>Specific UNHCR requirement of 6 yers. Please take note</p>
<p>E.1.7. Payment Compliance</p>	
<p>75. Payments to suppliers may only be made upon satisfactory fulfillment of all obligations in the supply Contract. Advance payments are, in principle, not allowed. However, they may be considered by the Partner for specific situations, in accordance with established criteria.</p>	<p>The manual allows pre-payment as a tool to work with smaller suppliers and to meet market conditions. Criteria must be established to use pre-payment. See point 158 in this guidance note.</p>
<p>76. In order to process payment to a vendor for goods, the Partner Finance Unit must ensure compliance and make payments in line with the payment terms and availability of an original invoice, the original receiving report, or hand over documents to the freight forwarder, third party inspection report (if applicable), and a copy of the Purchase Order.</p>	<p>Not specified in the manual. Is this included in the LWF financial manual?</p>
<p>77. In order to process payment to a vendor for services, a copy of the Contract is required together with the original invoice approved by the Requestor.</p>	<p>Not in the manual. Maybe in the LWF financial manual?</p>
<p>E.2. Procurement Procedures</p>	
<p>78. This Section details the procurement process and highlights relevant procedures. It is important to note that, in line with the procurement policy, delegated authority must be established and documented for any procurement activity.</p>	<p>PM 2.2 The role of the LWF rep. Does the chapter actually state, that responsibility is delegated to the Procurement Department?</p>
<p>E.1.1. Identification of Needs</p>	
<p>79. Procurement by the Partner using UNHCR funds must be agreed as part of the work planning process between the Partner and UNHCR, under the Project Partnership Agreement. UNHCR requires the Partner to identify, quantify, specify and plan for the needs of refugees and other persons of concern and operational support, in line with the Project Partnership Agreement and in close cooperation with the UNHCR field office. This will result in the establishment of a detailed procurement plan and budget.</p>	<p>PM 4.1 Procurement Plan</p>
<p>80. If exceptional circumstances prevent planning and early notification of the requirement, all applicable procurement procedures are still required to be followed. If this is not possible because of urgency, the reasons and circumstances for the urgency must be fully documented and approval must be obtained from the Partner’s Head of Office. In any event, procurement by the Partner must be allowed and budgeted for under the Project Partnership Agreement.</p>	<p>PM talks about derogation in 4.7.1 please note that UNHCR require approval obtained from Geneva. And elsewhere they talk about it being in writing. The manual allows simple procedure in all emergencies, and no further approval is required</p>
<p>81. The Partner Procurement Unit will provide planning support, i.e. appropriate support and advice to the Requestor in completing the Requisition with regard to:</p> <ul style="list-style-type: none"> a) Detailed specifications; b) Delivery expectations; and c) Policy and procedures. 	<p>PM 2.4 Procurement Department</p>

E.1.2. Requisition	Not included in the PM
82. A formal written Requisition must be made by an authorized Requestor to the Partner Procurement Unit in order to initiate the procurement process. A completed Requisition is required for all purchases of goods and services equal to or above the petty cash amount limits (usually less or equal to USD 500). Requisitions must be submitted early enough to provide sufficient lead time to meet delivery and distribution schedules.	Possibly past experience has led UNHCR to make this a mandatory requirement. A more flexible approach could be to state “may” and allow the Partner to use whichever system they have to convey this information to the Procurement Committee. I could be through a pre-approved procurement plan, through an email etc. This while following the internal authorization system of the organisation
83. Before proceeding with any procurement, the Partner Procurement Unit must review the Requisition and make certain that proper approval has been obtained. It is important to note that the Partner Procurement Unit is not authorized to alter specifications, quantity or other details of a Requisition, unless such changes have been discussed with the Requestor and given appropriate approval.	
84. The completed Requisition, along with the subsequent offers or proposals from vendors and evaluation done by the Partner Procurement Unit, serves to support the creation of a Purchase order or Contract and eventual payment to a vendor. No procurement activity will be undertaken without a fully completed and authorized Requisition.	
E.1.3. Establishing Bidders List	
85. Potential vendors that have not yet been registered must be requested to complete a vendor registration form. Following an evaluation by the Partner Procurement Unit, the vendor may be added to the Partner’s active database of registered vendors. A good vendor database must be maintained and kept up-to-date and will contain for each pre-qualified vendor: a) Full name and address; b) Product information and data sheets; c) Supply information (quality, delivery times, payment terms and warranties); d) After sales services; e) Packing and shipping facilities; no f) Management data and historical data; g) References; h) Verification that the vendor is not listed on the United Nations list of suspended and removed vendors; no i) Results of previous bidding and comments on past performance; and j) Audited financial statements for the last three years. no	Not a requirement in the manual. GEN 8 Advertisement of Business Opportunities includes this as an option GEN 8 does not contain all of this information but could easily be adjusted There is a danger that the vendor database is not updated frequently enough to capture new suppliers in the market. Consequently, the project could loose out on new technology, improved prices etc. A vendor database can in some instances be a system of the past, as the internet provides speedy and updated information. The vendors still need to be vetted and this can happen during the evaluation process.
86. From this database of registered vendors, the Partner Procurement Unit will identify and select eligible vendors to solicit bids for a particular procurement process, filtering on: a) Vendors who delivered against the last contract; b) The best three vendors from the last solicitation; c) Newly identified vendors; d) Other relevant vendors.	This could result in a restriction in the competition as it is impossible to keep all relevant vendors in a database. The manual considers the database one source of information for vendors, and it is optional to have one. Not a requirement in the Manual

<p>87. Vendors which are not able to supply the needed goods or services, or other vendors which are not eligible or suitable to bid, may not be added to a bidding list simply to make up the numbers.</p>	<p>Not explicitly in the manual</p>
<p>E.1.4. Solicitation Documents: Request for Quotation (RFQ), Invitation to Bid (ITB), Request for Proposal (RFP) and Scope of Procurement</p>	
<p>88. Solicitation documents must furnish all information necessary for a bidder to prepare an offer or a proposal and explain the main criteria for their evaluation. The rights of the bidder regarding the acceptance or rejection of offers or proposals must also be stated.</p>	<p>Included in the bidding document annexes e.g. SUP 2 Article 11 – evaluation criteria + A14 Cancellation for convenience</p>
<p>89. A formal tender process is required for procurement with a value of USD 5,000 or greater. In such cases, either an Invitation to Bid or a Request for Proposal must be used for procurement. For procurement with a value below UD 5,000, formal bidding is not required and a Request for Quotation (RFQ) may be used for tendering.</p>	<p>The manual operates with very different thresholds Compared to other international actors e.g. ECHO and EuropeAid, this seems a rather strict threshold and the bidding process, consequently strict.</p>
<p>90. The Invitation to Bid (ITB) is a formal method of tendering. It is used for the procurement of goods and services with standard and firm specifications that can be expressed qualitatively and quantitatively. Bids may be submitted in either one sealed envelope or two sealed envelopes (where technical and commercial information are submitted separately).</p>	<p>The manual requires this for Local and Int. open tender procedures above EUR 150,000 for supply.</p>
<p>91. The Request for Proposal (RFP) is also a formal method of tendering. It is used for the procurement of goods and services that cannot be expressed in sufficient detail to allow for the use of an ITB, for example in the case of professional services or complex goods or works. An RFP requests a technical proposal offering a solution to the requirements specified in the tender document, as well as a separate commercial proposal. A two-envelope system must be used: one for the technical offer and one for the commercial offer.</p>	<p>This resembles the Request for Proposal in the manual, which is required for services and works.</p>
<p>92. The recommended minimum number of vendors invited to bid for each tender is outlined in the table below. Consultation with UNHCR’s Procurement Management and Contracting Service (PMCS) is recommended in case of high-value procurements in excess of USD 1 million. It must be noted that there may be few potential vendors in some operational contexts or for some specialist goods or services. In those instances, it is important to document the reasons for inviting fewer than the recommended number of vendors.</p>	<p>Re. A: PM 6.1 The manual requires 3 prices but below EUR 10,000 it is optional to use a written solicitation document</p> <p>Re B; Same as manual in the 6.1 Simple procedure where 3 prices are obtained.</p> <p>Re. C: Manual uses RFQ and requires 4-8 invited suppliers</p> <p>Manual has no requirement to the minimum number of vendors invited. It has to be a broad and as many as possible to create maximum competition. Above EUR 150,000 it is a local and int. open tender and will involve a tender notice to attract suppliers +</p>

Value of tender (USD or equivalent)	Solicitation document required	Recommended minimum number of vendors to be invited	every project starts with a mandatory advertisement to attract suppliers.
A < 2,000	Written request	Two	
B 2,000 < 5,000	RFQ	Three	
C 5,000 < 150,000	ITB or RFP	Eight	
D 150,000 < 1 million (for a single or aggregate purchases)	ITB or RFP	12	
E > 1 million (for single or aggregate purchases)	ITB or RFP	20 to be done in consultation with UNHCR Country Office that will seek the advice of UNHCR HQ/PMCS	
E.1.5. General Elements of a Formal Solicitation Document			
93. Form of submission: The ITB and the RFP are formal solicitation documents. Their content is crucial to a good procurement process, since they define the procurement requirements and the basis on which the submission is to be made. ITB or RFP tender documents must be sent simultaneously to all potential bidders to ensure equal treatment.			PM 6.2 RFQ in Neg. Proc.. For Local open and international open tenders known vendors can be invited simultaneously but the rest will respond to the tender notice in the newspaper or online at that will be a different times.
94. The tender document must always stipulate that offers or proposals, including pricing, must be submitted in a sealed envelope (or envelopes) identifying the contents. In the case of RFPs and for complex or specialized contracts, bidders will be asked to submit the technical and commercial proposals in two separate sealed envelopes (the “two-envelope system”).			PM only required for 6.3 and 6.4 Local and int. open tender
95. The ITB or RFP must specify the main criteria for the evaluation of proposals.			PM Award criteria is an element in all the mandatory bidding documents.
96. The selection will be made based on the principle of best value for money. Bids must be scored when evaluated, with price and technical evaluation scores indicated in percentages. For example, an RFP evaluation for goods could be evaluated by weighing the technical evaluation at 60% and the price at 40%; for consultancies, the price and technical evaluation could be weighed at 50% / 50%.			PM yes on selection PM this is required for 7. Service and 8. Works contracts only and not for goods (6. Supply)
97. Closing date/time: The response time allowed for offers or proposals is based on the complexity of the required goods or services. Vendors are generally given ten days to two weeks to respond to an ITB or RFP. In cases of emergency, vendors may be required to respond as quickly as within 24 hours. For complex or specialized goods or services, it is usually appropriate to allow more than two weeks, even a month or more.			PM 4.1 step 6 Time considerations + the step guides. Fixed floating time for local (21 days) and int. open (30 days). For simple and negotiated procedure it depends on the market and must to as long as not to distort the competition but it is the partners' own choice.
98. Validity of offers/proposals: They must allow enough time (usually 90 days) for the Partner to complete the comparison and evaluation of offers/proposals, to evaluate samples (if required), to clarify particular aspects of the proposed contract, to obtain all necessary approvals, to award the contract and to receive back the countersigned contract from the vendor;			PM suggests 60 days and is optional in every template

99. Any specific conditions must be shown under a separate heading, such as the currency in which offers are to be made, if samples are to be provided or if laboratory test certificates are required.	PM integrated part of the template e.g. SUP 2, 3
100. Conditions for purchase orders for goods or services. It is important to ensure that the vendor accepts the Partner's general terms and conditions, either during vendor registration process or when submitting an offer.	PM GTCs are an integrated part of every contract and every template and are accepted through signature.
101. The required number of copies of the offer/proposal must be noted in the tender document.	PM yes in e.g. SUP 6, SER 4 and WOR 2 and all service contracts
102. Performance security: A performance bond must be considered for high-value contracts, construction contracts and critical projects, to be provided by the vendor on or before the effective date of contract.	PM 9.3 is called a performance guarantee and is recommended for contracts above EUR 50,000
103. Any potential bidder under an ITB or RFP process requiring additional information must submit a written request, either by letter, e-mail or by fax. The response and a copy of the question must be sent simultaneously, in writing, to all potential bidders, whilst maintaining confidentiality about who is bidding.	PM SUP 3 tender dossier A3 Clarification of tender documents and additional information.
104. It may be necessary to organize a meeting with potential bidders under an ITB or RFP process to provide additional information which cannot easily be dealt with in writing (e.g. when bidders have complex queries concerning product specifications). Such a meeting, for which all potential bidders must be invited to attend, would need to take place prior to the bid closing date. A record of the meeting will be provided without delay and simultaneously to the attending and other potential bidders. Prompt action must be taken in order not to compromise the bid closing date.	PM does not include this but also does not forbid it
105. An extension of the closing date/time may be granted if justified by exceptional circumstances (e.g. when many vendors cannot comply with the closing deadline) or if requested in writing by more than one bidder. When an extension is granted, all bidders must be informed immediately and simultaneously. A bid opening may only take place after the new deadline for the submission of bids.	PM does not talk about this. Yet it is allowed and would follow the UNHCR guidelines due to the principle of equal opportunity
E.1.6. Specific Elements to be included in an ITB or RFP for Goods	
106. It is recommended that the ITB or RFP document includes a template offer form, which the suppliers will use, facilitating the evaluation of bids. The form must include fields for the supplier to record the necessary offer elements, e.g. currency of offer, unit price, quantity discounts, and applicable taxes.	PM includes this in all templates
107. The vendor is required include a warranty for items which by their nature and price are normally guaranteed against deficiencies.	PM includes this in GTC article 4 Warranty obligations + it is included as an option in the Quotation submission form. Please refer to PPA Building, Shelter, Construction
108. For the purpose of evaluation and comparison of offers, bidders must be requested to quote on the basis of	PM yes, the quotation submission form requires an INCOTERM

<p>identical trade terms. Bidders are required to state the following:</p> <p>a) EXW unit prices (Ex Works);</p> <p>b) EXW total price, including cost for packing and loading;</p> <p>c) Price increment for delivery, as applicable, according to Incoterms, e.g.:</p> <ul style="list-style-type: none"> • FCA to named place of departure (Free Carrier); • CIP to named place of port of entry (Carriage and Insurance Paid to); • DAP to named place of destination (Delivered at Place). 	
<p>109. If required, the ITB or RFP must request the cost of the following services, to be quoted separately from the cost of the goods:</p> <p>a) Freight and other expenditures related to inland transportation and delivery by the vendor in the country of destination;</p> <p>b) Installation and commissioning;</p> <p>c) Training;</p> <p>d) Maintenance and repair; and</p> <p>e) Detailed operations and maintenance manuals.</p>	<p>PM phrases it differently in SUP 2, 2-1 and 3. Can be added as an option</p>
<p>110. In case the Partner benefits from duty tax exemption status in the country, the offer cannot include sales tax, customs duties and other import taxes levied in connection with an importation of goods. The bidder must specify that the prices quoted are free of taxes, and that they benefit from such exemption. The Partner is encouraged to obtain such exemption status.</p>	<p>PM the templates includes separate tax, duty and VAT information</p>
<p>E.1.7. Specific Elements to be included in an ITB or RFP for Services</p>	
<p>111. The following elements must be included specifically in an ITB or RFP for services:</p> <p>a) A warranty from the vendor;</p> <p>b) A detailed description of the services to be provided, including an implementation schedule;</p> <p>c) The payment schedule;</p> <p>d) A request for customer references; and</p> <p>e) A request for staff references, as applicable.</p>	<p>a) PM does not include warranty for services. How can you warrant a report, a book, an analysis etc.</p> <p>b) PM SER 2 makes provision for this in the TOR.</p> <p>c+d) PM SER 3 payment schedule in all templates here in article B9. Provision for references in Annex 3 Proposal Submission Form</p> <p>e) PM SER 3 includes this as an option in Annex 2 organisation and Methodology</p>
<p>E.1.8. Reception of Formal Offers or Proposals Under the ITB or RFP Process</p>	
<p>112. Sealed envelopes received under the ITB or RFP process must be marked “not to be opened before (closing date/time)” and must bear the references requested by the Partner on the outside envelope for identification purposes. If the Head of Office can guarantee complete confidentiality for the receipt of offers by a dedicated fax (e.g. on a fax machine</p>	<p>PM requires this for 6.3 and 6.4 local and int. open tender above EUR 150,000 for supply.</p>

to which the Partner Procurement Unit has no physical access), the receipt of offers/proposals in this way may be considered.	
113. Upon receipt, the unopened offers or proposals must be immediately safeguarded in a locked bid box and not opened until the bid opening deadline. The bid opening will ideally be conducted by a Bid Opening Committee and bid openers are all required to be present when opening the bid. Under no circumstances, will an offer or proposal be opened, altered, reviewed or examined, nor will it be marked or defaced in any way, prior to the official bid opening.	PM 6.3 and 6.4 step 5 PM allows the procurement committee to arrange the bid opening. PM 6.4 step 5 and 6 receiving tenders and opening tenders.
114. Offers or proposals received after the closing date will not be considered. All late offers or proposals will be returned to the respective bidders. Offers or proposals which are not submitted in sealed envelopes will also not be considered.	PM 6.3 step 5 – bids will be rejected if late. Late returned - Not included in the PM PM if not received in a sealed envelope if will not fulfil the administrative requirements and be rejected
115. The following arrangements will be made for opening offers or proposals under ITB or RFP: a) Sealed bidding: offers or proposals will be opened (or disclosed if received by fax) by at least two Partner officials, who will prepare and sign a record of the bid opening, including the date and hour when it was held, the persons present and their initials, the number of offers or proposals received, and the names of the bidders. b) Only authorized staff are allowed to participate in the bid opening for ITB or RFP tender documents. c) Those who open the offers or proposals must verify whether the offers or proposals meet the general requirements for valid receipt specified in the solicitation documents, and whether they have been properly signed.	Re. a) PM GEN 15-1 Tender opening checklist. GEN 15-2 List of Participants at the tender opening. GEN 15-3 Tender opening form w. signatures incl. Names, delivery term, lots, currency and total price. Re. b) PM 2.4 it is the evaluation committee as per the templates but the PM does not specifically state that. Re. c. PM Annex 15-3 not a requirement at present but GEN 15-3 can be adjusted to accommodate this. In the PM this activity takes place as a part of the administrative compliance check in the evaluation committee.
116. Bidders are not permitted to alter the offer or proposal after the closing date. Any bidder may, however, be requested to clarify an aspect of an offer or proposal in writing, but a change in the substance or price of the offer or proposal may not be sought, offered or permitted.	PM 6.3 step 8 evaluation of an open tender procedure
117. Prior to the award of Contract, no information may be revealed concerning offers or proposals such as relative standing, names of bidders, etc. After the award of contract, the decision will be announced to all bidders. Explanation may be provided upon request. Under no circumstances, however, will any bidder's confidential information be disclosed to another vendor or to officials not directly concerned with the evaluation process.	PM – SUP 8 Letters to unsuccessful suppliers are sent PM SUP 8 includes information the name and price of the winner. Maybe this needs to be modified?
E.1.9. Review and Evaluation of Offers or Proposals and Award	
118. The Partner must establish internal reviews and	Partner committee on contracts

<p>thresholds for authority, approval and oversight (through the Partner Committee on Contracts) at field, country or HQ level (depending on the presence and structure of the organization) to review contracts, i.e., contracts below USD 20,000 at field level, contracts between USD 20,000 and USD 150,000 at country level, and high-level contracts of USD 150,000 or more at HQ level. The Partner Committee on Contracts will hear recommendations on cases from the Partner Procurement Unit and ensure that the procurement process has been properly conducted in line with the Partner’s policies and procedures, and will award or reject a recommendation to establish a contract accordingly. Minutes of the deliberations and decisions reached must be retained on file. Committee members must ensure that they have no conflict of interest in reaching their decisions, and to this end are not allowed to work as part of the Procurement Unit.</p>	<p>Not included in the PM</p> <p>LWF to decide the location and composition of such a committee as well as the threshold. Please also refer to section D.4 + Glossary</p> <p>To compare with the Enhanced UNHCR Framework for implementing with partners etc. section 2.5. It is the Head of Office who endorses or disagrees with the recommendation of the multi-functional implementing Partnership Management Committee.</p>
<p>119. The purpose of evaluation is to determine which vendor has the lowest price for the acceptable specifications (principle of “best value for money”). In determining whether an offer or proposal is acceptable, non-price factors are first taken into account. If all other technical elements are equal, the lowest price acceptable offer or proposal must be selected. The basis for award must be duly documented and justified, and must be based on the established evaluation criteria in the tendering document.</p>	<p>PM SUP 4, 5, SER 3, WOR 3</p>
<p>120. The Partner Procurement Unit will thoroughly review each bidder’s offer/proposal in order to detect any problem. In the event of a calculation error in an offer or proposal, the unit price will prevail. If it is clearly beyond doubt that a fundamental mistake has been made, the Partner Procurement Unit may permit the bidder to withdraw, but not alter, the offer or proposal.</p>	<p>Error: GEN 15-4 evaluation report open tenders point 6. Fin. Evaluation “fundamental mistake”: Not described in the PM</p>
<p>121. The factors that will be considered in an evaluation, in addition to price, for the purpose of determining the best acceptable offer or proposal will be specified in the RFQ, ITB or RFP, and will include where applicable:</p> <ul style="list-style-type: none"> a) Compliance with legal requirements, technical specifications, relevant international standards and technical norms; b) Compatibility with existing equipment and standardization plans; c) Compliance with required time schedules; d) Delivery times; e) Payment terms; f) Guarantees, availability of spare parts, after-sales services and training; g) Life-cycle aspects covering maintenance and operating costs; h) Capability, capacity, financial standing, past experience and performance of the vendor and its local representative; i) If delivery time is a main factor for award, a liquidated damages clause will be made part of the contract; 	<p>PM included in SUP 1, 2, 2-1,3, SER 1, 2 and WOR 1</p>

<p>j) If offers or proposals are in a currency other than the local currency, they will be converted at the prevailing rate of exchange for evaluation purposes.</p>	
<p>122. Depending on whether it concerns local or international procurement, the evaluation and comparison of offers/proposals will be made on the basis of either Delivered Duty Unpaid (DDU) or Carriage and Insurance Paid (CIP) prices to the port of entry, unless otherwise stipulated.</p>	<p>UNHCR Requirement This seems to be inconsistent with what is included in section 108 where all incoterms seems to be available to the program.</p>
<p>123. Offers or proposals received under an ITB or RFP process (such as complex goods or services) will be submitted to the Requestor for technical evaluation by a committee, in accordance with the award criteria listed in the solicitation documents. The Technical Evaluation Committee (normally chaired by the Requestor) must prepare and sign a detailed evaluation score sheet (Bid Tabulation Form) and evaluation report, and it will specify which technical offers are cleared as sufficiently meeting the technical specifications outlined in the solicitation document.</p>	<p>PM has one evaluation committee who first evaluates the technical offers and then the financial once. If necessary the requester can be invited to participate in the evaluation committee as per PM 2.4</p>
<p>124. Under the two-envelope system, all pricing information must be submitted in a separate sealed envelope. After the technical evaluation is conducted, the price for only those offers that are technically cleared is reviewed. This is done by the Partner Procurement Unit (not by staff participating in the technical evaluation).</p>	<p>DIFFERENT from the PM</p>
<p>125. The results of the technical evaluation scores will be provided to the Partner Procurement Unit who will summarize them in a “Bid Tabulation Form”, listing which offers or proposals have been technically cleared and which have not, with the corresponding evaluation scores. Technical evaluation scores will be weighted in line with the tender document criteria (apportioned technical/price percentages, such as 70% and 30%). Price scores will be tabulated and weighted (for each technically acceptable offer or proposal), and a combined score will be calculated. The score is highest for the lowest price offer. Commercial scores are allocated to the other bids in proportion to the lowest price offer. The Partner Procurement Unit will include all supporting documents and a written statement of all relevant factors leading to the final recommendation for the award of the contract.</p>	<p>DIFFERENT from the PM. There is a scoring and weight scenarios for services and works but not for supply. Also, the decision making solely rests with the procurement committee</p>
<p>126. In the case of an RFQ for single purchases of “off-the-shelf” goods, a detailed technical evaluation report is not required. The signed and reviewed Tabulation of Offers, as approved by the Partner Procurement Unit, together with the supporting documents form the basis for the award of the contract.</p>	<p>PM requires technical evaluation / comparison in all procedures.</p>
<p>127. Extension of validity: The evaluation and award of the contract must be completed promptly within the period of the validity of offers or proposals as stipulated in the solicitation documents. If justified by exceptional circumstances, an extension of validity must be requested in writing from all bidders before the expiration date. When an extension is requested, bidders may not be asked or permitted</p>	<p>PM 9.2 Validity period etc.</p>

<p>to change the price or other conditions of their offer or proposal. Bidders have the right to refuse to grant such an extension. Any bidder not granting an extension automatically declines their further participation in the concerned bidding process.</p>	
<p>128. Rejection of offers or proposals: The Conditions for Purchase Orders or Contracts, submitted with each RFQ, ITB or RFP will contain a statement concerning the Partner's right to accept or reject any offer or proposal prior to the award of contract and to annul the bidding process and reject all offers at any time. When required in the interest of operations, for example when an insufficient number of substantially responsive offers or proposals is received or when there is lack of effective competition, all offers or proposals may be rejected and new ones solicited based on the same or revised specifications. Such action may not be taken for the sole purpose of obtaining lower prices.</p>	<p>PM yes to the first section.</p> <p>The PM allows in 4.7.1 to continue with the number of bids if negotiated procedure even if less than 3. Also for Local open tender. However, it also allows to cancel</p>
<p>129. If the award of contract was preceded by negotiation by designated Partner employees, this must be duly documented and recorded in the Procurement File, specifying the contract negotiation objectives (delivery, quality, price etc.). Such negotiations must be entered only upon the duly authorized person and conducted/recorded in a transparent manner, after award of the contract. A contract may only be awarded when funds are confirmed and authorized to be available.</p>	<p>PM 6.2 step 5 as a part of the negotiated procedure the proc. Com.</p>
<p>E.1.10. Ordering and Inspection</p>	
<p>130. A letter, with the following tendering documents, is submitted to the Partner Contracts Committee or to the authorized officer as the basis for awarding the contract:</p> <ol style="list-style-type: none"> a) Requisition; b) RFQ or ITB or RFP; c) Record of the opening of the offers/proposals; d) Technical evaluation report (if relevant); e) Tabulation of offers; and f) Offers or proposals received (all in original). 	<p>UNHCR requirement</p>
<p>131. Purchase Orders or Contracts will be utilized to establish contractual obligations. They are issued according to a numerical sequence of reference numbers.</p>	<p>UNHCR requirement PM optional below EUR 2000 unless donor states differently. Sequence requirement not explicitly in the PM</p>
<p>132. The required basic data in a Purchase Order or Contract are:</p> <ol style="list-style-type: none"> a) Contract number and date; b) Page number and total number of pages (e.g. 1/3, 2/3, 3/3); c) Vendor's address, contact person and phone number; d) Vendor reference number; e) Consignee and, if different, delivery address; f) Trade terms (Incoterms); g) Mode of shipment and trans-shipment point (via); 	<p>b and q not in the PM templates</p>

<p>h) Delivery date (note: never “ASAP”);</p> <p>i) Terms and conditions;</p> <p>j) Timeframe of the contract;</p> <p>k) Liquidated damages or compensation for non-compliance with terms and conditions;</p> <p>l) Cash terms (prompt payment discounts);</p> <p>m) Item number(s);</p> <p>n) Complete description of goods or services;</p> <p>o) Quantity, unit of measure, unit price and total for each item;</p> <p>p) Total order value;</p> <p>q) Requisition reference;</p> <p>r) Partner buyer name/code and phone number;</p> <p>s) Authorized signature.</p>	
<p>133. Inspection of consignments at various stages in the supply process assures quality and quantity control of the goods provided. To minimize problems encountered on delivery, the Partner Procurement Unit may consider the need for inspection services by a neutral inspection company for each contract or may use UNHCR’s framework agreement for inspection services. Related costs will be covered as agreed in the PPA. The services of an inspector may range from a general pre-shipment inspection to inspection during all stages of production and laboratory analysis.</p>	<p>PM 2.4 Procurement Department + a part of the step guide for each delivery. SUP 3 – tender dossier pre-shipment inspection consideration</p>
<p>134. Standard conditions for Purchase Orders or Contracts will be incorporated in all such contracts. Any deviation from these must be approved by the Partner Procurement Unit and referenced in the contract.</p>	<p>PM this is typically the case for service and works but can also be for supply. The template makes this a possibility. Please refer to point 159.</p>
<p>135. If a progress payment is requested by the vendor and has been negotiated, this will be specified in the contract.</p>	<p>PM in bidding document template</p>
<p>136. Change (including cancellation) of an outstanding order or contract must be made in writing to the Partner Procurement Unit, who will consult with the Requestor and the vendor. Under no circumstances will the Requestor contact the vendor directly to modify an order or contract. If change is approved, an amendment of the contract or the order must be issued with the words “Contract Amendment” or “Change Order” written on the top of the page. A description of the changes must be written into the body of the contract and approved by both the Requestor and the vendor.</p>	<p>UNHCR requirement</p>
<p>E.1.11. Consignments, Importation and Customs, Insurance</p>	
<p>E.1.11.1. Consignment</p>	
<p>137. The Partner will designate UNHCR as the consignee for procurement done with UNHCR funds.</p>	<p>Not covered by the PM</p>
<p>E.1.11.2. Importation and Customs</p>	
<p>138. The Partner will ensure that all customs and registration documents, licenses and operating permits which may be required for the importation of Project equipment and supplies will be applied for in ample time, prior to the forecasted importation date, in order to avoid delays at the port of entry.</p>	<p>Not covered by the PM</p>

The Partner will indicate to the competent authorities that the Project supplies are procured with UNHCR funds.	
139. UNHCR will make every effort to assist the Partner in clearing all Project equipment and supplies foreseen and necessary for the implementation of the Project through customs at places of entry into the country where activities related to the Project are to take place.	Not covered by the PM
E.1.11.1. Insurance	
140. Insurance coverage must be considered at least for high value or otherwise critical contracts. Certain Incoterms, such as DAP or CIF, make transport insurance a part of the vendor's responsibility. Transport insurance can usually also be obtained separately through a freight forwarder.	PM incorporates insurance considerations in the planning phase, in all procedures and under 9.3 legal aspects
141. In the event of damaged goods, the Partner will lodge insurance claims, or provide the necessary information in order for UNHCR to do so, for receipt of damaged goods. Such claims must be made, within the specified time following delivery, with the relevant insurance company and according to the terms and conditions for the lodging of claims as stated in the relevant insurance policy. If the settlement of an insurance claim results in a reduction in price or in reimbursement in cash, this must be reflected in the Project accounts.	Not covered by the PM
E.1.11.2. Incoterms	
142. Incoterms is a series of sales terms, widely used in international commercial transactions for goods. The purpose of Incoterms is to provide international rules for the interpretation of commonly used trade terms in international transactions. They give a uniform set of guidelines for the interpretation of buyer and vendor obligations under three main headings: a) Place of delivery; b) The division of costs; c) The point at which the insured risks pass from the vendor to the buyer.	PM 6.6 INCOTERMS
143. Incoterms also identify which party is responsible for export documentation under each term. By stating the Incoterms under which the Purchase Order is issued, both the vendor and the Partner know the rules governing the delivery. The Partner Procurement Unit must be fully conversant with the meaning and ramifications of the quoted Incoterms.	PM 6.6 INCOTERMS
144. International procurement arrangements will be made on Carriage and Insurance Paid terms (CIP terms/Incoterms 2013) by surface or airfreight to the final destination or minimum to the port of disembarkation. The arrival schedule in one or several consignments must be agreed with UNHCR.	UNCHR requirements
E.1.12. Transportation	
145. Transportation must be considered when the contract includes delivery of goods or services at the destination. Transportation may involve a significant cost component of the purchase and may affect delivery time. As such, it requires appropriately detailed planning. Once a	PM 4 is an aspect in the procurement plan

requisition has been raised, the Partner Procurement Unit must investigate options for the most acceptable, reliable and economical means of moving the goods or services to the intended destination.	
146. Attention is drawn to the complexity and pitfalls of transport documents and transportation. The Partner is strongly recommended to formulate local policies and procedures for both domestic and international transportation, taking account of import tax considerations.	PM SUP 9 Guidelines on Transportation and Storage
147. In the selection and contracting of freight forwarders, it must be noted that carriers and their agents will conduct their business under limited liability and under agreed conventions and take risk mitigation measures.	PM does not address this assumption
148. The freight forwarder will be instructed to send to UNHCR as the consignee the following documents, if applicable: a) Advance shipping advice by fax or e-mail; b) Waybill (original and one copy); c) Commercial invoice (one copy); d) Packing list; e) Third-party inspection certificate (if applicable); f) Insurance certificate (if applicable); g) Certificate of origin (if required); and h) Other documents (if required) (e.g. radiation certificate, certificate of analysis).	UNHCR requirement
E.1.13. Contracting for Goods and Services	
149. Contracting for goods and services requires clear terms of reference and active oversight by the Requestor following the award of contract.	UNHCR Requirement
150. Terms of Reference (TOR) are prepared by the Requestor, which succinctly and clearly state the nature, timeliness and measures of performance required of the contractor. The TOR may include standards for accomplishing work. The Partner Procurement Unit may assist with clarifying the TOR, but the responsibility for preparation and subsequent monitoring rests with the Requestor.	PM 4.12 TOR
151. An estimate of the cost for the goods and/or services to be acquired must be prepared by the Requestor. Sources for the estimate include amount paid for previous contracts under competitive conditions, and market surveys. A realistic and reasonable estimate provides a baseline to permit analysis of proposed prices and determination of reasonableness.	PM 4.1 The procurement plan + budget from finance
152. The Partner Procurement Unit must maintain records of solicitation documents, all original proposals, selection documents, evaluation reports and the contract.	PM 5 Documentation
153. Signature of Contracts. The Contract must be signed by the Partner and the contractor. It is usual practice that the contractor signs the Contract first. The number of signed originals of the Contract is determined by the Partner procurement policy. However, a minimum of two originals must be prepared, one for the contractor and one for the	PM included in all step guides on procedures for SUPPLY; SERVICE and WORKS

Partner. Copies of the contract will be provided to the Requestor and to the Partner Finance Unit. Distribution of additional copies of the contract must be made in accordance with the Partner's internal procedures.	
154. Modifications to Contracts may only arise when unexpected or emergency situations occur and must be reflected in an amendment of the Contract. Clauses for providing for amendments will be stipulated in the contract. Funds must be certified as being available prior to modifying a contract that increases its amount.	NOT addressed in the PM
155. Active oversight or contract management ensures that contractor performance is monitored and that any shortcomings are promptly brought to the attention of the contractor for correction and adherence to the terms of reference as included in the Contract. Active oversight also ensures timely processing of contractor invoices.	PM 5 – documentation 6.5 Receiving Supplies SUP 9-2 Procurement Process Overview
156. Payment will be made upon satisfactory completion and acceptance of work. Upon submission of the invoice by the contractor, payment will be promptly made in accordance with payment terms established in the Contract.	Not covered by the PM
157. Advance payments are, in principle, not allowed. However, they may be considered by the Partner for specific situations, in accordance with established criteria.	Commented on under point 75.
158. In case advance payments are necessary, they may not exceed 50% of the total vendor contract. Under no circumstances, such advance payment may exceed USD 10,000 without prior and written authorization by the UNHCR official who has countersigned the Project Partnership Agreement.	UNHCR Requirement Criteria for the advance payment – please refer to point 75.
159. Progress payments may be appropriate for contracts lasting longer than two to three months and for services with discrete or regular progress intervals, for example: a) Annual maintenance or other service contract. The payment schedule must be reflected in the contract. b) Study or report lasting several months to a year. Payment can be based on steps accomplished to achieve the final report or study. Milestones must be realistic and reasonable.	UNHCR Requirement Refers to paragraph 135.
160. Progress payments will not be applied for shorter term contracts which involve the discrete delivery of goods or services.	UNHCR requirement
161. Contracting for services is often more complex than contracting for goods. If necessary, further support and clarifications may be obtained from PMCS (hqsmsipp@unhcr.org).	
E.1.14. Expedition	
162. Expedition entails follow-up of the status of progress of the Order through the logistics chain, and is most effectively done in advance of delivery rather than chasing late consignments. This requires maintaining a record of expected shipments and arrivals to track orders and keep the final destination informed of progress.	PM has limited cover on this but has a template in SUP 9-2 Procurement Process Overview PM 5 – documentation 6.5 Receiving Supplies
163. Partner employees responsible for the	Not addressed in these details in

expedition of Purchase Orders and/or the management of service contracts must review all active files at least on a weekly basis, or as frequently as required. It is also important in this context to monitor each shipment stage: ship's arrival, discharge, storage, customs clearance, and loading and transportation to final destination.	the PM PM 5 Monitoring is required but not on a weekly basis
164. The Partner Procurement Unit must facilitate reasonable requests for support and assistance from vendors to enable them to meet their contractual obligations.	PM does not explicitly address this but it is understood
165. The Partner Procurement Unit will accept the actual delivery of services only for those service contracts relating to its own function (where it is also the Requestor); since it is the Requestor who is in the position to effectively monitor the progress of services requested.	UNHCR requirement
166. Visits to the vendor to monitor on-going performance of Purchase Orders and service contracts may be appropriate, using performance evaluation forms and quality control checklists. The evaluation and appraisal of vendor performance must be carried out on a continuous basis. The Partner Procurement Unit must document any findings/reviews/inspections and ensure that one copy is included in the file and another copy in the vendor database. The information is required to provide feedback into the vendor selection system and to assist in the resolution of any dispute arising from a Contract.	UNHCR requirement
167. The following procedures must be observed in case of delayed delivery: a) Examine the delivery status of all Contracts which have been confirmed with vendors and for which delivery has been delayed beyond the contractual delivery date; b) Check with the Requestor for eventual receipt for those contracts singled out by this review. If not received, check whether the delayed goods or services are still required; c) Contact the vendor for a realistic delivery date if the delayed goods or services are still needed, and follow-up on prompt expedition; d) In case the vendor states that the goods (and documents) have been shipped or the services delivered, 1) obtain the shipping date and shipping information; 2) ask the vendor to investigate and advise on current status; and 3) trace the consignment through receiving agents or, in case of services, obtain proof of satisfactory delivery.	UNHCR requirement PM 5 Monitoring is required but not on a weekly basis
E.1.15. Receipt, Rejection and Claim	
168. As soon as goods or services are received, they must be promptly and carefully examined or assessed to verify that they fully conform to the Contract.	PM 6.5 Receiving Supplies
169. – 177.	PM does not cover this
E.1.16. Tax Exemption and Customs Paragraph 178 & 179	PM does not cover this
E.1.17. Payment Paragraph 180-184	PM does not cover this. Might be in the financial manual?
E.1.18. Procurement File	
185. The Partner Procurement Unit must maintain a	PM 5 Documentation + the step

<p>file for each procurement. A typical “standalone” Procurement File would contain the following, in this order, separated by dividers for easy reference:</p> <ul style="list-style-type: none"> a) Requisition; b) Company names and contact persons for vendors solicited; c) Copy of the request for written offer (RFQ, ITB or RFP); d) Original offers or proposals from responsive vendors, including all related correspondence; e) Evaluation of offers or proposals or approved waiver giving justification for vendor selection and award price, f) Tabulation of offers; g) Justification for lack of competition, in case less than the specified number of bids were received; h) Partner Contracts Committee minutes and decision, if appropriate (depending on value of contract); i) Copy of the Purchase Order or service contract including orders for inspection and insurance, if applicable; j) Expedition documents; k) Customs clearance documents (in case of international procurement); l) Copy of the Receiving Report (for goods) or Handover Report (for services); m) Copy of the vendor invoice; n) Payment vouchers/receipts; o) Other documents and correspondence related to the Contract; 	<p>guides</p> <p>Additional UNCHR requirements following the detailed guidelines above. Once corrected this will also prevail in documentation</p>
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