



Procurement and Partnership Policy (FM-PO-01)

	
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<ol style="list-style-type: none"> 1. Change to Thresholds section 5.5 2. Change to Thresholds section 5.7 3. Changes to 6.2 , 6.4, 7.2 and 8.1 regarding thresholds 4. Change to 10. Procurement Matrix re thresholds 	

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BACKGROUND

1. This Policy is established under the framework of the Institute's Finance Regulations and Finance Rules. Pursuant to Article 8 in the Finance Regulations and Rule 108 in the Finance Rules, the Institute should establish and maintain adequate internal control of its financial transactions and other operations.
2. The Policy provides a set of general principles to govern the process of incurring obligations / committing funds by the Institute with a view to ensure sound and effective management of the financial and other resources of the Institute and to safeguard its status and interests.
3. The Policy aim is to ensure that the process is transparent and has a normal and predictable course with minimal need for ad-hoc or discretionary interventions, while at the same time allow for a degree of flexibility that would not hinder the timely and

- efficient implementation of the Institute's programmes and strategy.
4. In case of ambiguity as to the interpretation and application of the Policy, the Director of Corporate Services will rule thereon. Detailed procedures consistent with this Policy are provided in the [FM-PR-01 Procurement Procedure – Services, leases and consultants](#); [FM-PR-02 Procurement Procedure – Partnerships and FM-PR-03 Procurement Procedure – Supplies / Goods and Events](#).

SCOPE

1. The Policy is applicable to the commitment of funds and the award of contracts financed from the financial resources of the Institute or otherwise leading directly or indirectly to a financial or legal commitment for the Institute. The scope of the Policy covers:
 - a) Procurement of services including the procurement of intellectual property and lease agreements;
 - b) Procurement of Consultancy Services;
 - c) Procurement of supplies/goods;
 - d) Cooperation with partner organizations;
 - e) Procurement of hotel and venue services for events and workshops.
2. The Policy applies to all activities of the Institute, regardless of the category of expenditure (programmatic/administrative), the area of work, the type of funding, or the location of commitment.
3. In the case of projects funded by donors through specific financing instruments, if the donors' requirements in terms of contract award are stricter the requirements of the funding instrument shall take precedence over the Policy of the Institute.

DEFINITIONS

1. **Obligations** – means commitments involving a liability against the resources of the International Institute for Democracy and Electoral Assistance
2. **Internal Controls** – means the internal follow up / checking system and internal audit and also the whole system of control, financial and otherwise established by the Secretary-General in order to carry on the business of the Institute in an orderly manner, safeguard its assets and secure, as far as possible, the accuracy and reliability of its records



POLICY

1. General considerations

The following considerations shall always apply in the process of committing the Institute's funds, regardless of the type of commitment:

1.1 As an overarching principle, proposals for commitments shall only be initiated if their purpose and timing is in the best interest of the Institute;

1.2 The decision on the type of commitment shall be made so as to ensure efficiency of the process: the duration of the process, amount of work involved and associated costs are commensurate with the character, volume and type of commitment. Under no circumstances shall such decisions be made with the intention of avoiding the application of a formal procedure;_

1.3 Sound and efficient planning of the commitment process is critical for the timely and successful implementation of the related assignments: sufficient time shall be allowed for the completion of the commitment process, to avoid congestion immediately prior to the planned commencement of assignments;_

1.4 Retroactive financing shall not be permitted: no activities may start before a formal contract or equivalent documentation is in place as per the provisions of the Policy and related procedures;_

1.5 Conflict of interest: the contractors and partners shall be required to provide professional, objective, and impartial services or advice and at all times hold the Institute's interests paramount, without any consideration for future work, and to strictly avoid conflicts with other assignments or their own corporate interests. They shall not be contracted for any activities that would be in conflict with their prior or current obligations to other parties, or that may place them in a position of not being able to carry out the assignment in the best interest of the Institute.

A Staff Member who finds himself/herself in a situation in which he/she has a private or



personal interest sufficient to appear to influence the objective exercise of procurement shall disclose that interest to their Line Manager and, except as otherwise authorized by the Line Manager, either continue with the procurement or excuse themselves from engagement. Such disclosure shall form part of the supporting document for the procurement.

A Staff Member must disclose related parties under consideration during the procurement process. Related parties include family members and relatives; persons/organization* linked or related to Staff Members, donors and Member States who may appear to have an unfair advantage. Such relations shall be declared to the Staff Members Line Manager who shall authorize either the continuation of the process or request that the Staff Member excuse themselves from the engagement. A Staff Member shall not directly supervise the work of a related party. A related party shall not qualify for a direct award and must be subject to open competition before they are selected. Such disclosure shall form part of the supporting document for the procurement.

*) An organization is a related party if an IDEA Staff Member:

a) directly or indirectly:

1) controls the organization;

2) owns a holding in the organization which enables the staff member to exercise significant influence over the latter;

3) exercises control over the organization jointly with other parties;

b) is an organization associated to the Staff Member;

c) is one of the key management personnel of an organization or any of its subsidiaries;

d) has a close relative who is a party referred to in paragraph (a) and (c) above.

1.6 Ethics: all parties involved shall observe the highest standard of ethics during the selection/commitment process and execution of contracts financed by the Institute. Contracts shall not be awarded to organizations/individuals who have been involved in illegal or fraudulent practices. No gift, payment, consideration or benefit of any kind which could be construed as an illegal or corrupt practice, shall be accepted either directly or

indirectly, as an inducement or reward for the award of contracts. Criminal acts will be reported to the relevant authorities. The disciplinary procedures of the Institute will also be invoked in cases of suspected corrupt practices;

1.7 Eligibility: the process shall be open on equal terms to all legal and natural persons, regardless of their origin, nationality, gender or other characteristics as applicable. However, organizations/individuals shall be excluded from consideration if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a terrorist or criminal organisation or any other illegal activity;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- they have been guilty of grave professional misconduct proven by any means;
- they have been declared to be in breach of contract for failure to comply with their contractual obligations in previous assignments.

1.8 Written records of the entire commitment procedure shall be retained as may be required by statutory laws, agreed by the External Auditor and as indicated in the Management System procedures, and shall be made available to any authorised audit or control;

1.9 The Secretary-General and the Director of Corporate Services retain the authority to waive the application of certain provisions of the Policy and related procedures in exceptional circumstances that call for exceptional treatment. If this waiver is applied the case(s) will need to be sent to the Finance & Audit Committee for review at their next meeting. Where deviation from the policy in a specific procurement process may be warranted in exceptional circumstances, the rationale for deviation should be documented and approval of the Secretary-General sought. In circumstances where the Secretary-General as the accounting officer finds it necessary to deviate from the policy due to exceptional reasons, he/she shall seek the Director Corporates Services' approval. A documented processes; filled deviation form (TE-01 - FM-PO-01) and all the supporting documents should be kept at all times with transparency and value for money maintained. If this waiver is applied, in accordance with IDEA Rules of Procedure under Mandate of the Finance and Audit Committee; sub section 4.4.2 the case(s) will be included in the management accounting report to the Finance & Audit Committee for review.

1.10 The Institute's procurement activities, as applicable, should encourage positive environmental outcomes through the promotion of environmental standards, energy efficiency,

re-use, recycling, disposal practices and natural resource conservation.

1.11 The Institute's procurement activities, as applicable, should encourage the Decent Work Agenda through the compliance of all providers to the ILO core labor standards (ILO core labor standards ban forced labor (Conventions 29 and 105) and child labor (Conventions 138 and 182) and establish the right to freedom of association and collective bargaining (Conventions 87 and 98) and to non-discrimination in terms of employment and occupation (Conventions 100 and 111).

2. Selection

Procurement financed from the Institute's funds shall observe the principles of sound financial management ensuring: _

A. Open competition: as a general principle, procurement should be done through a competitive procedure and the higher the budget of the contract to be signed, the higher the level of competition. Sole sourcing / direct awarding should be done only in particular cases fulfilling specific criteria as indicated herein;_

B. Transparency: Selection of service providers or suppliers is based on clear and explicit criteria, to be made available to candidates / bidders before submitting a bid to International IDEA. The reasons for selecting a particular service provider / supplier are substantiated unequivocally in an evaluation report and the outcome is provided to applicants;_

C. Equitable and unbiased selection: No candidate / bidder is unjustifiably discriminated against and no candidate / bidder receives an unfair competitive advantage;_

D. Efficiency: The procurement procedure, the duration, amount of work involved and associated costs are commensurate with the character, volume and type of procurement, and the procurement process follows a normal and predictable course, without additional intervention. However, no procurement requirement for a given input may be split-up with the intention of avoiding the application of a formal procurement procedure. It is always acceptable to choose a method allowing for higher competition than required by the Policy, should the responsible Project Manager consider appropriate;

E. Value-for money: The selection is normally made by balancing quality with the cost of services or supplies/goods required.

3. Procurement planning

Budget holders are expected to provide an annual procurement plan in conjunction with the annual programme and budget.

Budget holders shall prepare and revise accordingly an annual procurement plan in line with the annual programme and budget. The annual procurement plan shall list all major actions of at least Euro 30,000.

4. Types of commitments

The commitments of the Institute that make the object of this Policy can be grouped into the following main categories:

4.1 Procurement

Procurement represents purchases from third parties (vendors) under commercial relationships. The providers usually sell their products at a profit and the Institute becomes and remains the owner of such products. Procurement refers specifically to:

4.1.1 Procurement of Services

Procurement of services refers to procurement of expertise, know-how and competencies not available within the Institute, with a view to meeting identified needs of the organization. Services are rendered by specialized service providers (individuals or organizations) according to specifications prepared by the Institute. Services may be divided into different types for which different procurement procedures and contractual formats should be used as provided below:

A. *Procurement of intellectual property*: commissioning of papers or other original works, or services where part or all of the end products are original works that the Institute needs to acquire the copyright for (e.g. studies, research papers, translation of copyrighted material, layout design, etc.);

B. *Services of a technical or intellectual nature* where the end product is not an original work that the Institute would be interested in attaining the copyright for (e.g. legal and accounting services, IT services, interpretation, provision of training, printing, cleaning,

etc.);

C. *Services of a repetitive nature*: when over a period of time (normally longer than six months) it is expected to resort to certain types of services without knowing in advance the timing, frequency and exact quantities of services to be requested;

D. *Lease agreements*, contracts for utilities (telephone, water, electricity, etc.)

4.1.2 Procurement of Supplies/goods

Procurement of supplies/goods refers to the purchase of fixed assets (such as office equipment, furniture, machinery and vehicles), small inventory items, and consumables. The delivery of certain types of supplies/goods may in addition include specialised services such as installation, warranty and maintenance.

4.2 Partnerships

Partnerships are relationships of substance between the Institute and other organisations/Institutions whereby the partner organization/Institute commit to cooperate in pursuance of common objectives.

4.2.1 General/Institutional Partnerships

These are memoranda that are general in nature and simply express the intention to cooperate within a fairly general framework of activity. While these do not entail any transfer of funds between the partners and thus do not directly commit the Institute financially, they may lead to or be intended to eventually result in liabilities against the resources of the Institute and therefore in financial obligations.

4.2.2 Project Specific Partnerships

Partnerships between two or more organisations for implementation of a specific project are formalized through agreements describing the objectives, the nature of the actions, the means and resources the parties agree to make available, the ownership of the results and in general the rights and obligations of the parties in the implementation of activities.

Project specific partnerships entail a) a financial obligation between the Institute and the partner organization(s)/Institution(s) or b) a financial implication separately for the Institute and the partner organisations(s)/Institution(s). Actions may be jointly financed and/or jointly implemented by the partners. Actions most commonly will entail the transfer of funds from IDEA to the partner organisation(s). However there will also be situations where each party is responsible for funding their part of the joint project activity. The financial contributions made by International IDEA may under no circumstances result in a profit for the partner organisation(s)/Institutions(s) and they shall be limited to the amount required to balance income and expenditure for the action.

4.3 Meetings, Workshops and Events

Organization of conferences, workshops, training sessions and other events is an important part of the Institute's activity. It is common that the Institute finances the cost of the meeting including participation of relevant individuals to such events, either by direct payments or reimbursements.

5. Procurement selection

5.1 Procurement of Services

Service providers shall be selected as follows:

1. Services estimated to cost no more than ten thousand Euros (EUR 10,000), competition is not required; the assignment may be sole sourced to a service provider at the discretion of the Project Manager provided that the total amount contracted directly with the service provider does not exceed ten thousand Euros (EUR 10,000) in any consecutive 12 calendar months; The Project Manager is expected to submit documentary evidence of the selection process applied as part of the supporting documentation for the procurement;
2. Services estimated to cost between ten thousand and one Euro (EUR 10,001) and thirty thousand Euros (EUR 30,000), the service provider shall be selected following evaluation of at least three quotes invited from qualified organizations/individuals (restricted competition). The three quotes reviewed should form part of the supporting documents of the contract as should the evaluation sheet;
3. Services estimated to cost over thirty thousand Euros (EUR 30,000), the service provider shall be selected following an open competitive process.

Direct award is a non-competitive procurement process accomplished after soliciting and negotiating with only one source. Whereas they provide the Institute with the flexibility to rapidly respond to emerging issues, they could also potentially;

- Lead to increased cost
- Provide opportunity for corruption and
- Violate funding agreements

Consequently, sole sourcing of service providers should be the exception.

Contracts for provision of services in categories that according to the paragraph (5.1) should be awarded through competition may be exceptionally sole sourced in one of the situations below:

A. In case of urgency, for activities not included in the original Institutional Programme and Budget for which a rapid selection is essential;

B. For services directly related to and deriving from a previous contract with the same service provider that put the provider in a de facto monopoly position. A limit of two directly awarded contracts per consultant per year shall hereby apply;

C. Where there is only one consultant with appropriate qualifications available for the assignment (evidence to this effect should be submitted as part of the supporting document for the contract);

D. Where following a competitive procedure no consultant/service provider could be selected.

The request for direct award of such contracts shall be duly justified by the project manager/head of team and approved by either the Secretary-General or Director of Corporate Service in advance and according to SA-PR-01 Document Control Procedure. All such contracts will be made public on the Institute's website.

5.2 Services relating to individual consultants

An individual consultant is normally procured to provide non-staff tasks. The tasks assigned to the consultant should be clear and have quantifiable deliverables which should be listed in the terms of reference accompanying the contract. An individual consultant is intended solely to deliver time and deliverable bound services, subject to availability of funds.

Individual consultants are expected to serve in their independent, individual capacity and not as representatives of government or any other organization/Institution including International IDEA. Consultants are neither Staff Members nor officials of International IDEA.

During the period a consultant is engaged with International IDEA, the individual consultant is expected to adhere to the organizations standard of independence and impartiality and is expected to exercise discretion in all matters relating to the performance of their functions. While engaged by the organization, the consultant may not engage in any activity that is incompatible with the discharge of their duties.

Unless specifically authorized by the Secretary-General, consultants may not communicate at any time to the media, or any institution, government or external authority, any information that has not been made public and which is known to them as a result of their engagement with the Institute.

Project managers/Head of units, shall ensure that the CV of the consultant, including a summary of activities undertaken and any previous assignment undertaken for the Institute, is included as part of the supporting documentation of the contract.

Any individual consultant, irrespective of amount, with a contract duration exceeding twelve (12) months, shall be reviewed HR and the Director for Corporate Services.

Irrespective of contract duration, any individual consultant with a daily fee exceeding Euro 560 (or monthly fee exceeding Euro 11,200), shall be reviewed by the Director for Corporate services and approved by the Secretary-General.

5.3 Engagement of former Staff Members

Former Staff Members may be engaged as an individual consultant (in their individual capacity or as part of an organization providing services to the Institute) provided there has been a minimum of six (6) months separation with the organization. Former Staff Members may be engaged as individual consultants provided they are not engaged for their former position before separation and they did not separate (upon confirming with HR) from the organization for any of the following reasons:

1. Dismissal for misconduct
2. Non-renewal of contract for unsatisfactory service
3. Termination of contract for unsatisfactory service
4. Resignation in lieu of disciplinary action
5. Abandonment of post

Fees payable to former Staff Members engaged as individual consultants must not be based on the level of remuneration which they held before separation, but rather on the nature and complexity of the assignment to be performed.

5.4 Lease agreements, contracts for utilities

For leases of premises and utilities, irrespective of amount, the service provider shall be selected following evaluation of at least three quotes invited from qualified service providers. The Project Manager is expected to submit documentary evidence of the service providers considered as supporting documentation for the procurement.

Proposed commitments for rental premises, irrespective of amount, must be reviewed by Finance and the Director for Corporate Service and authorized by the respective Management Committee Member.

Where the office lease is financed by donor funds, the duration of the lease agreement should not exceed the duration of the grant/donor agreement.

Where the provider of utilities is the sole supplier (e.g. state agent), the procurement documentation should indicate as such.

5.5 Procurement of supplies/goods

Selection of providers for the procurement of supplies/goods shall be done as per the following rules:

1. Supplies/goods estimated to cost no more than two thousand Euros (EUR 2,000), competition is not required; the assignment may be sole sourced to a supplier at the discretion of the Project Manager provided that the total amount contracted directly with the supplier does not exceed ten thousand Euros (EUR 10,000), in any consecutive twelve (12) calendar months. The Project Manager is expected to submit documentary evidence of the selection process applied as part of the supporting documentation for the procurement;
2. Supplies/goods estimated to cost between two thousand and one Euro (EUR 2,001) and thirty thousand Euros (EUR 30,000), the provider shall be selected following evaluation of at least three (3) quotes invited from qualified providers (restricted competition). The three quotes reviewed should form part of the supporting documents of the contract;
3. Supplies/goods estimated to cost over thirty thousand Euros (EUR 30,000), the

provider shall be selected following an open competitive process.

Contracts for procurement of supplies/goods that according to the paragraph (5.5) should be awarded through competition may be exceptionally sole sourced in one of the situations below:

1. In case of urgency, for activities not included in the original Institutional Programme and Budget for which a rapid selection is essential;
2. For additional deliveries of goods by the original supplier which are intended either as parts replacement for existing goods, services or installations, or as the extension of existing goods, services or installations where a change of supplier would compel procurement of equipment or services not meeting requirements of interchangeability with already existing equipment or services or negate the validity of the performance guarantee;
3. Where the required equipment is proprietary and obtainable from only one source (only one provider in the market for the required equipment);
4. When only one supplier has the exclusive right to manufacture the goods, carry out the works, or perform the services to be procured and no suitable alternative is available;
5. Where following a competitive procedure no supplier could be selected.

The request for direct award of such contracts shall be duly justified by the project manager/head of team and approved by either the Secretary-General or Director of Corporate Service in advance. All such contracts will be made public on the Institute's website. In addition all contracts awarded through an open competitive process shall also be published on the Institute's website.

5.6 Partnerships

The decision on the partner(s) that the Institute intends to cooperate with in implementing its projects is made following consultations and negotiations with potential interested and qualified organizations.

5.7 Meetings, Workshops and Events

For meetings, workshops and events expected to cost more than five thousand euro (EURO 5,000), the service provider shall be selected following evaluation of at least three quotes invited from qualified service providers. The Project Manager is expected to submit documentary evidence of the service providers considered as supporting documentation for the procurement.

Facilitators/rapporteurs and other services for meetings/workshops, where required, should be engaged as per FM-PR-01 (Procurement Procedure – Services, Leases and Consultants)

6. Internal controls

As required in accordance to the Finance Regulations, Finance Rules and best practice,

proposed obligations shall be examined for the following:

When authorizing procurement documents, the project manager/head of unit must ensure that;

1. Funds are available
2. The regulations, rules and procedures of the Institute are being observed;
3. The financial situation of the Institute will not be prejudiced
4. The purpose of the proposed obligation is in the best interest of the Institute
5. Relevant documentation is present and correct
6. Ensure that the contract details are correct

By authorizing a contract, the project manager/head of unit is;

1. Accepting that a budget exists to which the procurement is to be charged
2. Authorizing the procurement to go ahead
3. Accepting expenditure to be charged to the respective project code

By authorizing an invoice, the project manager/head of unit is accepting that;

1. The invoice amount is in line with the contract
2. Expected milestones related to invoicing, for partial payments, is as per signed contract payment schedule and expected deliverables; is of acceptable standards and thus accepted by IDEA
3. All required delivery/outputs have been submitted and accepted by the Institute
4. The service, good or supply is to the quality agreed at contracting

To ensure adequate segregation of duties, no one person should initiate a procurement process and approve the procurement.

The internal control shall be applied as follows:

6.1 Procurement of Services

1. Proposed commitments below or equal to ten thousand Euros (EUR 10,000) shall be reviewed by the responsible Project Managers;
2. Proposed commitments between ten thousand and one Euro (EUR 10,001) and thirty thousand Euros (EUR 30,000) where the selection of the service provider was done through a competitive process shall be reviewed by the Project Manager's/ Head of Unit's Line Manager and by HQ Finance.
3. Proposed commitments above thirty thousand Euros (EUR 30,000), or between ten thousand and one Euro (EUR 10,001) and thirty thousand Euros (EUR 30,000) and sole sourced, or where special restrictions by donors apply, or where the General Conditions of contracts are amended shall be reviewed by the Project Manager's/Head of Unit's Line Manager and by HQ Finance;

4. Proposed commitments where the copyright clauses in the contract are amended shall also be reviewed by Publications.
5. Proposed commitments for all IT equipment and services, shall be reviewed by the IT Manager IT equipment and services includes IT hardware and software, licenses, mobile collaboration / communication devices, IT infrastructure services and IT consultancy services.
6. Proposed commitments for rental of premises and utilities shall be reviewed by Finance at HQ and the Director for Corporate Services.

6.2 Procurement of Supplies/goods

Proposed commitments for supplies/goods shall be reviewed as follows:

1. Proposed commitments below or equal to two thousand Euros (EUR 2,000) shall be reviewed by the responsible Project Managers/Head of Unit;
2. Proposed commitments between two thousand and one Euro (EUR 2,001) and thirty thousand Euros (EUR 30,000), where the selection of the supplier was done through a competitive process, shall be reviewed by the Project Manager's/Head of Unit's Line Manager;
3. Proposed commitments above ten thousand Euros (EUR 10,000), or sole sourced, or where special restrictions by donors apply, or where fixed assets are purchased shall be reviewed by HQ Finance;
4. Proposed commitments for procurement of IT equipment, irrespective of amount, must also be reviewed by the IT Manager;
5. Proposed commitments for procurement of furniture and alike shall be reviewed also by the Facilities Manager at H/Q and finance and administration functions in regional and field offices.

6.3 Partnerships

General Institutional Partnerships i.e. do not entail any transfer of funds should be reviewed by External Relations and Governance Support.

Proposed project commitments for partnerships i.e. entail transfer of funds, shall be reviewed by Finance HQ.

For project specific partnerships that entail a financial obligation with a new partner, in as far as possible, programme and finance will undertake a financial assessment of the partner. As a minimum, the finance health check will include i) an internal review to ensure that the partner, if used by another part of the Institute, has met all the obligations (programmatic and financial) of the previous agreement and ii) a review of the partner's audited financial statements of the previous two years.

Where there are amendments to the copyright clauses in the proposed agreements, they should also be reviewed by Publications.

The Secretary-General's approval is required for all proposed General Institutional partnership agreements and all Project Specific Partnerships with a value greater than Euro 100,000.

6.4 Meetings, Workshops and Events

Proposed commitments for financing the participation to events of third parties or organization workshops, conferences and seminars shall be reviewed as follows:

1. Proposed commitments below or equal to ten thousand Euros (EUR 10,000) shall be reviewed by the responsible Project Managers/Head of Unit;
2. Proposed commitments between ten thousand and one Euro (EUR 10,001) and thirty thousand Euros (EUR 30,000) shall be by the Project Manager's/Head of Unit's Line Manager;
3. Proposed commitments above thirty thousand Euros (EUR 30,000) shall be reviewed by HQ Finance and approved by a member of the Management Committee.

7. Contract types

The types of contract used to formalize commitments depend on the nature of the assignment and on the amount committed. There are several distinct types of contract templates in use, to accommodate various types of assignments.

In the contract templates in use by the Institute the contract language is English. Provisions have been made for the translation of some of the templates in Spanish and in French. All contracts with a value of Ten thousand Euros (EUR 10,000) or more must be in English i.e. translated if this is not the original language of the contract.

In consideration of the fact that many materials developed under the Institute's contracts are eventually published, whether foreseen from the start of the projects or not, special emphasis is put on adequately acquiring the copyright in the work produced. Therefore, comprehensive copyright clauses are included in all contracts primarily to protect the intellectual property of the Institute.

7.1 Procurement of Services

The following contract templates are used to formalize commitments when procuring services:

1. Contributors Agreement (CA) – used to procure intellectual property e.g. commissioning of papers, or other original works;
2. Contract for Provision of Services (CPS) – used in the case of intellectual or technical services not necessarily focused on producing copyrighted material;
3. Framework Contract (FC) – used together with Service Orders for procurement of

- services of a repetitive nature;
4. No templates are provided for lease agreements and contracts for utilities. Standard contract documents used or proposed by the service provider may be used instead provided that their terms and conditions are considered acceptable;
 5. No contracts are required for commitments below two thousand Euros (EUR 2,000) when procuring services of an intellectual or technical nature and the copyright has no relevance. Service orders (SO) should be used for procurement of services below Euro 2,000

7.2 Procurement of Supplies/goods

Commitments for supplies/goods shall be formalized by using the following instruments:

1. Purchase Order (PO) – used to procure supplies/goods where the value is below two thousand Euros (EUR 2,000);
2. No templates are provided for the procurement of supplies/goods over two thousand Euros (Euro 2,000). Standard contract documents used by large suppliers may be used instead provided that their terms and conditions are considered acceptable;
3. If the service provider does not have standard contract documents, the Purchase Order (PO) may be used instead.

7.3 Partnerships

Partnerships can be formalized using one of the following types of agreements:

1. Memorandum of Understanding (MoU) – used to enter into general / institutional partnerships with other like organizations/Institutions where there is no transfer of funds between the partners and no publications are produced;
2. Cooperation Agreement (COOP) – used for project specific partnerships where the Institute finances the activities in whole or in part and the funds are transferred to the partner organization for administration.
3. Cooperation Agreement (COOP) – used for project specific partnerships where all parties involved in the partnership agree to fund separate parts of the project activity. In this situation there is no transfer of funds from IDEA to the partnership organization(s).
4. Cooperation Agreement (COOP) - used with the Publishing Annex (COOP + PBA) where the Institute finances the activities in whole or in part and the funds are transferred to the partner organization for administration, and where publications are part of the activities.

7.4 Meetings, Workshops and Events

For each event, the Request for Proposals (RFP – Hotels and conference facilities) and an Event Participation Form (EPF), to include full list of participants and estimated costs shall be completed.

All external meetings/workshops and events that require the physical presence of 5 or more IDEA Staff Members, irrespective of cost or source of funding of Staff Member's participation should be reviewed and approved by the respective management committee member.

No standard contract templates are provided for meetings, workshops and events. Standard contract documents used or proposed by the service provider may be used instead provided that their terms and conditions are considered acceptable.

If the service provider does not have standard contract documents the Proforma invoices outlining the terms and conditions of the provision of the service can be used instead. IDEA will confirm, in writing (by signing the Proforma invoice) or email, acceptance of the details of the Proforma invoice

8. Competitive process

8.1 Tendering thresholds

Procurement Type	H/Q	Region/Field office	Competition	Approver
Procurement of services	EUR 10,001 – 30,000	EUR 10,001 – 30,000	Restricted – 3 quotes required	Project Manager's Line Manager
Procurement of services	EUR 30,000 +	EUR 30,000 +	Open Competition - Tender	Respective Management Committee Member
Procurement of supplies / goods	EUR 2,001 – 30,000	EUR 2,001 – 30,000	Restricted – 3 quotes required	Project Manager's Line Manager
Procurement of supplies / goods	EUR 30,000 +	EUR 30,000 +	Open competition - Tender	Respective Management Committee Member
Events hotels and venues	EUR 5,000+	EUR 5,000+	At least 3 quotes required	Project Manager's Line Manager between Euro 10,001 and Euro 30,000 and Management committee Member for amounts above EUR 30,000
Lease Agreements	All	All	At least 3 quotes required	<i>Utilities:</i> Project Manager's Line Manager up to EUR 10,000 and Management committee Member for amounts above EUR 10,000

8.2 Tendering Opening Committee

1. A Standing Tender Opening Committee will be nominated each year through a formal Decision. Six members will be nominated and three will be required to attend each tender opening session. The members present at a Tender Opening cannot be part of the Tender Evaluation Committee for the tender in question.

8.3 Composition of Review Team

1. The project manager shall constitute a team to review contracts requiring competition (restricted competition or open competition);
2. For contracts requiring restricted competition the team shall comprise of at least 3 people, one of who must be from finance;
3. For contracts requiring open competition, a tender evaluation committee shall be established and shall comprise of at least five (5) people, one of who must be the respective Management Committee Member or her (his) designate and one must be from finance;
4. For meetings, workshops, events and lease agreements estimated to cost EUR 10,000 or less, the project manager/Unit head shall constitute a team of at least two (2) people, one of who must be from finance;
5. For meetings, workshops, events, and lease agreements estimated to cost over EUR 10,000, the project manager/Unit head shall constitute a team of at least three (3) people, one of who must be the respective Management Committee Member or her (his) designate and one must be from HQ finance.

8.4 Review team code of conduct

1. All members of the review team must declare themselves free from any actual or potential conflict of interest;
2. All members of the review team must maintain confidentiality and ensure that offer documents are kept secure at all times;
3. The Project manager/Head of unit should ensure that each member of the review team has a copy of each offer, and has the opportunity to examine them and take appropriate assessment notes prior to discussion and agreement in Panel;
4. Before members of the review panel start to consider the offers they should review the evaluation criteria and methodology, and assure themselves of the points that need to be addressed to satisfy each criterion.

9. Contract modification

Contracts may need to be modified during their duration if the circumstances affecting project implementation have changed since the contract was signed. Contract modifications must be formalised through an addendum to the contract, signed by both parties. However, minor changes like change of address may simply be notified in writing by the contractor. Change of bank details should be formalized through an addendum to the contract.

The following general principles must always be applied in modification of a contract:

1. Contracts may only be modified within the lifetime of the contract; amendments may not be made retroactively;
2. Major changes, such as a fundamental alteration of the Terms of Reference or Description of the Action, may not be made by means of an addendum;
3. Unit prices, particularly fee rates, may not be changed by means of an addendum;
4. Activities already under way may be extended by complementary services not included in the main contract but which, due to unforeseen circumstances, have become necessary to perform the contract, provided that the complementary services are technically and economically inseparable from the main contract without serious inconveniences, and the value of the complementary services does not exceed 20% of the value of the original contract;
5. Activities already under way may be extended by supplementary services consisting of the repetition of similar services entrusted to the contractor under the initial contract, provided that the value and duration of the extension do not exceed 20% of the value and duration of the initial contract;
6. The price of the complementary/supplementary services shall be calculated on the basis of the unit rates provided in the original contract.

10. Procurement Matrix:

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Type of procurement or partnership	Services Contracts where there are modifications to the standard copyright clauses should be approved by the Publications Manager. For all IT equipment purchases, the IT Manager should be consulted.					Supplies or goods			General/Institutional Partnerships
Sub-type	Intellectual property for IDEA copyright	Services of other technical or intellectual nature	Services of a repetitive nature	Lease Agreements		H/Q		Regional and Field offices	very general memoranda – r transfer of fund
Examples	studies, research papers, translation of copyrighted material	interpretation, training, printing	website maintenance, editors with an existing FC	Rental Agreements, Utilities		Office equipment, furniture, small inventory items, consumables		Office equipment, furniture, small inventory items, consumables	Cooperation with fairly general framework of a
Contract type	Contributors Agreement (CA) , for all amounts Annex A, B (ToR), C (Budget) .	Contract for Provision of Services (CPS) Annex A, B (ToR), C (Budget)	Framework Contract (FC) + Service Orders (SO)	No standard Institutional contract. Standard contract documents used by the service provider if acceptable		Purchase Order (PO) , if or under 2,000 EUR, otherwise vendor's own contracts		Purchase Order (PO) , if or under 500 EUR, otherwise vendor's own contracts	Memorandum of Understanding + Publishing Agreement (PBA) – where publication is part of the end product

All Amounts						3 quotes required. All contracts reviewed by finance				
Process for under EUR 2,000									PM expected to provide documentary evidence of the process. Approved by PM	
2,001 – 30,000 EUR									3 quotes needed, 3 reviewers at least one from finance PM's Line Manager approves (HQ Finance review if no completion is done)	
Type of procurement or partnership	Services Contracts where there are modifications to the standard copyright clauses should be approved by the Publications Manager. For all IT equipment purchases, the IT Manager should be consulted.						Supplies or goods			General/Institutional Partnerships
Above 5,000										
Under 2,000 EUR	No contract needed (If not intellectual property, total amount contracted does not exceed EUR 10,000), no competition required, PM reviews and approves.						PM expected to provide documentary evidence of the process. Approved by PM			
2,001 – 10,000 EUR	No competition required, CPS, or CA						3 quotes needed, 3 reviewers at least one from finance PM's Line Manager approves (Finance review if no competition is done)			

10,001 - 30,000 EUR						3 reviewers (at least one from HQ finance and 1 from MRM) (Finance review if no competition is done).			
Type of procurement or partnership	Services Contracts where there are modifications to the standard copyright clauses should be approved by the Publications Manager. For all IT equipment purchases, the IT Manager should be consulted.					Supplies or goods			General/Institutional Partnerships
under 10 000 EUR	No standard contact template provided (if not intellectual property), No competition required, PM reviews, expected to submit documentary evidence of the selection process.				3 reviewers at least one from finance PM's Line Manager approves. Lease agreement under Euro 100,000 signed by DCS				
10 001 - 30 000 EUR	3 quotes, review within Programme, submit three quotes reviewed as supporting documentation (Finance reviews if no competition is done, Publications for copyright changes), PM's Line Manager Approves				3 reviewers (at least one from finance and the 1 from MRM. Lease agreement under EUR 100,000 signed by DCS				
30 001 – 100 000 EUR	Tender, Finance reviews, Director approves								
100 001 EUR and more	Tender, Finance review, SG approves				Lease agreements, review by DCS, SG approves	Tender, Finance review, SG approves		Tender, Finance review, SG approves	



1. Based on the 2014 experience modification on the procurement plan – Section 3

Changes to allow for the situation there is a partnership agreement on a project activity but it does not entail transfer of funds from IDEA to the Partner – 4.2.2 and 7.3