

Agreed by
Director of IHEEP "Region Karpat"
A. Pirchak



Procurement Policy and Procedures

International Fund for Health and Environment
Protection
"Region Karpat" NEEKA

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Section 1 General Provisions

This Procurement Policy (hereafter: «Policy») for projects wholly or partly financed out of Donors, as well as the International Fund for Health and Environment Protection "Region Karpat" (hereinafter: «Fund») establishes:

- principles and practices for procurement;
- procurement procedures and conditions for their application;
- procurement control procedures and the responsibility of the recipients and bidders for violating the established procurement procedures;
- necessary ethics and behavior of all participants in the procurement process.

This Policy applies to procurement under projects wholly or partly financed by Donors, including projects funded at the expense of the Fund.

Procurement is undertaken to provide the necessary support to operations with the required quality and quantity of goods and services at the time and place that they are needed and in the most cost-effective and efficient manner. The Fund undertakes procurement of goods and services based on established principles and procedures.

All processes related to procurement, sourcing and delivery of goods and services must be kept simple, efficient, transparent, fair, credible and consistent with the Policy. In the event of unforeseen circumstances caused by the spread of a pandemic that will affect the procurement, supply and delivery of goods and services, the Fund will make every effort to adhere to this Policy.

For clarification on the application of the Policy, you can consult the Fund office, email: info@neeka.org or zakupka@neeka.org

1.1 The main objectives of the Policy are:

- Formation of cooperation practices based on the principles of integrity, in the conclusion and execution of contracts between the Supplier and the Fund;
- Assistance in meeting the needs for quality consumer goods;
- Establishing common standards and increasing the effectiveness of interaction throughout the supply chain of goods;
- Ensuring transparency of cooperation aimed at protecting the rights of the Parties, absence of fraud, equality and equal opportunities.

1.2 Basic procurement principles

Policy is implemented on the basis of the following principles:

- Best value for money;
- Fairness, integrity and transparency;

- Effective competition; and
- Best interests of the operations to assist refugees and other persons of concern.

1.3 General requirements to the Supplier

- Reliability;
- Stability of deliveries;
- Constant availability of goods in stock;
- Ensuring product quality at all stages of product movement.

Section 2. Organizational structure and responsibilities of the Fund

2.1 In order to secure the procurement procedure, to authorize requisitions, obtain offers/proposals, authorize invoices and make expenditures an appropriate segregation of duties has been drawn up.

2.2 The structure of the tender committee:

Requestor	Makes a requisition for procurement according to the needs
Vendor committee	Identifying potential suppliers; Preparation of the tender documentation: Specification, Invitation to Bid; Publication of an invitation to conduct competitive bidding (on terms of ITB: RFP); Monitoring performance
Open BidComittee	Fixing the consent of an interested party who intends to participate in the tender. Consent is recorded by obtaining consent on the e-mail zakupka@neeka.org or in any other official form (application, letter - appeal - confirmation, questionnaire, etc.) The relevant consent to participate in the tender is fixed in the prescribed manner. Receiving and fixing the date, time, method of receipt (e-mail, by hand in a sealed envelope with a clear identification of the Bidder and data on the tender number); Opening of tender offers received by e-mail zakupka@neeka.org or by mail (UKRPOSHTA,

	<p>NOVA POSTA or other delivery services), by hand;</p> <p>Introducing the received proposals of the Tender Participants (printing and fixing with separate files, which will be an integral part of the tender proposals and relate to the document flow of the tender and the subsequent evaluation through other committees;</p> <p>Verifying that all documents are in accordance with the tender;</p> <p>Verifying the availability of technical and financial parts of the tender, in separately delimited and sent proposals, as a result of which separate files were formed and recorded in the document flow of a particular tender;</p> <p>Fixing the received offers in the form of the established and approved sample for the subsequent transfer for consideration by other commission.</p>
<p>Technical Committee</p>	<p>Receives applications and analyzes proposals to meet the requirements of the specification and type of tender (compliance with RFQ; RFP; ITB);</p> <p>Provides an evaluation in a form of comparative table of compliance with such requirements;</p> <p>Forms the protocol and transmits the information to the Financial Evaluation Commission;</p> <p>Selection of Suppliers According to the Technical and Financial Evaluation of Proposals;</p> <p>Preparation of the protocol: the final resolution on the choice of supplier;</p> <p>Development and maintenance of a supplier database.</p>
<p>Financial Evaluation Commission</p>	<p>Financial Evaluation Commission is preparing an Evaluation of Price Proposals.</p> <p>Forms a protocol.</p>

Contract Committee	<p>Receives and analyzes a package of documents with the resolution.</p> <p>The commission for technical evaluation of commercial proposals analyzes the package of technical documentation, forms the evaluation of technical proposals.</p> <p>Guided by the technical evaluation of documents and the protocol of the Financial Evaluation Commission, announces the winner of the tender.</p> <p>Forms the protocol on selection of the winner of the tender;</p> <p>In case of compliance of the package of documents with the requirements of this Policy, sends the message to the winner of the competitive bidding on the intention to conclude a contract;</p> <p>Forms a protocol;</p> <p>Concludes the relevant agreement;</p> <p>Monitors the implementation of the terms of the concluded agreement.</p>
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2.3 The Fund Manager controls the implementation of the provisions of this Policy by all procurement staff and monitors its compliance, and may delegate, as appropriate, the responsibility for this function to the Fund's employees according to their qualification.

2.4 The Fund Manager guarantees that the efficiency and effectiveness of procurement processes will be determined and implemented in accordance with the Policy in order to meet the Fund's needs and the stakeholder requirements.

2.5 Vendor Committee:

Vendor Committee must:

a) Act as the main coordinator of relations with suppliers and serve as an exclusive channel through which all requests regarding prices, quotations and products are handled, including correspondence with vendors. Only authorized Vendor Committee employees can negotiate with suppliers. Discussion protocols must be recorded. Similarly, only employees of the Fund, formally delegated by the Fund Manager, 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) Ensure that adequate measures have been taken to safeguard vendor confidentiality.
- d) Ensure that all procurement processes are well documented and clearly filed for future reference.
- e) Keep the Fund Manager informed about economic and market conditions.
- f) Ensure that the Fund employees involved in procurement are in compliance with applicable procurement policies and procedures, and strictly adhere to its code of conduct.
- g) Conduct survey with 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.
- h) Conduct "performance monitoring" (as a part of Vendor Management) that means measuring, analyzing and managing a supplier's ability to comply with their contractual obligations.

Monitoring the performance of suppliers entails:

- Supplier appraisal when the incumbent supplier is competing for the renewal of an existing contract, and;
- Management of approved supplier lists which forms an integral part of the contract management function.

Vendor Committee will monitor the suppliers' performance against their contractual obligations periodically for longer-term agreements, or at the completion of the contract for one-time procurement actions. Suppliers should be provided feedback in case of underperformance and an opportunity to amend any shortcomings. As it was suggested by UNHCR, the suppliers' evaluation will be carried out after the contract or periodically (every 6 months).

2.6 It is the Fund employee's responsibility to consult with senior colleagues in case policies and procedures are not clear or in case there are difficulties fulfilling the applicable requirements.

2.7 The Fund Manager will ensure the implementation of monetary limits of the authorization levels given to individual Fund employees. The authorization schedule, which covers expenditures related to the procurement, may not be circumvented in any way. A 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:

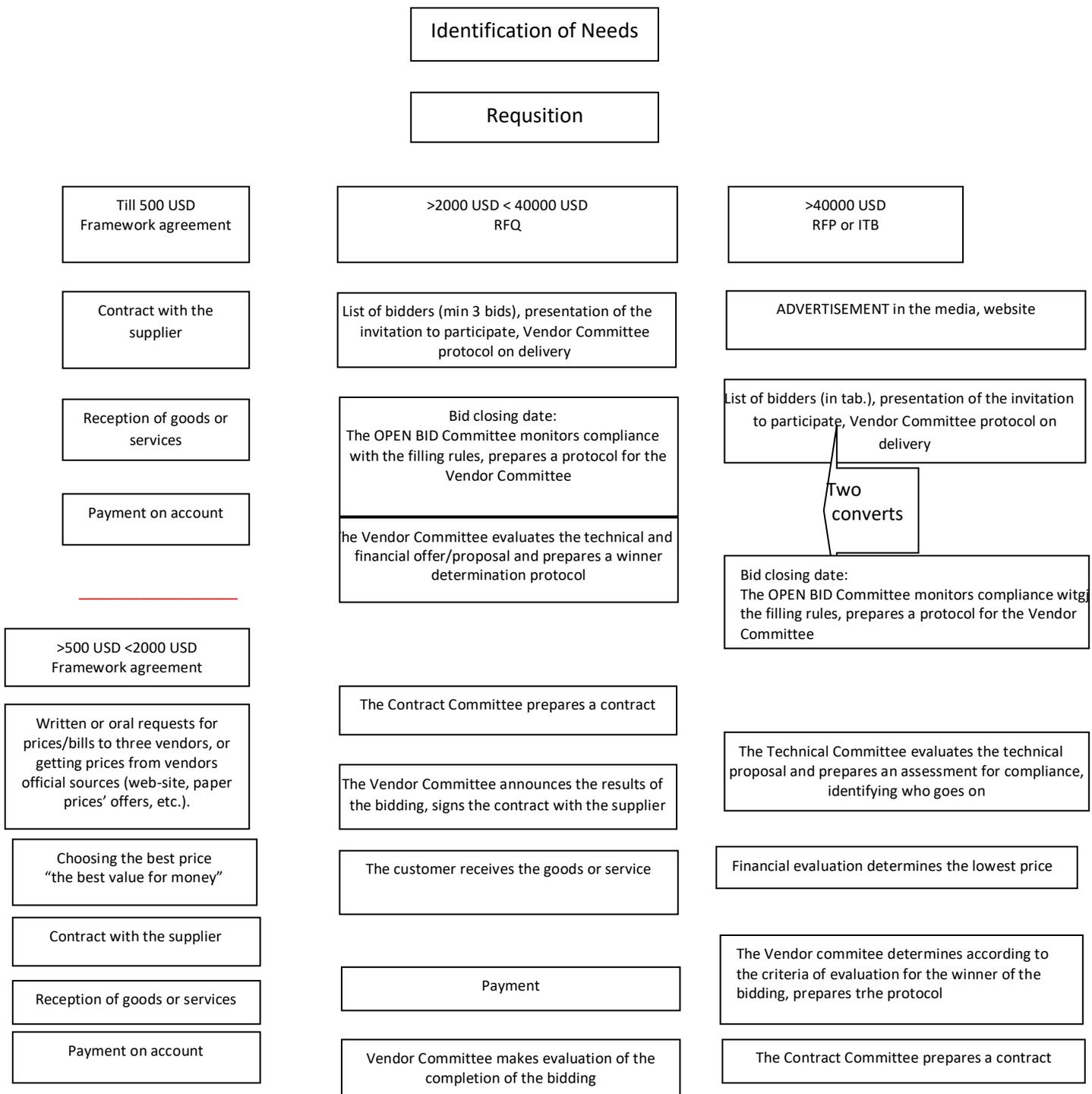
- a) to make purchase commitments;

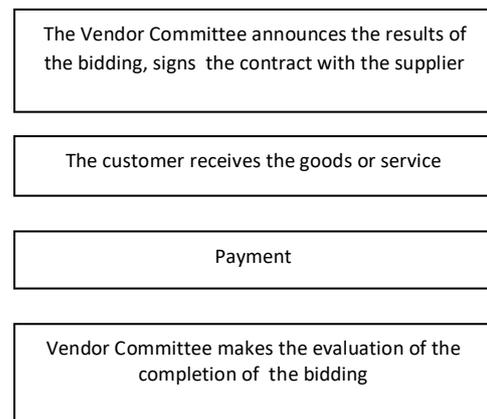
b) to make or approve cash or bank disbursements.

2.8 In order to segregate duties and establish appropriate internal controls, the Fund 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.

The list of authorized persons with the right to authorize documents is an integral part of this Policy and is indicated in Appendix A.

Section 3. Procurement Procedures





3.1 Identification of Needs

3.1.1 All planned procurement, in the form of a detailed procurement plan and budget, must be agreed as part of the work planning process for the next year while identifying, quantifying, specifying and planning for the needs of the beneficiaries.

A detailed procurement plan contains information on the distribution by months of procurement, the number of required purchasing volumes and planned procurement budget. The implementation of the procurement plan is carried out by the Vendor Committee; the project manager controls the implementation and target use of the budget.

3.1.2 If exceptional circumstances prevent planning and early notification of the requirement, all applicable procurement procedures are still required to be followed by the Fund.

If the sudden spread of a pandemic will affect compliance with the procurement plan, all applicable procurement procedures are still required to be followed by the Fund.

3.2. Requisition

3.2.1 A formal written Requisition must be made by an authorized Requestor to the Vendor Committee in order to initiate the procurement process. Requisition is required for all purchases of goods and services, unless otherwise stipulated. Requisitions must be submitted early enough to provide sufficient lead time to meet delivery and distribution schedules.

3.2.2 Before proceeding with any procurement, the Fund's Vendor Committee must review the Requisition and make certain that proper approval has been obtained. Approval is carried out by the authorized person of the financial department and the authorization of the project manager. It is important to note that the Fund's Vendor Committee is not authorized to alter specifications, quantity or other details.

3.2.3 The completed Requisition, along with the subsequent offers or proposals from vendors and evaluation done by the Vendor Committee, serves to support the creation of a Purchase order or Contract and eventual payment to a vendor.

3.2.4 No procurement activity will be undertaken without a fully completed and authorized Requisition. Only after the application approval there is a reason to start the procurement procedure.

3.3. The types of procurement: RFQ, RFP, ITB.

3.3.1 In the Fund, the procurement procedure varies depending on the purchase price.

1) Procurement of below value of USD 500: such procurement does not require a formal competitive bidding process; it is enough to check the application by the authorized person of the financial department and authorize it by the project manager to start the procurement. It is mainly used for single small purchases. After the application is approved, the customer signs a framework agreement with the supplier, receives the goods or service, as evidenced by the signing of the bill of lading or the act of acceptance, and transfers requests for payment to the financial department of the Fund.

2) Procurement of above value of USD 500 and of below value of USD 2,000 does not require a formal competitive bidding process; but it is necessary to get three offers/proposals (bills/invoices) on the Fund's written or oral requests; or such offers/proposals can be taken from official vendors' resources (screenshot from vendor's official website, price lists, etc.). The Fund adheres to the principle "The best value for money" when choosing the best price offer.

3) Procurement of above value of USD 2,000 and under value of USD 40,000 (or equivalent): such procurement requires a tender procedure; a simple request for quotation (RFQ) is sufficient. As many vendors as possible shall be invited to submit their offers in order to obtain no less than 3 valid quotes, unless a lower/lesser competition is duly justified. A minimum floating time (no less than three working days) shall be granted to vendors for submitting their offers. Quotes shall be provided in writing and can be submitted in the form of an e-mail, letter or fax, but they can be opened only after the deadline for submission expires. During the execution of an informal solicitation method, the basic procurement principles shall be observed.

4) Procurement of above value of USD 40,000 (or equivalent): such procurement requires a formal competitive bidding process. In such cases, an invitation to bid (ITB) or a request for proposal (RFP) should be used for procurement.

3.3.2 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).

3.3.3 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.

3.3.4 Before the start of official competitive bidding, the Fund ensures submission of information about the opening of official competitive bids in the mass media by submitting announcements, advertisements and other means.

3.3.5 The tender document in both official and non-official bids must always stipulate that offers or proposals, including pricing, must be submitted in a sealed envelope (or envelopes) identifying the contents.

3.3.6 If the subject of the purchase is several items but from one budget line, then the bid is divided into lots. Moreover, for each lot, individual proposals are submitted and decisions on procurement are taken by the committees separately for each lot, but within the framework of one tendering procedure.

3.3.7 The ITB or RFP must specify the main criteria for the evaluation of proposals.

3.3.8 Selection will be made based on the principle of best value for money. ITB will be evaluated on a pass or fail basis, RFP must be scored when evaluated, with price and technical evaluation scores indicated in percentages. The percentage distribution of the weight of the technical and financial parts is set by the Fund in the invitation to participate in the bidding.

3.3.9 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 four weeks to respond to an ITB or RFP. In well-substantiated cases it will be possible to carry out the tender proceedings in two weeks. In cases of emergency, vendors may be required to respond as quickly as within 24 hours max.

3.3.10 Validity of offers/proposals is 30 days. During this period, the Fund completes the comparison and evaluation of offers/proposals, evaluates samples (if required), clarifies particular aspects of the proposed contract, obtains all necessary approvals, awards the contract and receives back the countersigned contract from the vendor.

3.3.11 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.

3.3.12 Specific Elements to be included in an ITB or RFP for Goods

a.) 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. Templates offer form are an annex to the Policy

b). For the purpose of evaluation and comparison of offers, bidders must be requested to quote on the basis of identical trade terms.

Bidders are required to state the following:

- unit prices;
- total price, including cost for packing and loading;
- price for delivery to the place of destination.

c). If required, the ITB or RFP must request the cost of the following services, to be quoted separately from the cost of the goods:

- Freight and other expenditures related to inland transportation and delivery by the vendor in the country of destination;
- Installation and commissioning;
- Training;
- Maintenance and repair; and
- Detailed operations and maintenance manuals.

Specific Elements to be included in an ITB or RFP for Services

3.3.13 The following elements must be included specifically in an ITB or RFP for services:

- a) A warranty from the vendor;
- b) A detailed description of the services to be provided, including an implementation schedule;
- c) The payment schedule.

3.4 Invitation to Bid and Solicitation Documents Filing

3.4.1 Potential vendors that have not yet been registered must be requested to complete a vendor registration form. The Supplier accepts the terms and conditions of this Policy and Supplier Code of Conduct at the time of registration of the supplier.

Following an evaluation by the Fund's Vendor Committee, the vendor may be added to the active database of registered vendors. A vendor database is maintained and kept up-to-date by the responsible employee of the Fund and will contain for each pre-qualified vendor the following information:

- 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;
- f) Verification that the vendor is not listed on the list of suspended and removed vendors;
- g) Results of previous bidding and comments on past performance

3.4.2 From this database of registered vendors, the Vendor Committee 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.

3.4.3 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.

3.4.4 Solicitation documents are available to anyone interested in bidding. At RFQ - tender documents are handed over personally or by e-mail, at RFP or ITB - by e-mail, postal delivery services to the legal address. The Vendor Committee draws up an appropriate protocol listing the number of suppliers to whom the invitation was presented and by what method. Also, the attachment to the protocol is attached to the confirmation of the service (a signed request by the supplier or an e-mail printout).

3.4.5 Tender documents must be sent simultaneously to all potential bidders to ensure equal treatment in the announced tender.

3.4.6 The recommended minimum number of vendors invited to bid for each tender is outlined in the table below. 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, the reasons for inviting fewer than the recommended number of vendors are documented.

Value of tender (USD or equivalent)	solicitation document required	Recommended minimum number of vendors to be invited
< 500	bill	does not require tender procedure
500 < 2,000	bill, screenshot of actual price from vendor's website,	3 offers, does not require tender procedure

	pricelist	
2,000 < 40,000	RFQ	3 vendors at least
40,000 < 150,000	ITB or RFP	8 vendors
150,000 < 1 million (for a single or aggregate purchases)	ITB or RFP	12 vendors

3.4.7 Any exceptions from formal competitive bidding, such as sourcing from a sole supplier, must be justified in writing by the Fund Manager.

3.4.8 The highest possible number of potential vendors suitable for a specific contract must be invited to bid. To facilitate this, the Fund is required to maintain an up-to-date database of qualified vendors that meet objectively justifiable minimum requirements.

3.4.9 The Requestor may recommend a source, but the selection of vendors to be solicited is a responsibility of the Fund's Vendor Committee. All vendor representatives must be directed to the Fund's Vendor Committee.

3.4.10 The following must be observed when dealing with vendors and their representatives:

- a) Provide equal opportunities to vendors to make prices and quotations, in accordance with specifications;
- b) Keep vendors informed of current and anticipated requirements;
- 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.
- d) No gifts or favours may be exchanged with vendors.

3.4.11 Any potential bidder under an ITB or RFP process requiring additional information must submit a written request for clarification, 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.

3.4.12 If it is 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.

3.4.13 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.

3.4. All solicitation documents provided to suppliers include obligatory conditions.

Solicitation documents include:

1. Invitation to Bid with reference to the instructions to suppliers, the terms of the contract and the order for the supply of products, services or works.
2. Request for Quotation (RFQ), Invitation to Bid (ITB), Request for Proposal (RFP) and Scope of Procurement.
3. Technical specification/Purchase orders for goods, services or works.
4. Financial offer/proposal
5. Information forms - documents defining the order of preparation, the deadline for submission of applications for participation in the tender
6. Description of the terms of the contract, concluded with the winner of the tender, or draft of such contract
7. Approval for the adoption and implementation of the Supplier's Code of Conduct

In addition to the standard package of documents, each participant must submit such documents for participation in the tender:

1. Copies of certificates of state registration.
2. Copies of certificates of taxpayers
3. Copies of licenses and patents - for cases where the scope of trading falls under the definition of licensing activities.
4. Other documents, the list of which varies depending on the tender. These may be different bank statements, economic calculations, etc.

3.4.15 The Fund's Vendor Committee 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.

3.4.16 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.

3.4.17 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.

3.4.18 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.

3.4.19 The Fund’s Vendor Committee must maintain a file for each procurement. A typical “standalone” Procurement File would contain the following, in this order, separated by dividers for easy reference:

- 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) the Fund’s Contract 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) Copy of the disbursement bill of lading and the act of acceptance (for services);
- m) Copy of the vendor invoice;
- n) Payment vouchers/receipts;
- o) Other documents and correspondence related to the tender and the Contract.

3.4.20 The Fund’s Vendor Committee documents any anomalies or deviations from policy or procedures in a purchase with a signed explanatory “note to the file”. All necessary documents are maintained to respond to future questions from reviewers or auditors.

3.5 Receipt of Official and Unofficial Offers

General provisions of the work of the Open Bid Committee:

3.5.1 Letters received at zakupka@neeka.org with the content of price proposals (technical / financial) within the specific type of tender must be labeled with the indication of the tender name and the identifier of the tender number in the subject of the letter, with the text technical or financial finance part of the tender. Each letter sent by the bidder must contain appropriate documents: a letter with the technical part of the tender, must contain the relevant documents of the tender participant; letter with the financial part, must contain the financial proposal of a particular bidder. Emails received at zakupka@neeka.org must remain closed until the end of the time (date) of receipt of quotations. Members of the Open Bid Committee may open letters received by e-mail at zakupka@neeka.org after the expiration of the time/date for submission of price proposals by all interested bidders.

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 Fund on the outside envelope for identification purposes.

3.5.2 Upon receipt, the envelopes, in order to ensure the guarantee of the undisclosed offers, are kept in a locked bid box (the tender number is indicated on the box) and not opened until the bid opening deadline. A separate box is allocated for each individual tender.

E-mail zakupka@neeka.org also stays not opened until the bid opening deadline. The bid opening is conducted by an Open Bid Committee and all bid openers are 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.

3.5.3 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..

3.5.4 The following arrangements will be made for opening offers or proposals:

a) Sealed bidding: offers or proposals will be opened by at least two Fund 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 Open Bid Committee members are allowed to participate in the bid opening.

c) Open Bid Committee members 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, with n seals / stamps, etc., if the bidder acts on their basis.

3.5.5 Bidders are not permitted to alter the offer or proposal (financial or technical) 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.

3.5.6 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 by sending an official letter to the Supplier's address. 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.

Step-wise development of the Open Bid Committee's work

Fixing the consent of the interested party that intends to participate in the tender. Consent is recorded by obtaining consent to the e-mail zakupka@neeka.org or in any other form (application, letter - appeal - confirmation, questionnaire, etc.). The relevant consent to participate in the tender is recorded as follows:

in cases when the consent to participate in the tender is received by e-mail zakupka@neeka.org, the members of the Open Bid Committee print the relevant consent and add to the general list of documents related to a particular type of tender;

in cases when the consent to participate in the tender is received in any other official form (application, letter - appeal - confirmation, questionnaire, etc.), - this consent to participate in the tender is recorded in the journal of acceptance of tender proposals and attached to the general list of documents related to a specific type of tender.

Receiving and recording of date, time, method of receipt (e - mail, by hand in a sealed envelope with a clear identification of the Bidder and data with the tender number.

Opening of tender offers received by e-mail zakupka@neeka.org or by mail (UKRPOSHTA, NOVA POSHTA or other delivery services), by hand;

Introduction of the received proposals of the Tender Participants (printing and fixing with separate files, which will be an integral part of the tender proposals and relate to the document flow of the tender and the subsequent evaluation through other committees;

Verifying that all documents are in accordance with the tender;

Verification of the availability of technical and financial parts of the tender, in separately delimited and sent proposals, as a result of which separate files were formed and recorded in the document flow of a particular tender;

Fixation of the received offers in the form of the established and approved sample of the PROTOCOL for the subsequent transfer for consideration by other commission (Technical committee).

3.6 Review and Evaluation of Offers or Proposals, Ordering and Inspection.

3.6.1 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.

Review and evaluation of proposals is carried out by tender commissions depending on the type of procurement.

For purchases under \$ 500 (or equivalent), bids are recorded, reviewed, and evaluated by the Vendor Committee.

For purchases over \$ 500 and purchases under \$ 2,000 (or equivalent), bids are recorded, reviewed, and evaluated by the Open Bid Committee and the Vendor Committee.

For purchases over \$ 2,000 and under \$ 40,000 (or equivalent) (RFQ), bids are recorded, reviewed, and evaluated in stages by the Open Bid Committee, the Technical Committee, and the Financial Committee and the Contract Committee, respectively.

For purchases over \$ 40,000 (or equivalent) (ITB or RFP), bids are recorded, reviewed, and evaluated in stages by the Open Bid Committee, the Technical Committee, and the Financial Committee and the Contract Committee, respectively.

3.6.2 The Committees will thoroughly review each bidder’s offer/proposal for compliance with the tender requirements.

3.6.3 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:

- 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.

3.6.4 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 Committee 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.

3.6.5 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 Fund's Financial Committee.

3.6.6 The results of the technical evaluation scores will be provided to the Fund's Financial Committee 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 Fund's Vendor Committee will include all supporting documents and a written statement of all relevant factors leading to the final recommendation for the award of the contract.

3.6.7 In the case of an RFQ for single purchases of "off-the-shelf" goods, a detailed technical evaluation report is not required.

3.6.8 The Committee on Contracts will hear recommendations on cases from the Fund's Committees and ensure that the procurement process has been properly conducted in line with the Fund'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. Contract 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 Vendor Committee.

3.6.9 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 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.

3.6.10 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 Fund'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. In the case of all submitted offers from different suppliers are absolutely identical, the Fund has the right to select the tender, the time of submission/acceptance of which was fixed fastest after the tender was announced.

3.6.11 If the award of contract was preceded by negotiation by designated the Fund 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.

3.6.12 Ordering and Inspection

A letter, with the following tendering documents, is submitted to the Contract Committee as the basis for awarding the contract:

- 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).

Purchase Orders or Contracts will be utilized to establish contractual obligations.

3.6.13 The required basic data in a Purchase Order or Contract are:

- 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);
- h) Delivery date (note: never “ASAP”);
- i) Terms and conditions;
- j) Timeframe of the contract;
- k) Liquidated damages or compensation for non-compliance with terms and conditions;
- l) Cash terms (prompt payment discounts);
- m) Item number(s);
- n) Complete description of goods or services;
- o) Quantity, unit of measure, unit price and total for each item;
- p) Total order value;
- q) Requisition reference;
- r) The Fund buyer name/code and phone number;
- s) Authorized signature.

3.6.14 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 Fund’s Vendor Committee may consider the need for inspection services by a neutral inspection company for each contract.

3.6.15 Standard conditions for Purchase Orders or Contracts will be incorporated in all such contracts. Any deviation from these must be approved by the Fund’s Vendor Committee and referenced in the contract.

3.6.16 If a progress payment is requested by the vendor and has been negotiated, this will be specified in the contract.

3.6.17 Change (including cancellation) of an outstanding order or contract must be made in writing to the Fund’s Vendor Committee, 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

3.6.18 Cancellation of the bidding by the customer or recognition of them as failed

a. The customer cancels a bid in case:

- lack of further need for procurement of goods, works and services;
- impossibility to eliminate violations that have arisen due to the revealed violations of this Public Procurement Policy;
- violation of the order of announcement of conducting the procurement procedure, announcement of the intention to conclude an agreement provided by this Policy;

- submission for participation in them less than two tender offers;
- allowance for an evaluation of less than two tender offers;
- rejection of all tenders in accordance with this Policy.

The cancellation of the procurement procedure on such grounds should be clearly specified in the solitacion documentation. Bid can be canceled partially (by lot).

b. The customer has the right to recognize the tender that did not take place in case:

- if the price of the most cost-effective tender exceeds the amount provided by the customer for procurement financing;
- if the purchase became impossible due to force majeure;
- reduction of expenditures for the purchase of goods, works and services.

The customer has the right to recognize the tender that did not take place partially (by lot).

c. Notification of the cancellation or non-recognition of the bid is sent to all participants by e-mail, within one day, from the day the customer makes the corresponding decision.

3.7 Contracting

3.7.1 The Contract for the procurement of goods or services will be awarded to the qualified bidder whose offer/proposal meets the requirements and is evaluated to be the best value for money.

3.7.2 The specifications provided in detail to bidders in the solicitation document will form the basis of the supply Contract.

3.7.3 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. A verbal agreement can be concluded for the purchase of goods/services of low value (below USD 100), and for single purchases that do not exceed USD 300.

3.7.4 The Fund has the responsibility to carefully review purchase Requisitions concerning specifications, allocated budget and delivery time and, when in doubt, make appropriate inquiries.

3.7.5 To conclude contracts the Fund provides the definition of clear terms of reference and active oversight following the award of contract.

3.7.6 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.

3.7.7 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.

3.7.8 Signature of Contracts

Making a decision on the intention to conclude a procurement contract

- a. The decision to conclude a procurement contract or a contract for the provision of services is made at a meeting of the commission for the conclusion of tender contracts, consisting of three persons. The meeting of the commission and the decision taken are recorded in the relevant minutes (protocol).
- b. The decision to conclude a procurement contract is taken by the customer on the day the winner is determined, and within one day after making such a decision, the customer sends a notice of intention to conclude the contract with the winner.

All other participants must receive a message, by e-mail, indicating the name and location of the winner. A participant who is not recognized as the winner of the tender on the results of evaluation and consideration of his proposal may apply by e-mail to the customer requesting to provide information on the bidder's offer, including the indication of its advantages compared with the offer of the participant who sent the request, and the customer is obliged to answer him no later than five days after the receipt of such appeal.

- c. The Customer concludes a procurement contract with the bidder who has been recognized as the winner of the bid within the term of his offer no later than 20 days from the date of the decision to conclude a procurement contract in accordance with the requirements of the tender documentation and the proposal of the winning participant.
- d. In the event of waiver of bidding from the signing of the procurement contract in accordance with the requirements of the tender documentation or the failure to conclude a procurement contract due to the fault of the participant in the period specified by this Policy, the customer rejects the tender offer of such participant and determines the winner among those participants, the term of validity of which has not expired yet.

3.7.9 Basic requirements for the procurement contract

The decision about the conclusion of the contract for the procurement of goods or services is made at a meeting of the Contract Committee, consisting of three

persons. The meeting of the Committee and the decision taken are recorded in the relevant protocol.

- a) The decision to conclude a procurement contract or a contract for the provision of services should be taken at a meeting of the commission for the conclusion of tender contracts, consisting of three persons. The meeting of the commission and the decision taken are recorded in the relevant minutes (protocol).
- b) The procurement contract shall be concluded in accordance with the norms of the Civil Code of Ukraine and the Commercial Code of Ukraine, taking into account the specifications set forth in this Policy.
- c) The participant - the winner of the procurement procedure at the time of conclusion of the Contract shall grant a permission or license to conduct a certain type of economic activity, if obtaining of such a permit or license to conduct such activities is prescribed by law.
- d) It is prohibited to conclude contracts providing for the payment of goods, works and services by the customer before/without procurement procedures, except cases stipulated by this Law.
- e) The terms of the Procurement Contract shall not differ from the content of the tender offer by the results of the tender (including the price per unit of the goods) of the winner of the procurement procedure.

Significant terms of the procurement contract may not be changed after its signing to fulfill the obligations of the parties in full, except for the following cases:

- 1) reduction of purchases, in particular taking into account the actual volume of customer expenses;
- 2) changes in the price per unit of goods not more than 10 percent in the event of fluctuations in the price of such goods on the market, provided that the specified change does not lead to an increase in the amount specified in the contract;
- 3) improvement of the quality of the subject of procurement, provided that such improvement does not lead to an increase in the amount specified in the contract;
- 4) extension of the term of the contract and fulfillment of obligations for the transfer of goods, performance of works, provision of services in the case of documented objective circumstances that caused such extension, including force majeure, delayed financing of the customer's costs, provided that such changes does not lead to an increase in the amount specified in the contract;
- 5) an agreed change in price towards a reduction (without changing the quantity (volume) and quality of goods, works and services);
- 6) price changes due to changes in rates of taxes and fees in proportion to changes in such rates;

e) The term of the procurement contract may be prolonged for a period sufficient for the procurement procedure at the beginning of the next year, to the extent that does not exceed 20 percent of the amount specified in the contract concluded in the previous year, if the expenditures for this purpose have been approved in accordance with the established procedure.

3.7.10 The Contract must be signed by the Fund and the supplier. It is usual practice that the contractor signs the Contract first. The number of signed originals of the Contract is at least two, one for the supplier and one for the Fund.

3.7.11 Modifications to Contracts may only arise when unexpected or emergency situations occur and must be reflected in an amendment of the Contract.

3.7.12. Active oversight or contract management ensures that supplier 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.

3.8 Insurance

3.8.1 Insurance coverage must be considered individually for each contract. For high value contracts or other important contracts, insurance coverage is compulsory.

3.9 Transportation

3.9.1. Transportation must be considered when the contract includes delivery of goods or services at the destination. Once a requisition has been raised, the Fund's Vendor Committee must investigate options for the most acceptable, reliable and economical means of moving the goods or services to the intended destination. If necessary, the insurance of moving goods should be ensured.

3.9.2 The freight forwarder will be instructed to send to the Fund 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).

3.9.3 The Fund employees responsible for the 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.

3.9.4 The Fund's Vendor Committee 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.

3.9.5 If necessary, the Fund's authorized staff visit a supplier to monitor on-going performance of Purchase Orders and service contracts. The evaluation and appraisal of vendor performance must be carried out on a continuous basis. The Fund's Vendor Committee 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.

If it is a one off purchase, evaluation and analysis of vendor's activity is carried out after the delivery of goods/services. In the case of a multiple supplies of goods/services, the assessment and analysis of the Vendor's activities are carried out annually.

In the case of identifying problems with the vendor's performance it must be reported to vendor and provided a period of two weeks to justify the loss of efficiency / performance.

3.9.6 The following procedures must be observed by the Fund's authorized staff 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) Contact the vendor for a realistic delivery date if the delayed goods or services are still needed, and follow-up on prompt expedition;
- c) 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.

3.10 Receipt, Rejection and Claim

3.10.1 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.

3.10.2 For each Purchase Order, the authorized official must sign and date the report, certifying whether the goods or services have been received in full and in good order or otherwise. Upon certification of receipt, the received goods or services must be promptly and accurately recorded in the accounting system.

3.10.3 The original disbursement bill of lading is the basic document to initiate payment to local vendors. International vendors usually have to be paid upon delivery to the forwarder in the exporting country in accordance with Incoterms. A copy of the disbursement bill of lading is required for the Procurement File, for follow-up action and closure.

3.10.4 In case of any problem detected upon delivery (such as loss, damage, wrong quality or quantity), the basic policy is not to accept any non-conforming goods or services and to immediately inform the vendor.

3.10.5 The following actions have to be taken for all non-conforming deliveries having taken place, irrespective of the ownership:

a) Note reason for objection:

- for goods: on the transport document, i.e. the waybill as well as on the Receiving Report;

- for services: on the Handover Report.

b) Inform the vendor immediately.

3.10.6 In addition, for contracts where the vendor has full responsibility until delivery is accepted by the consignee, one of the following options should be concluded:

a) Reject delivery or part of it;

b) Request replacement, re-performance or repair free of charge;

c) Only after approval, contract again with the second-in-line vendor/the second best bidder of the bidding process and collect excess costs from the defaulting vendor;

In case of absence of the second best bidder, a re-tendering is conducted.

d) Terminate the contract.

3.10.7 For contracts on basis of other terms, provided they are covered by insurance:

a) If a carrier is suspected to be at fault, send a protest letter to the last carrier; a copy of this letter is imperative for a later insurance claim);

b) If the expected loss/damage exceeds USD 1,000, obtain a Short Landing Certificate and/or arrange for an independent survey report (required for a subsequent insurance claim).

c) Initiate claims action (carrier, vendor, insurance).

3.10.8 Only in exceptional cases, the following options may be considered:

a) Allow contract performance after obtaining adequate consideration and approval from the Requestor; or

b) Agree to an equitable adjustment and issue a Change Order.

3.10.9 Termination of a contract is done in an amicable manner to the extent possible, and care must be taken towards maintaining a satisfactory professional relationship between the vendor and the Fund during and after the termination.

3.11 Payment

3.11.1 The Fund's Vendor Committee must inform vendors about non-profit and tax exemption status. NEEKA will maximize the use of any tax exemptions available under its charitable status. In situations where Goods and/or Services bought by NEEKA may be subject to customs duty or taxation, NEEKA shall indicate to the competent authorities that the Goods and/or Services are bought with UNHCR funds and pursue the tax exemption and recovery. NEEKA shall consult with UNHCR on whether and how these payments may be exempted under the applicable international and national legal instruments.

3.11.2 Payment will be made upon satisfactory completion and acceptance of work. Advance payments are, in principle, not allowed. However, they may be considered by the Fund for specific situations, in accordance with established criteria.

3.11.3 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.

3.11.4 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.

3.11.5 Progress payments will not be applied for shorter term contracts which involve the discrete delivery of goods or services.

3.11.6 In order to process payment to a vendor for goods, the Fund's Finance Department must ensure compliance and make payments in line with the payment terms and availability of an original invoice and the original receiving report.

3.11.7 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.

3.11.8 Invoices from vendors will be examined by the Fund's Finance Department. Such examination will include verification of:

- a) Unit and total prices;
- b) Quantities specified in the contract;
- c) A signed disbursement bill of lading and the act of acceptance;
- d) Other obligations specified in the contract (e.g. installation, training, etc.).

3.11.9 Examination and verification of invoices will be performed expeditiously in order to assure timely payment within the timeframe agreed. This verification will confirm that the goods or services invoiced have been authorized as actually received in conformity with the contract. Any deficiencies or discrepancies will be

referred to the Fund's Vendor Committee. If progress payment was agreed upon in the contract, progress has to be certified by the Requestor of the goods or services.

3.11.10 Several payment options exist depending upon the agreement reached between the Fund and vendors. Whatever the payment conditions, they must always be clearly detailed in the contract. The principal options are:

- a) Bank transfer directly from the Fund's account.
- b) In extraordinary situations for single purchases that do not exceed USD 50 in cash.

3.12 Emergency Situations and Exceptions

3.12.1 In case of an exceptional operational situation, the Fund Manager shall convene a general meeting of all participants in the procurement process to discuss the possibility of conducting/eliminating the exclusion from the requirement to conduct official competitive bidding. Such request for a waiver must be made in writing, must provide a valid justification and must be approved by the donor or the donor's Committee on Contracts.

3.12.2 If an Emergency Situation is invoked by the Fund Manager, this must be confirmed in writing, and all participants in the procurement process must be immediately notified about the provided explanation.

3.12.3 Exceptions regarding the process of formal competitive bidding should be minimal and allowed only when:

- a) Prices or rates are fixed pursuant to national legislation or by regulatory bodies;
- 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;
- c) Offers for identical products or services have been obtained competitively within a reasonable prior period, and prices and conditions remain competitive;
- 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;
- e) The procurement contract relates to services that cannot be evaluated objectively;
- 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.

Section 4. Procurement Conduct and Ethics

4.1. Ethical Business Conduct

4.1.1. Engaging vendors for the procurement of goods and services is an activity that is potentially vulnerable to fraud and/or corruption. As such, the Fund must ensure that reasonable measures are in place to prevent, investigate and, if needed, discipline fraudulent action.

4.1.2 All Fund employees with designated procurement authority must understand and observe this Standard Code of Conduct.

4.1.3 Procurement by the Fund 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.

4.2 Conflict of Interest

4.2.1. Fund employees must avoid conflicts of interest, in particular:

- a) Fund employee conduct may not foster any suspicion of conflict between professional duty and personal interest.
- b) Nobody will solicit or accept, directly or indirectly, any gift, favour, entertainment, loan or anything of monetary value from vendors or potential vendors.
- 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 Fund employee or by a relative of a Fund employee.
- d) Vendors will not participate in developing or drafting specifications for goods or services for which they subsequently submit an offer/proposal.

4.3 Supplier Code of Conduct

4.3.1 UN Supplier Code of Conduct sets out the requirements of the Fund, which are expected to be met by all suppliers registered in the Fund or having business relations with them. The principles set out in the Code should be applied by suppliers and their employees, by their parent and subsidiary companies, or by affiliates and subcontractors. Suppliers must ensure that their employees, parent and subsidiary companies and affiliates, as well as all subcontractors are aware

about the content of the Code of Conduct, and that this will be done in the most accessible form for everyone.

UN Supplier Code of Conduct is an annex to this Policy.

4.4. Prevention of Sexual Exploitation and Abuse Policy

4.4.1 All participants in the procurement process (hereinafter - the parties) recognize and agree that neither the Fund nor any staff of the parties should tolerate sexual exploitation and sexual abuse, as well as human rights violations. For the purposes of applying the provisions of this Policy, the definitions set out in the United Nations Protocol on Allegations of Sexual Exploitation and Sexual Abuse (SEA) when working with implementing partners (№ 0742) shall apply.

4.4.2 The Parties recognize and agree that, in accordance with the UN Policy, which states that sexual exploitation and abuse by UN personnel (including partners) is prohibited, and that any violation of this nature will be prosecuted.

4.4.3 In this regard, the Parties must be absolutely intolerant of any manifestations of sexual exploitation and sexual abuse.

4.4.4 Any conduct related to sexual exploitation or abuse is considered a violation of zero tolerance policy to any manifestations of sexual exploitation and sexual abuse and shall constitute grounds for termination of the contract with the supplier.

4.4.5 According to the Secretary-General's Bulletin on "Special measures for protection from sexual exploitation and sexual abuse" (ST/SGB/2003/13):

Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual abuse also includes contactless and sexual exploitation and abuse on the Internet.

A. DEFINITIONS

Advance payment: Payment made before goods or services are delivered. Advance payments may only be made in exceptional circumstances.

Procurement contract - an agreement concluded between the customer and the participant on the results of the procurement procedure and provides for the provision of services, performance of works or acquiring of property rights to the goods.

Purchase Order: Legally binding document which serves as an agreement for the procurement of goods or services.

Request for Proposal (RFP): Solicitation document designed to obtain proposals for goods and services to satisfy a requirement that cannot be described in a

quantitative or qualitative manner. An RFP leads to the selection of the proposal that offers the best value in accordance with the pre-defined evaluation criteria. Where appropriate, the RFP will indicate that negotiation may be undertaken in respect of the preferred proposal.

Request for Quotation (RFQ): Solicitation document designed to obtain proposals for goods and services that describes the requirements both quantitatively and qualitatively. An RFQ requests prices and commercial terms from vendors, for goods and/or services that meet neutral specifications and are usually readily available on the market.

Invitation to Bid (ITB): Solicitation document for procurement of goods or services with standard and firm specifications, in which the requirements for formal competitive bidding are specified.

Requestor: Person or unit within the Fund organization with authority over a budget, submitting a request for the procurement of goods or services..

Requisition: Standardized form containing detailed specifications, which is completed by the Requestor and duly authorized, in order to initiate the procurement process by the Fund's Vendor Committee.

Enforcement of the procurement contract - provision of performance of the obligations of the participant to the customer under the procurement contract.

Provision of a tender offer - provision of performance of the obligations of the participant to the customer arising from the submission of the tender offer in the form of such security as the guarantee.

Lot (part of the subject of purchase) - determined by the customer (in terms of volume, nomenclature or place of delivery of the goods (performance of works, provision of services) the part of goods, works or services, for which, within the framework of a single procurement procedure, participants are allowed to submit tender offers/proposals.

Local procurement: Procurement of goods or services from within the country of operation where the supply requirement is located.

Emergency: Unexpected situation that is so compelling that, if not addressed immediately, it would endanger life, property or adversely affect essential operations. The emergency situation is such that it precludes requisitioning through normal supply channels, use of normal contracting methods and obtaining advanced approvals normally required to respond to the situation. Examples include a sudden unexpected influx of refugees, or a fire or flood in a refugee camp. However, an urgent need due to delay by those responsible or failure to plan adequately does not qualify as an emergency.

Formal bidding process: The Invitation to Bid (ITB) and Request for Proposal (RFP) are formal bidding processes with defined requirements and clear parameters for contract award. They must be used for tenders of USD 5,000 or more. (In contrast: the request for quotation (RFQ) is not a formal bidding process,

but rather a tender process which can be used for lower value procurement where the requirement is clear and specific.)

The winner of the procurement procedure - a participant, whose tender offer is considered to be the best and accepted as a result of the evaluation.

Vendor (or supplier): Provider of goods or services.

Pre-Qualification for Procurement (PQP): Status assessed by UNHCR to determine that a Fund's procurement policies and procedures are compliant with those of UNHCR.

The subject of procurement - goods, works or services procured by the customer within the framework of a single procurement procedure for which participants are allowed to submit bids.

Procurement process: Process which includes specification of requirements, sourcing, evaluation of offers/proposals, contract award, inspection, delivery, installation and commissioning resulting with the provision of goods and/or services.

Procurement File: A typical "stand-alone" file which contains all relevant documents for each procurement.

Framework Agreement: Agreement between supplier and the Fund which sets out terms and conditions under which specific purchases (or 'call-offs') can be made throughout the term of the agreement. Under this type of agreement, the supplier is obliged to provide when requested, but the Requestor is not obliged to request.

The term of the tender offer - the time period established by the customer in the tender documentation, after which the tender offer is no longer valid.

Tender (bidding) - competitive selection of participants in order to determine the winner of the bid in accordance with the procedures established by this Policy.

Solitation documentation - a set of documents, which contains the terms of the tender and the future contract.

Tender offer/proposal - a proposal on the subject of procurement or its part (lot), which a participant submits to the customer in accordance with the requirements of tender documentation.

The Tender Committee - a group of customer specialists designated with delegated responsibility for procurement procedures in accordance with the provisions of this Policy.

Participant in the procurement procedure (bidder) - an individual, including an entrepreneur, a legal entity (resident or non-resident), who submitted a tender offer/proposal.

The Fund's Committee on Contracts: Organizational body within the Fund organization for the approval of contracts for goods and services, above a

prescribed threshold value. The Committee ensures that the acquisition process followed by the Requestor and the Fund's Vendor Committee has been in compliance with policy and procedures.

The Fund's Finance Department: Organizational unit (or perhaps one individual for a small organization) within the Fund organization designated with delegated responsibility for financial management.

Pandemic - an outbreak of a disease that occurs over a wide geographic area and typically affects a significant proportion of the population, and as a result has a negative influence on all processes in the country on the local and regional levels.

ANNEXES:

1. Fund Procurement Self-Assessment Checklist
2. UN Supplier Code of Conduct