



# Policy and Procedure on Procurement of Goods and Services

October 2015: Version 1.2



IUCN  
Rue Mauverney 28  
1196 Gland, Switzerland  
Tel: +41 22 999 0001  
Fax: +41 22 999 0020  
<http://www.iucn.org>

## Policy Version Control and Document History:

### Policy and Procedure on Procurement of Goods and Services

Title	Policy and Procedure on Procurement of Goods and Services
Source language	English
Published in French under the title	
Published in Spanish under the title	
Responsible Unit	Finance
Developed by	The Global Finance Group
Date approved	11 September 2015
Approved by	Director General
Applicable to	All IUCN Offices and Staff Members world-wide
Purpose	To ensure that IUCN obtains value for money in all its procurement activities and that procurement is conducted in an efficient and cost effective manner that respects sustainability, the environment and ethical principles.
Is part of	IUCN Operational Policy Framework
Related Documents	IUCN Delegation of Authority IUCN Code of Conduct and Professional Ethics for the Secretariat IUCN Anti-fraud policy Procedures for Requesting and Using Legal Advice and Support
Distribution	All IUCN staff

### Document History

Unnumbered	Released July 2002
Version 1.0	Released 2 July 2012
Version 1.1	Released 18 November 2013
Version 1.2	Released October 2015

For further information contact:  
Global Finance Unit, Gland

## Contents

1. Introduction .....	5
1.1. Purpose .....	5
1.2. Responsibility for policy.....	5
2. Glossary of Terms.....	5
3. Applicability .....	5
4. Guiding principles.....	6
5. Environmental accountability .....	7
6. Conflicts of interest .....	7
7. Procurement methods.....	8
8. Authority to carry out procurement.....	8
8.1. Authorised Persons .....	8
8.2. Approving Officer: Authority to make a financial commitment .....	9
8.3. Purchaser: Authority to conduct the procurement process .....	9
8.4. Authorisation Documents .....	9
9. Process for the Procurement of Goods and Services for values of CHF 100,000 or higher .....	10
9.1. Identifying a need .....	10
9.2. Obtaining approval .....	10
9.3. Selecting a supplier .....	11
9.3.1. Optional pre-selection stage.....	12
9.3.2. Request for Proposals (RFP): .....	13
9.3.3. Amending the RFP .....	15
9.3.4. Contacts with suppliers.....	15
9.3.5. Opening bids or proposals.....	15
9.3.6. Evaluation of bids or proposals .....	15
9.4. Awarding a contract .....	17
9.4.1. Due Diligence and Recommendation of Award.....	17
9.4.2. Procurement Panel.....	17
9.4.3. The Purchase Order (PO) or Contract.....	18
9.4.4. Communicating the decision .....	18
9.5. Receiving the Goods and Services .....	18
9.6. Disbursement authorization .....	19
9.7. Complaints .....	19
10. Process for the Procurement of Goods and Services for values of CHF 25,000 to CHF 99,999 ....	19
11. Process for the Procurement of Goods and Services for values under CHF 25,000 .....	19
12. Procurement of Services from individual consultants .....	20
12.1. Definition .....	20
12.2. Identifying a Need .....	20
12.2.1. Employee versus Consultant.....	21
12.3. The Consultancy Request.....	21
12.4. Procuring Consultancy Services .....	22
12.4.1. Consultancy services estimated costs below CHF 25,000 .....	22
12.4.2. Consultancy services estimated costs between CHF 25,000 and 99,999 .....	22
12.4.3. Consultancy services estimated costs of CHF 100,000 or above.....	22
12.5. Proposal Process .....	22
12.5.1. Contacts with consultants.....	22
12.5.2. Confidentiality .....	23
12.5.3. Irregularities .....	23
12.6. Selecting a Consultant .....	23
12.7. Contracting a Consultant.....	24
12.7.1. Sign-off Form for Contracts .....	24

12.7.2. Contract .....	24
12.7.3. Regrets Notification .....	24
12.8. Managing the Assignment.....	25
12.9. Reviewing, Accepting the Deliverables and Evaluating a Consultant.....	25
13. Exceptions from Formal Competition.....	25
14. Purchases of regular Consumables and Supplies.....	26
15. Documentation and records.....	26
ANNEXES.....	27

## 1. Introduction

### 1.1. Purpose

The purpose of this Policy and Procedure on Procurement of Goods and Services (hereafter “Policy”) is to establish a standard professional procurement policy and elaborate standard procedures to ensure that IUCN obtains value for money in all its procurement activities and that procurement is conducted in an efficient and cost effective manner that respects sustainability, the environment and ethical principles.

### 1.2. Responsibility for policy

Unless otherwise directed by the Director General, the Chief Financial Officer is responsible for procurement standards and procedures, and for overall oversight of the conduct of procurement activities. The Procurement Officer, HQ, reporting directly to the Chief Financial Officer, shall have the mandate to make detailed enquiries about any procurement activities carried out on behalf of IUCN in order to ascertain compliance with this Policy.

## 2. Glossary of Terms

### Approving Officer

Person with the required authority per the DoA policy to commit IUCN.

### Purchaser

A person who has been assigned responsibility to undertake procurement by a person having authority to undertake procurement.

### Finance Officer

Person with authority to validate that funds are available and to assess the appropriateness of the financial clauses of a contract.

### Reserved funds

Funds that have been allocated for a specific purpose but not yet legally committed.

### Commitment

A commitment is the obligation to make good on an agreement with a 3rd party at some point. IUCN is deemed to have entered into a commitment when it has agreed with a supplier to receive delivery of Goods or Services in return for payment.

### Sign-Off Form for Contracts

A form developed jointly by the Office of the Legal Advisor and Global Finance Unit to capture the entire process from need identification to contract signature and record all relevant required sign-offs and approvals in one place.

## 3. Applicability

This Policy applies to all transactions for the purchase of goods, works and services.

Goods and works include materials, supplies and the construction of physical infrastructure (hereafter referred together as “Goods”).

Services include those provided by consulting firms or individual consultants (including commission members) educational and research institutions, service companies, and government and non-government organizations (hereafter referred to as "Services").

The Policy applies to the procurement of services provided by implementing partners (grant recipients), unless the partner is providing services under a joint venture and the partner has been named in a donor agreement. (See Section 13: Exceptions to calling for bids or proposals.)

The Policy also applies to the selection of individual consultants. Individual consultants are employed on assignments for which a team of experts is not required, and where the experience and qualifications of the individual are the paramount requirement. In such cases only the experience, qualifications, availability and fees of the individuals are used in the selection process. Individual consultant contracts would not normally be for amounts over CHF 100,000.

Where a purchase is funded by restricted funding and the donor prescribes procurement rules and procedures, the IUCN policy shall be followed in all cases and any additional donor requirements shall also be followed in cases where donor requirements are more stringent than those of IUCN. For instance, where the donor rules prescribe a lower threshold for competitive bidding, a larger number of proposals required than this policy, or specific publication or reporting requirements, then those donor rules shall also apply. In case of a conflict, guidance should be sought from the Procurement Officer.

The Policy applies to all persons involved in procurement activities on behalf of IUCN<sup>1</sup>, regardless of location or contractual terms, including IUCN staff, interns, junior professionals, commission members, consultants, and individuals seconded by other organizations to the Secretariat (summarily referred to as "staff" for the purposes of this policy).

Procedures for procurement activities carried out by grant recipients using IUCN funds are laid out in Annex 6. Otherwise, the Policy does not apply to procurement activities carried out by sub-contractors in their own name, except to the extent specified in the contract between IUCN and the sub-contractor.

## 4. Guiding principles

All procurement activity must adhere to the following objective:

*To buy the right Goods or Services of the right quality in the proper quantity at the right time from the proper source at the right price.*

And must be guided by the following principles:

- a) Only necessary procurement shall be undertaken;
- b) Goods and Services shall be procured in an economically rational manner;
- c) IUCN shall obtain best value for money, taking into consideration quality, quantity, timing and source;
- d) IUCN purchasing practices shall consider the effective conservation of natural resources and protection of the environment;
- e) Suppliers world-wide shall be eligible to participate in procurement transactions in an open, fair and transparent process;
- f) Procurement activities shall be undertaken in a manner that ensures all potential suppliers have been fairly treated and given an equal opportunity to make a bid.
- g) Procurement activities shall be conducted with integrity and transparency and protect IUCN and its staff from claims of maladministration, and reduce the risk of fraud, corruption, waste or other irregularities.

---

<sup>1</sup> Meaning those activities intended to result in a contractual relationship between IUCN and another party using IUCN Secretariat Funds.

## 5. Environmental accountability

A key component of IUCN's mission is its commitment to help societies conserve the integrity and diversity of nature and to ensure the sustainable use of resources.

The Code of Conduct and Professional Ethics for the Secretariat requires IUCN to:

- Demonstrate the commitment of the organization towards sustainability and environmental excellence in all business activities by identifying and adhering to environmental best practice, and by leading by example;
- Strive to minimize the environmental impact of all aspects of operations through efficient and effective use of resources, and through the sustainable use of renewable resources;
- Ensure that business decisions, particularly those including procurement and transport, reflect the need to minimize the ecological footprint of the organization;
- Work with partners and suppliers whose practices abide by environmentally sound standards and criteria and with those who actively strive towards the adoption of such practices or where IUCN sees an opportunity for change, in line with programmatic engagement and delivery.

Green or environmentally responsible procurement is the selection of Goods and Services that minimize environmental impacts. It means evaluating purchases based on a variety of criteria, ranging from the necessity of the purchase in the first place to the options available for its eventual removal. Environmental considerations must be integrated into all stages of the purchasing or procurement process. However, they must not be taken as the only factors in determining choice of suppliers. Environmental criteria need to be balanced with economic criteria such as cost, quality, fit to requirements, delivery time, and previous experience and reputation of the supplier.

## 6. Conflicts of interest

Suppliers participating in a procurement process shall disclose any conflict of interest<sup>2</sup>. Any supplier found to have a conflict of interest that was not disclosed shall be ineligible for award of a contract. A Supplier with a disclosed conflict of interest may be considered for the award of a contract provided that the conflict of interest will not impact performance and the Supplier is assessed as the most competitive provider of the goods or services. In the event that a Supplier with a conflict of interest is selected, the contract award must be approved by the Procurement Panel (see section 9.4.2).

Suppliers shall offer their goods and services without any consideration for future work, and they must avoid conflicts with other assignments and their own corporate interests. In Particular:

1. Under no circumstances may a staff member call on a relative to provide goods or services in relation to work directly supervised or directly administered by him/her. Relatives are defined as all persons directly related to a staff member by blood, adoption or marriage. Such relatives are: parents, spouse (or common law spouse), children, brother or sister, as well as cousins, in-laws and stepchildren or stepparents.
2. Consultants or other service providers shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant or service provider.
3. Firms that submit more than one bid, either individually or as a joint venture partner in another bid, except for permitted alternative bids, will be disqualified. However, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.
4. A firm or consultant hired to provide services for the design and development of a project shall be disqualified from subsequently providing services for the implementation of the same project. The converse also applies.

Similarly, all IUCN staff involved in the procurement of goods and services must declare any conflicts of interest to other relevant staff, including their line manager, and should not take part in the

---

<sup>2</sup> A situation in which the impartiality of a supplier in providing the goods or services could be called into question.

procurement process if any such conflict exists. In particular, the members of the Evaluation Panel described in section 9.3.6 must complete the Conflict of Interest Disclosure form (Annex 2) before taking part in the evaluation.

## 7. Procurement methods

The method and approval of procurement is dependent on the value of Goods or Services. Table 1 below shows the procurement process to be followed for different levels of expenditure.

**Table 1: Required procurement process for different values<sup>3</sup>**

Value	Process	Media	Approval
≥ CHF 100,000	Formal Request for Proposal to a broad selection of potential suppliers. Optional formal pre-selection process to reduce number of proposals	Must be advertised on IUCN website. Resulting award must also be published on IUCN website	DG /DDG on the basis of Procurement Panel’s recommendation
CHF 25,000 – 99,999	Minimum of 3 proposals from identified suitable suppliers	No advertising required	Regional Director, or Global Director,
CHF 1 – 24,999	Competitive bidding not essential but should be considered where the benefits of competitive tendering in terms of price and quality will outweigh the costs.	No advertising required	Director, or Head of Unit, or Head of Outposted Office

The procurement value shall be determined by considering the total expected contractual value, excluding reimbursement of travel-related expenses of the procurement and should not be based on sub-division of the procurement into lower value amounts. Deliberately dividing a single procurement into smaller amounts so as to circumvent calling for proposals will be considered a breach of this procedure.

## 8. Authority to carry out procurement

### 8.1. Authorised Persons

Persons authorised to conduct procurement including contracting for services, are defined in this policy and in the Delegation of Authority (DoA) policy. Procurement in this context is understood to include, in addition to entering into contracts, the commitment of IUCN to contractual obligations, the amending of contracts, the invitation of proposals or tenders and the negotiation with potential suppliers or purchasers on the basis of detailed specifications.

A commitment is the obligation to make good on an agreement with another party at some point. IUCN is deemed to have entered into a commitment when it has agreed with a supplier to receive delivery of goods or services in return for payment.

Any financial commitment made by authorised persons in their official capacity is made on behalf of IUCN, and there must be a defined line of authority for such action. A clear and complete audit trail<sup>4</sup>

<sup>3</sup> The values stated in table 1 are the maximum values for the different processes. A region may set lower values, which will be influenced by local business practices and office risk management practices.



must be established for all procurement actions taken. Prior to such commitment, individuals with delegated authority are to ensure that:

- All IUCN Financial rules and regulations, procedures and instructions have been complied with.
- The commitment has been approved at the appropriate levels.
- The commitment is in the best interests of IUCN.

It is essential to distinguish between those who have authority to commit funds and/or negotiate and sign contracts and those authorised to conduct the procurement process.

## 8.2. Approving Officer: Authority to make a financial commitment

Authority to make a financial commitment is based on the DoA.

The person who has delegated authority to commit IUCN in the procurement process is referred to as the *Approving Officer* in this document.

Table 1 (extract from the DoA) outlines the financial limits each specified position or category must adhere to for procurement transactions.

**Table 1: Authority levels based on monetary limits (amounts in CHF)**

Action	DG/DDG	D	GM
Procurement and Sales of Goods and Services	≥100,000	<100,000	<25,000

(DG = Director General; DDG = Deputy Director General/Managing Director; D = Regional Directors, Global Directors and Chief Financial Officer; and GM = Directors, Heads of Units and Heads of Outposted Offices)

Staff in the above positions may sub-delegate authority to conduct procurement in line with the DoA.

This delegation of authority to make financial commitments requires all individuals with such authority to exercise their duties and responsibilities with the utmost care, competency, efficiency, fairness and integrity as per the *IUCN Code of Conduct and Professional Ethics*. Individuals are personally accountable for improper use of this authority or for acting without proper authority.

## 8.3. Purchaser: Authority to conduct the procurement process

Staff who have the authority to commit IUCN in the procurement process may be assisted by appropriate staff to carry out procurement activities, but in assigning such tasks and authorities, the assigning staff retain the responsibility for compliance with all rules, regulations, procedures and instructions.

A person who has been assigned responsibility to undertake procurement is referred to as a *Purchaser* in this document.

## 8.4. Authorisation Documents

The following documents are those that are considered to result in a financial commitment within IUCN and therefore require sign-off by individuals with the appropriate level of authority in line with the DoA.

Purchase Requisition<sup>5</sup> (RQ): The RQ is an internal IUCN document. It is raised by the person seeking to buy Goods or Services. It includes a description of the goods or services being ordered, the budget

<sup>4</sup> An **audit trail** is a set of records that provide documentary evidence of the sequence of activities that have resulted in a specific procurement decision.

<sup>5</sup> Offices with ERP: RQs are raised in the Admin Portal

coding, the estimated value or financial limit, and once approved (electronically or in writing) by the appropriate authority acts as an authorisation for the Purchaser to conduct the procurement.

An RQ is required for all procurements over CHF 500. Properly authorised individuals may make purchases within their own budgets up to CHF 500, without completing a RQ.

Purchase Orders<sup>6</sup> (PO): The PO is a formal document, raised by IUCN in response to an offer that IUCN wishes to accept. Once properly authorised the PO is sent to the supplier and results in a contractual obligation on the part of both parties.

Contracts: Purpose-specific contracts are required for the procurement of all consultancy services and certain other services, e.g. contracts for rental of goods, facilities services, construction, and video/DVD production. Depending on the amounts or nature of the relationship they may have to be reviewed and cleared by the Office of the Legal Adviser or by a local legal counsel as per the Legal Procedures. If a contract is required it replaces the requirement for the PO to be sent to the supplier.

For procurement with a value above CHF 500, either a PO or contract must be issued to the supplier.

## **9. Process for the Procurement of Goods and Services for values of CHF 100,000 or higher**

The procurement process consists of the following steps:

- a. Identifying a need
- b. Obtaining approval
- c. Selecting a supplier
- d. Awarding a contract
- e. Receiving the goods or services
- f. Disbursement authorisation

For all procurements of CHF 100,000 or above, advice should be sought from the Procurement Officer, Global Finance Group, who must be notified of the intention to carry out a procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

### **9.1. Identifying a need**

The need for procurement will normally be identified in a unit's workplan or within a grant agreement for project funded work.

Procurement can only go ahead if the item to be procured is in an approved budget and there are sufficient available funds to cover the estimated value of the planned procurement.

### **9.2. Obtaining approval**

#### **The Purchase Requisition (RQ):**

The procurement of supplies and services is initiated by requisitions, referred to herein as Purchase Requisitions (RQ). Any purchase of goods or services exceeding CHF 500 must be initiated by an RQ.

The RQ defines the requirement for procurement and also serves as the authorisation document for the purchase, once properly completed and signed. RQs may be initiated by any individual with knowledge of the procurement requirements and budget limitations, but must be approved by manual signature or electronically (if raised through ERP) by the Project Manager or other officer with responsibility for the relevant budget.

If an RQ is not raised at this stage in ERP, then this step must be carried out through the Sign-Off Form for Contracts. (See Annex 1)

---

<sup>6</sup> Offices with ERP: POs are raised in NAV by the Purchaser

## **Considerations when completing the Purchase Requisition**

### Description

The description must be clear and provide sufficient information for identification of potential suppliers. Brand names should not be used, unless it is for spare parts of an existing item, as this would restrict competition.

### Desired delivery date

As the arrival of many goods and services are essential to the success of operational programmes, it is essential that the individual completing the requisition provide a realistic desired delivery date.

### Price

The price should be the best estimate of the goods or services to be procured.

### Authorisation of the RQ

The signature of the Approving Officer is taken as certification that funds are available and that a need exists for the items or services requested.

It is the responsibility of the Approving Officer to ensure that funds are available within the project or cost centre budget to cover the purchase. For offices using the ERP, the Approving Officer should perform the automated budget check prior to approving the RQ. For offices not using the ERP the signoff of the responsible finance officer, as per the DoA, is necessary as validation that funds are available.

RQs shall not be split into multiple items to decrease the approval authority levels.

Once an RQ has been fully approved the funds are considered to be reserved, i.e. set aside and not available for other purposes.

## **9.3. Selecting a supplier**

Unless exceptional circumstances exist<sup>7</sup>, all purchases equal to or greater than a value of CHF 100,000 must be subject to a competitive bidding exercise through the issuance of a Request for Proposals (RFP).

Following approval of the RQ the Purchaser will advertise the procurement on the IUCN website ([www.iucn.org/involved/procurement/](http://www.iucn.org/involved/procurement/)) and other media deemed relevant (e.g. trade magazines). This advertisement should state the general subject matter of the contract including location and time of delivery as well as estimated contract value. The advertisement should give contact details by which formally to express an interest in receiving the RFP.

It is also permissible to contact known capable suppliers directly to alert them to the procurement opportunity.

The selection of suppliers to contact directly should be made in a way which ensures the integrity of the process and the confidence of all users, suppliers and other interested parties. The selection process should rely primarily on the professional judgement of the Purchaser, but also by researching potential suppliers to ensure that, to the extent possible, suppliers known to provide the required goods or services have an opportunity to compete.

The RFP will be issued to all and only those suppliers who formally respond to the advertisement in the manner described therein.

---

<sup>7</sup> See Section13: Exceptions to calling for bids or proposals

The RFP must be issued to a sufficient number of potential suppliers known to provide the goods or services to ensure that a minimum of three qualifying proposals are received.

**9.3.1. Optional pre-selection stage**

In circumstances where there is a reasonable expectation that a large number of proposals (>10) will be received, a pre-selection stage may be included in the process. Prior to issuing the RFP, suppliers that respond to the advertisement may be sent a Pre-Qualification Questionnaire (PQQ) to evaluate their capacity and capability and thus to reduce the number of RFPs issued to a manageable level.

Where a PQQ is used, only shortlisted suppliers will be sent the full RFP. If the formal pre-selection stage is not used, then the full RFP must be sent to all suppliers who express an interest in receiving it.

The PQQ is intended for the pre-selection of suppliers based on their legal and financial standing, and their technical and professional ability to provide the goods or services. Specific proposals for meeting the requirements should be avoided at this stage.

Evaluation of PQQs must follow the principles of fairness and transparency and the PQQ should therefore give a clear indication how it will be evaluated and the relative weights each of the responses will carry. PQQs must be evaluated by the Evaluation Panel (see section 9.3.6) but, unlike RFPs, do not need to be submitted in sealed envelopes and can be opened by a single individual as and when they arrive.

**Examples of questions for the PQQ**

Some examples of pre-qualification questions include the following (not all examples will be relevant to all procurements):

Legal Status:

- Registration number
- Year of registration
- Country of registration
- Trading name(s) including previous ones
- Registered address
- Holding or parent company
- Sub-contractors intended to be used
- Declaration that company or its director(s) have not been convicted of:
  - Corruption
  - Bribery
  - Fraud
  - Tax evasion
  - Conspiracy to defraud
  - Fraudulent trading
  - Money laundering
  - Criminal offences relating to their business or profession
- Declaration that company is not
  - Bankrupt or under receivership
  - Insolvent
  - Subject to a winding-up order

Financial standing:

- Most recent audited accounts for past 2 years; or:
- Turnover, profit and loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet

Ability to deliver:

- Confirmation of availability / capacity for the required contract period
- Examples of similar work
- Understanding of success factors in previous work
- Professional references
- CVs for key staff
- Quality assurance policy
- Quality certifications achieved (e.g. ISO9000)
- Project management approach
- Customer care approach
- Sustainability policy
- Staff training & development policy
- Equal opportunities policy
- Health & safety policy

### **9.3.2. Request for Proposals (RFP):**

When preparing the RFP, great care must be taken to ensure that the specifications for the goods or services are written in an objective manner so as not to favour a product or service of a particular supplier.

In addition to the specification of the goods or services sought, the RFP must also specify the evaluation criteria that will be applied in selecting the successful proposal. Where applicable, and as much as possible, the relative weights assigned to these criteria should also be specified. As a minimum, it should be indicated for each criterion whether it is considered to be of High, Medium, or Low importance.

In particular, the RFP must clarify where the balance between price and quality scores will be struck.

#### Terms of response:

The RFP shall include the terms for response, to include the method (email, post, facsimile), the cut off time for acceptance and the period of validity of the offer. For procurements of CHF 100,000 or above, the RFP must state that proposals are to be submitted with financial and qualitative responses in separate, sealed envelopes, which shall not be opened until after the deadline for receipt of proposals has passed. Where technically feasible, an alternative method of keeping bid information secret until after the deadline may be used.<sup>8</sup>

## **Considerations when preparing Requests for Proposals**

### **1. Applicable to Goods and Services, excluding consultancy services**

#### Specifications

The specifications of the goods or services to be ordered will be described in as full a detail as possible, mindful of the requirement that they should not favour one supplier over another. The exact quantity of each line item should be specified.

Any special requirements that are an essential part of the procurement shall be included. These may include such things as spare parts, user manuals, packing and marking, foreign language, availability of service support, warranties, requirement for samples, etc.

Where it is not possible to set the exact specifications alternatives may be considered. In such cases the RFP should include the clause "Alternatives to the requested specifications may be considered."

#### Quantities

<sup>8</sup> Examples of such alternatives include tender management software, 'sealed' fax machine, dedicated email inbox.

The quantity required must be stated. Where the exact quantity required is not known in advance, an estimated quantity may be indicated with a provision that IUCN does not guarantee the estimated quantity and reserves the right to increase or decrease the indicated quantity. For services, quantity may be replaced by frequency or other relevant measure.

#### Time and place of delivery

The RFP must provide prospective bidders with specific information on the required place and date of delivery of the goods or service.

### **2. Applicable to consultancy services only**

For consultancy services, the specifications and quantities, referred to in 1. above, are replaced by a Statement of Need and Terms of Reference.

#### Statement of Need

The Statement of Need must summarise the work to be performed, why it is necessary to perform the work and why it is necessary to engage a consultant to fulfil the work requirement.

#### Terms of reference

The terms of reference must be clear and provide sufficient information for identification of potential consultants.

Terms of Reference should include:

- the services to be provided by the consulting firm/organisation, including quality measures;
- the nature of the reports to be furnished and the dates when they must be completed;
- any other special material to be completed.

More detailed terms of reference may be elaborated later and included as part of the final contract.

The rights and obligations of IUCN and the consulting firm/organisation should be clearly stated, particularly in such areas as intellectual property

#### Duration and completion date

As the delivery of consultancy services is essential to successful programme implementation, it is essential that the individual completing the requisition provides a realistic desired timeline and completion date.

### **3. Applicable to all RFPs**

#### Payment terms<sup>9</sup>

The standard payment terms for IUCN are “within 30 days after receipt of goods/services and documents in good order.” Although this is the standard, it is recognised that there will be exceptions. Examples would be substantial discounts for early payment, partial payments for phased deliveries and partial prepayments when the supplier must purchase materials to complete the task, e.g., construction. The standard provisions for payment should be offered, with the provision that alternate payment terms will be considered. The business norms of the country should also be considered when deciding on the payment terms. Advance payments require the approval of the Chief Financial Officer for Headquarters procurement and the Regional Finance Manager for procurement by regional and country offices, unless otherwise delegated in accordance with the DoA in a Sub-delegation of Authority.

---

<sup>9</sup> The procedure for advance payments is applicable to all purchase transactions regardless of value.

### **9.3.3. Amending the RFP**

If it becomes desirable to modify the RFP in any way after it has been circulated to prospective bidders or invitees to submit proposals, an identical written amendment shall be sent to all parties who received the original solicitation.

### **9.3.4. Contacts with suppliers**

During the bidding or proposal process, it is permissible to clarify points in the RFP. However, any responses to questions related to the bid which are not addressed in the RFP must be provided to all suppliers to whom the RFP was addressed.

Absolute impartiality must be shown to all bidders or proposers receiving the RFP. Any additional information concerning any solicitation must be made available to every bidder or proposer.

### **9.3.5. Opening bids or proposals**

All received proposals must remain unopened until after the deadline for receipt of proposals. They must be opened with at least two people present and each page of each proposal initialled. A written record of the opening must be signed and kept.

Proposals received after the announced bid closing time will not be considered. No changes to the substantive content or price of the bid may be made after the bid closing time.

Unsolicited offers, i.e. offers received from suppliers who did not request the RFP and respond in accordance with the formal process, as a general rule will not be considered. However, if an unsolicited offer indicates a significant disparity in prices or suggests that the solicitation process was not adequately handled, the RFP may be reinitiated.

#### Confidentiality

Data submitted in the suppliers' proposal will be treated as confidential information and may not be released outside of IUCN, or to those within IUCN who do not need access to such information for the proper performance of their duties. Hardcopies of proposals must be locked away and electronic copies stored in folder with limited, controlled access.

#### Irregularities

Any unusual or questionable circumstances surrounding the proposal process will be reported to the Regional Director or Chief Financial Officer, as appropriate.

### **9.3.6. Evaluation of bids or proposals**

The quotations, bids or proposals, received from suppliers in response to an RFP shall be evaluated in accordance with the evaluation criteria and weights specified in the RFP. No information other than that submitted by the suppliers and no evaluation criteria other than those previously specified may be used.

The evaluation shall be carried out by an Evaluation Panel of at least three members, who shall be proposed by the Purchaser and approved by the Purchaser's line manager. The Evaluation Panel shall, wherever possible, include at least one person from outside the requisitioning unit, and may include external experts depending on the complexity of the requirements and the risks involved.

Qualitative criteria should be evaluated independently of pricing – either by carrying out the qualitative evaluation first, or by having a second, separate panel for the financial evaluation.

All formal bids and proposals will be tabulated on a Competitive Bid Analysis (CBA) worksheet for ease of comparison, which will be attached to the Sign-off Form for Contracts. Other documents to be kept are listed in Section 15 below. The CBA will list all the evaluation criteria, the relative weights

accorded to each criterion, the scores awarded to each bid or proposal against each criterion, and the resulting total scores for each bid or proposal.

## **Considerations in the evaluation of bids**

### Adherence to Specifications or Terms of Reference

The first consideration is to ensure that the goods or services offered meet IUCN requirements as defined in the RFP.

Only bids or proposals offering items with fundamental characteristics meeting or exceeding those in the solicitation shall be considered as acceptable.

### Capability of supplier

The Purchaser should consider whether or not the supplier has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will ensure good faith performance.

### Financial standing of supplier

If the supplier is known or suspected to be in financial difficulty, the supplier may be required to demonstrate their capability to perform, or to post a performance bond.

### Environmental impact

The environmental impact of the goods or services offered should be evaluated together with the supplier's environmental policy.

### Value for money

Goods and services should be procured at the best value. In the evaluation of bids or proposals, the overall value to IUCN is the criterion for determining the lowest bid or proposal, and the specifications in the invitation or request for proposal should be formulated to permit such an evaluation.

### Delivery Terms

When the delivery date is an important factor in awarding a contract, it should be so stated in the RFP. Offers not meeting a required delivery schedule may be rejected. If all bids or proposals are disqualified under this condition and if re-advertising is not feasible, it may be necessary to accept the best delivery terms.

### Incomplete bids

Offers to provide goods or services that only partially meet requirements will not normally be considered unless the RFP provides for award in such a manner.

### Payment Discounts

Payment discounts should be taken into consideration in evaluating total cost provided that the Finance Officer confirms that the time margin is sufficient to allow normal payment processes to take place.

### Authorised costs exceeded

Whenever the cost of a contemplated purchase exceeds the estimated cost, or some other maximum amount fixed by the Requisitioning Officer, the latter should be informed and further instructions requested. The award should be withheld until a written authorisation amending the requisition has been received.



## Errors and Omissions:

Errors in Price. IUCN is not responsible for errors in price made by a bidder. However, if the Purchaser has reason to believe that the offer of a bidder contains an error in price, he/she should, before completing the evaluation, request the bidder to verify the prices in question. If the bidder replies that the prices are correct as quoted, the evaluation may then be completed without further question. A note of the fact that a query was made, together with the reply, should appear in the file.

Failure of Bidder or Proposer to Furnish Data: Failure to furnish certain data with a bid or proposal, i.e., data which do not affect in any way price, quality, etc., even when required by the solicitation, will not require immediate rejection of the bid unless the bid so states. It is the responsibility of the Purchaser to request the missing data from the bidders. If the request is not fulfilled, the bid may be rejected.

Errors in Affixing Signature: All bids and proposals must be signed, and the typed or printed name of the individual signing should also appear. A doubtful signature, a missing signature or a signature evidently executed by someone other than the typed name, should be questioned. If the bid is not signed and there is no indication that signing was intended, the bid or proposal should be rejected.

Corrections or Alterations: Corrections or alterations in a bid or proposal must be initialled by the individual who signs the bid or proposal. If this stipulation has not been complied with, the bidder or proposer shall be requested to confirm each change in writing. Upon receipt of the confirmation, it shall be attached to and made a part of the offer. No correction or other alteration in the prices or terms of a bid or a proposal shall be permitted after the time of closing.

## **9.4. Awarding a contract**

### **9.4.1. Due Diligence and Recommendation of Award**

Upon completion of the CBA and consideration of all the factors involved, the Purchaser is required to complete the relevant section of the Sign-Off Form for Contracts (see Annex 1) and submit a recommendation to award a contract, but has no authority to make the actual award unless such authority has been properly delegated.

For contracts of CHF 100,000 or above, a financial due diligence assessment must be carried out on the proposed contractor by the relevant Finance Officer (unless the relevant criteria have already been assessed as part of the proposal evaluation or pre-selection process.<sup>10</sup>)

The recommendation must be reviewed and approved, suspended, modified, or disapproved by the Approving Officer.

Clear, concise and comprehensive justification must be provided in support of the decision.

The Approving Officer is, moreover, responsible for checking that the relevant processes and procedures as laid out in this Policy have been followed. For contracts of CHF 100,000 or above, this responsibility lies with the Procurement Panel.

### **9.4.2. Procurement Panel**

Prior to final approval, all contracts of CHF 100,000 or above<sup>11</sup> in value require the review and recommendation by a Procurement Panel to be constituted by the Director General/Deputy Director General.

Membership of the Procurement Panel will in any case be different from that of the proposal evaluation panel.

---

<sup>10</sup> Financial due diligence criteria include checking references and analysing audited accounts to ascertain that the contractor is a going concern.

<sup>11</sup> Regions / offices may constitute their own Local Procurement Panels for values below CHF 100,000 if they wish.

The role of the Procurement Panel is to verify and confirm that due process has been followed and that the “winning” bid was correctly arrived at taking into consideration the process and criteria described in this Policy. The CBA together with all supporting evidence will be presented to the panel by the Purchaser.

If the Procurement Panel agrees to recommend award of the proposed contract, its Chair will sign the Sign-off Form for Contracts and attach the minutes of the relevant panel meeting.

Full Terms of Reference for the Procurement Panel can be found in Annex 3.

### **9.4.3. The Purchase Order (PO) or Contract**

The Purchase Order (PO) is a sequentially numbered document which, when appropriately approved and sent to the supplier, results in a contractual legal obligation. All information relative to the procurement must be included on, or referred and attached to, the PO.

In the case of consultancy services and certain other services, e.g., rental, administrative services (catering, cleaning, and travel), IT services, video/DVD production etc., it is necessary to replace a PO with a written agreement (contract) to ensure that the obligations and rights of both the buyer and the seller are adequately defined.

Contracts for Goods and Services must be signed in accordance with the DoA, and only after obtaining all the required sign-offs on the Sign-Off Form for Contracts.

Any contract that involves expenditure of CHF 100,000 or above (or the equivalent in other currencies) must be submitted to the Office of the Legal Adviser for review and clearance.

### **9.4.4. Communicating the decision**

Prior to making an award, no information with respect to probable acceptance or rejection of any offer may be made available to any person other than an official of IUCN. The reasons for any delay in making the award may be made known upon request, if the furnishing of that information is not prejudicial to the interests of IUCN.

Once the decision to award a contract has been approved by the Director General/Deputy Director General, all suppliers who submitted a Proposal by the stated deadline shall be informed in writing of that decision. The unsuccessful suppliers should be offered an opportunity to receive a de-briefing if desired.

The information supplied to them as part of a de-briefing should be limited to: (1) the name of the successful bidder, (2) the basis of the award with reference to the evaluation criteria stated in the RFP. Great care must be taken not to divulge other bidders' confidential information.

For contracts over CHF 100,000, the award of the contract must be published on the IUCN website.

## **9.5. Receiving the Goods and Services**

For goods the individual conducting the purchasing shall monitor the delivery of the goods, to ensure contract compliance and to protect IUCN's interests. For services this role should be performed by the recipient of the service or the original requestor.

The person receiving goods or certifying services as provided should ensure that:

- a. The goods or services specified in the PO or contract is what is delivered
- b. The delivery is made in the right location and in the time specified
- c. Any defects or misrepresentation are immediately notified to the supplier in writing for correction.

Following confirmation of receipt of the Goods or Services, the invoice can be approved for payment by the Purchaser who was responsible for the procurement process. Approval of the invoice signifies satisfactory receipt of the goods or services.

## **9.6. Disbursement authorization**

Only when the underlying contract, PO or agreement has been properly approved and signed by both parties, and satisfactory evidence is available that the obligation is due (Goods or Services received) shall disbursement of IUCN funds be made.

Subsequent to confirmation that goods or Services were well received and the resolution of any discrepancies with the supplier, the Purchaser will certify the correctness of the information on the supplier's invoice, obtain the necessary disbursement authorization as above and forward the invoice, together with supporting documentation<sup>12</sup>, properly coded, to Finance for payment.

## **9.7. Complaints**

If after award of a contract a bidder wishes to ascertain the grounds on which its bid was not selected it should do so by contacting the purchaser responsible for the procurement process. If the bidder is not satisfied with the answer the bidder may contact the Procurement Officer based in Headquarters who is responsible for the global procurement function.

Any allegation of fraud or corruption made by a bidder should be reported directly to the IUCN Head of Oversight ([antifraudpolicy@iucn.org](mailto:antifraudpolicy@iucn.org)).

## **10. Process for the Procurement of Goods and Services for values of CHF 25,000 to CHF 99,999**

The procurement process for values from CHF 25,000 to CHF 99,999 is similar to that described for values of CHF 100,000 or above, except that:

- There is no requirement to advertise the procurement on the IUCN website. The RFP is sent directly to a number of suppliers selected by the Purchaser. A minimum of 3 proposals received that meet the basic requirements is still mandatory, and the selection of potential suppliers shall be determined in accordance with rational economic criteria, such as the experience of the supplier in providing the required goods or service, the ability of the supplier to provide the goods or services within the required timelines, and the reliability and technical capacity of the supplier.
- There is no need to submit the recommendation to award a contract to the Procurement Panel, unless other arrangements are in place in the region/office (see 9.4.2, footnote 12). The responsibility for verifying that due process has been followed falls to the Approving Officer.
- Only 2 people are required for the evaluation panel.
- Sealed proposals are not required.

## **11. Process for the Procurement of Goods and Services for values under CHF 25,000**

Competitive bidding is not essential but should be considered where the benefits of competitive tendering in terms of price and quality will outweigh the costs.

In order to ensure that IUCN obtains value for money an understanding of the market value of the goods and services to be procured must be obtained. This could be acquired by obtaining quotations, checking price lists, or by comparison with similar purchases.

---

<sup>12</sup> Supporting documentation will differ depending on whether the office is using the ERP or not. For offices using the ERP the RQ and PO are maintained electronically in the system and do not need to be attached to the invoice. For offices not using the ERP the RQ and PO need to be attached.

For procurements under CHF 25,000 only the relevant sections of the Sign-Off Form for Contracts (see Annex 1) need to be completed.

## **12. Procurement of Services from individual consultants**

### **12.1. Definition**

A consultant is defined as an expert or professional in a specific field who has a wide knowledge of the subject matter and who provides advice and specific deliverables to the client on the basis of a defined need.

Consultants are individual experts/specialists in various fields of work who can be asked to complete specific, task-based and time limited assignments. IUCN calls on consultants' services to supplement skills that are not regularly required, available or efficiently sourced from the Secretariat in order to complete specific time limited assignments.

Consultants normally have mandates from others and thus do not have an exclusive dependence on IUCN nor a contractual employment relationship with the organisation.

Conditions of a consultancy contract:

- The services to be performed are in the nature of a set piece of work or a specific assignment to be completed (e.g. preparation of a paper or document).
- The services to be performed are time bound rather than subject to normal working hours or continued periods of service.
- The services to be performed are of such a short duration (for a period of less than 6 months or according to local laws,) so as not to warrant the administrative costs of employing the individual under the Global Human Resources Policy.
- The services of the individual concerned cannot be economically or easily obtained through the employment of a staff member under the IUCN Global Human Resources Policy.
- The services to be performed call for highly specialised knowledge or expertise that is not available within IUCN.

In case of ongoing consultancy services, that is, for consultants that provide cohesive periodic inputs over the lifetime of a project, a contract needs to be prepared for each consultation to avoid long term engagement issues that could be construed as an employment relationship.

Exceptions to the above conditions and the process below require prior approval from the Regional Director (for regional offices) or the Director General (for Headquarters and outposted offices). In all cases, sign-off from the Global Director, Human Resources is required.

The consultancy process follows the following steps:

- a. Identifying a Need
- b. The Consultancy Request (CR)
- c. Procuring Consultancy Services
- d. Proposal Process
- e. Selecting a Consultant
- f. Contracting Consultancy Services
- g. Managing the Assignment
- h. Reviewing, Accepting the Deliverables and Evaluating a Consultant

### **12.2. Identifying a Need**

The need for a consultant must be based on a clearly defined piece of work that contributes to the delivery of planned programme or operational results.

- Is the required expertise available internally, either within the office initiating the work or within any other IUCN office?

- Does the scope of work require a skill set that IUCN lacks or is unavailable at the required time?
- Would it be more appropriate, e.g. more cost effective, to hire a short term employee?
- Would employment of a consultant result in an unacceptable level of risk to IUCN?
- Would employment of the consultant result in a breach of the local labour laws?

### **12.2.1. Employee versus Consultant**

Country laws need to be reviewed for any consulting assignments that have the characteristics of an employee-employer relationship.

Many of the factors that distinguish a consultant from an employee concern the degree of control that an organization exercises over an individual.

Examples of control that indicate employee status include:

- a worker who must comply with another person's instructions about when, where, and how to perform;
- a worker who must work substantially full time for the organization;
- a worker who works on the organization's premises, especially when the work could be performed elsewhere; and
- a worker using continually the organization tools and equipment in order to perform his/her duties.

Other factors indicating employee status include

- supervision by the worker of other workers;
- payment to the worker on a weekly or monthly basis rather than payment for deliverables;
- furnishing by the organization of materials and equipment (e.g. computers); and
- the fact that the worker performs little or no work for other organizations.

In many countries (but not all) consultants are responsible for paying their own taxes and social charges and there is no requirement for IUCN to make such deductions. If a consultant worker has the characteristics of an employee, but IUCN retains the person as a consultant, the authorities may levy fines on IUCN and demand payment of any taxes and charges that would have been deducted had the person been engaged as an employee.

Consequently, engaging an individual inappropriately as a consultant may result in financial risk to IUCN and reputational damage.

Consultant contracts must not be used to replace employment contracts. A consultancy contract should not be given for tasks that would normally be performed by an employee. In countries where IUCN does not have legal status, and is unable to recruit personnel on staff contracts, a person may be engaged under a consultancy contract. In such cases contracts should be for less than one year and there should be breaks between contracts in the event that repeat contracts are given to the same person.

Consultants should, in principle, not have access to work stations within IUCN offices and should not be given business cards and IUCN email accounts. Exceptions to this condition require prior approval from the Regional Head of Human Resources (for regional offices), or Global Director – Human Resources Management Group (for Headquarters).

## **12.3. The Consultancy Request**

Consultancy services are initiated by completing the budget approval section on the Sign-Off Form for Contracts.

The Budget Approval defines the requirement for the consultancy and, once properly completed and signed, serves

### **Considerations when preparing the Consultancy Request**

At this stage of the process, the initiating unit should have a clear idea of the:

- Terms of Reference
- Duration and completion of services
- Estimate of the consultancy services costs

as the authorisation document for the recruitment of a consultant.

The consultancy request is initiated by the Project Manager or Unit Manager wishing to acquire the consultancy services and signed by the Project Manager or other officer with responsibility for the relevant budget, as well as by the relevant Finance Officer (as certification that funds are available and that a need exists for the services requested)<sup>13</sup>.

Once a Consultancy Request has been fully approved the funds are considered set aside and not available for other purposes.

## **12.4. Procuring Consultancy Services**

### **12.4.1. Consultancy services estimated costs below CHF 25,000**

Consultancies of a value of less than CHF 25,000 are not subject to a competitive bidding process (Offices may establish stricter rules as appropriate). The limit of CHF 25,000 is net of reimbursable expenses.

### **12.4.2. Consultancy services estimated costs between CHF 25,000 and 99,999**

For consultancies of a value between CHF 25,000 and 99,999 (Offices may establish stricter rules as appropriate), a minimum of 3 interested parties (known to have the required skills) must be invited to submit proposals in a private bidding exercise.

### **12.4.3. Consultancy services estimated costs of CHF 100,000 or above**

Consultancies of a value of CHF 100,000 or above (Offices may establish stricter rules as appropriate) are subject to a public competitive bidding exercise as described in Section 9 above.

#### **Consideration when procuring Consultancy Services:**

The selection of consultants to receive solicitations should be made in a way which ensures the integrity of the process and the confidence of all interested parties.

The renewal or extension of a contract (with financial value) must be considered as a new Consultancy Service and go through the proper process. A consultancy contract may, however, be extended without calling for proposals provided it meets the conditions for exemption noted in Section 13(g).

Consultants used in similar assignments, and with reference to their past performance, should be considered in determining which consultants should be invited to submit proposals.

## **12.5. Proposal Process**

When preparing the call for proposals great care must be taken to ensure that the specifications for the services are written in an objective manner so as not to favour a particular consultant.

Rates should not appear in the advertisement or ToR as the objective is to obtain the best price, however each office should have a set range of fees for various levels of consultants/experts in order to determine the reasonableness of the quoted fees.

A consultant that has received an unsatisfactory evaluation for similar past assignments will not be considered in the Proposal process and will be automatically rejected.

### **12.5.1. Contacts with consultants**

---

<sup>13</sup> For offices where the ERP is not functional yet, the Consultancy Request will be counter signed by Finance (as validation that funds are available).

Absolute impartiality must be shown to all proposers. Any additional information should be made available to each proposer.

During the proposal process, it is permissible to clarify points of the advertisement and Terms of Reference. However, any responses to questions related to the bid which are not addressed in the advertisement but which are material to the process and may alter bid submission will be provided to all consultants who already expressed interest or received the original solicitation.

### **12.5.2. Confidentiality**

All data submitted by consultants will be treated as confidential information and may not be released outside of IUCN, or to those within IUCN who do not need access to such information for the proper performance of their duties.

### **12.5.3. Irregularities**

Any unusual or questionable circumstances surrounding the proposal process must be reported to the Regional Director or Chief Financial Officer (for HQ), as appropriate.

## **12.6. Selecting a Consultant**

The evaluation of proposals considers a number of variables, including technical competence, compliance with the terms of reference, the price, availability, environmental factors etc.

Contracts shall only be awarded to consultants that can satisfy the technical requirements of the assignment. Cost will be a secondary consideration. The contract would normally be awarded to the consultant that can meet the technical requirement at the lowest cost, with due consideration being given to other factors such as delivery dates, reputation, past experience etc. The rationale for the choice of the consultant should be duly recorded.

### **Considerations when evaluating proposals**

#### Adherence to terms of reference

The first consideration is to ensure that the services offered meet IUCN requirements as defined in the advertisement and Terms of Reference. Only bids or proposals offering services meeting or exceeding the terms of reference shall be considered as acceptable

#### Capability of consultant

The Purchaser (Project Manager / Unit Manager) should consider whether or not the consultant has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will ensure good faith performance.

#### Previous experience

If the consultant has already worked for IUCN, the evaluation of previous assignments shall be considered.

#### Value for money

Consultancy services should be procured at the best price. However, price is only one factor in the evaluation of proposals; the overall value to IUCN is the criterion for determining the best proposal.

#### Availability

Availability of the consultant is an important factor in awarding a contract. Offers not meeting a required timeline may be rejected.

#### Incomplete proposals

Offers to provide services that only partially meet requirements will not normally be considered unless the call for proposals provided for the award to be split.

#### Authorised costs exceeded

Whenever the cost of services exceeds the estimated cost approved in the consultancy request, the award should be withheld until an amended Consultancy Request has been completed.

#### Errors and Omissions

Errors in price: IUCN is not responsible for errors in price made by proposers. However, if the Purchaser has reason to believe that the proposal contains an error in quoted price, s/he should, before completing the evaluation, request the proposer, orally or by email, to verify the prices in question. If the bidder replies that the prices are correct as quoted, the evaluation may then be completed without further question. A note of the fact that a query was made, together with the reply, should appear in the file.

Failure of proposer to furnish data: Failure to furnish certain data with a bid or proposal, e.g. details of previous experience, CV of consultant, even when required by the solicitation, will not require immediate rejection of the bid unless the bid so states. It is the responsibility of the Purchaser to request the missing data from the proposer. If the request is not fulfilled, the proposal may be rejected.

## **12.7. Contracting a Consultant**

### **12.7.1. Sign-off Form for Contracts**

Before awarding the contract the Sign-off Form for Contracts must be completed and signed by all the relevant signatories. (Note: the HR Questionnaire to be completed as part of this may need to be adapted for each country or region to reflect relevant legislation).

### **12.7.2. Contract**

The consultancy contract constitutes the formal contract with the consultant. The purpose of the contract is to ensure that the obligations and rights of both IUCN and the consultant are adequately defined.

Written consultancy contracts are important for the following reasons:

- to represent the legal liability of IUCN vis-à-vis the consultant;
- to avoid misunderstandings regarding the work involved by defining, in specific terms, the scope of work, deliverables, costs, timing, and obligations of the consultant;
- to avoid or limit liability in case of illness, accident or death of a consultant;
- to pre-empt risk of litigation.

All information relative to the assignment must be included in the contract. In most cases the contract is a restatement of the terms and conditions included in the original request for proposal, modified by the cost data and any changes in terms or conditions which were agreed.

OLA should be consulted for advice on the content of contracts, including terms and conditions.

### **12.7.3. Regrets Notification**

As a courtesy to consultants who were unsuccessful, the Purchaser will send a brief communication along the lines of:

*"We regret to inform you that your offer concerning. \_\_\_\_\_ was not selected. Thank you for your efforts on our behalf. Should you require additional information, please contact the undersigned."*



If the contract is over CHF 100,000, the process outlined in Section 9.4.4 above should be followed.

## **12.8. Managing the Assignment**

The responsibility for managing the assignment rests with the unit or project manager who requested the consultancy services. The manager is responsible for:

- Ensuring that the consultant performs his/her work in accordance with terms of the contract.
- Providing necessary guidance and support to the consultant to facilitate his/her work.
- Processing any necessary contract modifications.
- Initiating payments to the consultant in accordance with the agreed payment terms.

## **12.9. Reviewing, Accepting the Deliverables and Evaluating a Consultant**

The responsible manager is responsible for reviewing and accepting (or not, as the case may be) the deliverables detailed in the contract.

Following the completion of the assignment and the delivery of all items specified in the contract, the manager will be asked to evaluate the consultant's performance and complete a Consultancy Evaluation Form (Annex 4) and submit it to Human Resources.

## **13. Exceptions from Formal Competition**

Contracts may be awarded without a formal competitive process when:

- a) The proposed purchase involves commitments of less than CHF 25,000 and the Goods or Services being purchased are in conformity with specifications, delivery requirements and available funding.
- b) The prices or rates are fixed pursuant to national legislation or by regulatory bodies with jurisdiction over the purchasing office and there would be no advantage in selecting one supplier over another.
- c) The work may be of such a specialised nature that there are a limited number of suppliers able to meet the requirements.
- d) The timing of the work is critical and the delay that would result from running a competitive bidding process would result in significant financial loss or a significant increase in risk to IUCN. However, staff shall not unreasonably delay the procurement process in order to avoid necessary steps
- e) The work to be performed is that of a partner to IUCN: Where IUCN forms a joint venture or partnership with another entity or individual and submits a proposal to a donor that clearly identifies the other entity as a partner that will deliver part of the work products and where this is accepted by the donor and such acceptance is noted in the donor contract with IUCN, no tendering of the work to be performed by the partner is required.

A partner is defined as any entity or individual other than the Secretariat. A partner may also be from within IUCN, e.g. an IUCN Member, National Committee, or Commission member.

Where the partnership is between the IUCN Secretariat and a Commission member, and the project is initiated by a Commission member, the Commission member must obtain written support from the Commission Chair for the inclusion of his/her costs in the proposal and to confirm that the work is part of a joint Secretariat / Commission programme .

Except in cases of joint programming IUCN Members and Commission member must compete for work alongside any other interested service provider.

- f) The work to be performed is included in the Terms of Reference (ToR) of an official IUCN position, e.g. Chair of a Commission specialist group. In such cases a consultancy contract may be awarded to the appointed person to allow him/her to fulfil the ToR. The consultancy contract must be approved by the relevant Commission chair or other appropriate senior IUCN official.
- g) The work is a repeat order, not foreseen at the start of the procurement process, and the initial work was put out to tender in the last 12 months. If the supplier agrees to provide the Goods or Services with the same terms and conditions as the original purchase a new tender is not required, provided the value of the order is no more than 50% of the value of the original order, and the first order was satisfactorily delivered. This exception can only be requested for once, following the original procurement.

All exceptions require the approval of the Chief Financial Officer (CFO) for amounts up to CHF 100,000 and the approval of the Procurement Panel for amounts of CHF 100,000 or above. All exceptions from formal competition must be justified and documented using the Exception Request Form (Annex 5).

The granting of an exception from formal competition must not be misunderstood to mean an exception to the other guiding principles stated in Section 4. In particular, care must still be taken, through benchmarking, due diligence, considered negotiation and careful planning, to ensure best value for money under the circumstances and to maintain the integrity and transparency of the process.

## 14. Purchases of regular Consumables and Supplies

Procurement of regular Goods and Supplies may be sourced from preferred suppliers with whom IUCN may wish to place orders for Goods or Services over a specified period of time. These suppliers should be subjected to competitive bidding at least once every 3 years. Examples include cleaning, security, travel services, hotels, meeting rooms, hospitality services and maintenance.

Similarly, where IUCN requires repeat services over a period of time and the services to be provided are of a similar nature, e.g. translation, editing, interpretation, a call-off arrangement, awarded on the basis of a competitive tender, may be entered into with suitable suppliers. The framework agreement will define the services to be provided, the cost and the availability of the service provider. Specific work would then be contracted on the basis of task orders which would be governed by the framework agreement.

## 15. Documentation and records

All original documents must be maintained by the purchasing unit.

### Procurements of CHF 25,000 or over

The following documents must be retained (electronically or on paper):

- **the signed Sign-Off Form for Contracts**, including
  - Due diligence form (contracts with implementing partner)
  - **Procurement Questionnaire**
  - **Competitive Bid Analysis** or **approved Exception Request form**
  - **Minutes of the Procurement Panel Meeting (contracts over CHF 100,000)**
  - Legal Questionnaire (contracts over CHF 100k)
  - HR Questionnaire (contract with self-employed contractor only)
  - Finance Questionnaire
  - Amendment Questionnaire (for contract amendments only)
- the original contract with the supplier, including
  - the Terms of Reference (ToR) or Specification of Requirements (SoR)
- the Pre-Qualification Questionnaire (if used)
- the Pre-Qualification Questionnaire evaluation (where applicable)
- **the Request for Proposals (where applicable)**

- the proposals received (where applicable)
- signed Conflict of Interest Declarations from all members of the Evaluation Panel (where applicable)
- correspondence between IUCN and bidders (where applicable),
- any other documents necessary to evidence that a fair and transparent process was undertaken in compliance with this policy and procedure.

Electronic copies of the documents in **bold print** must be forwarded to the Procurement Officer, Global Finance Group, once the purchase has been approved.

### **Procurements under CHF 25,000**

The procuring unit shall maintain the Sign-off Form for Contracts and any other relevant documents.

## **ANNEXES**

These annexes are separate documents and may be reviewed and revised by their owners as required independently from the policy. They can be found here:

<https://portals.iucn.org/union/node/9956/686>

**Annex 1 – Sign-off Form for Contracts (except donor contracts)**

**Annex 2 – Conflict of Interest Disclosure Form**

**Annex 3 – Terms of Reference, Procurement Panel**

**Annex 4 – Consultancy Evaluation Form**

**Annex 5 – Exception Request Form**

**Annex 6 – Procurement Policy and Procedure for Grant Recipients**

<b>END OF POLICY</b>
----------------------