



**EDCTP**

European & Developing Countries  
Clinical Trials Partnership

## **Procurement Policy and Procedures Manual EDCTP Association**

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# 1 Acronyms

AO	Administrative Officer
DFA	Director of Finance and Administration
EC	European Commission
ECA	European Court of Auditors
ED	Executive Director
FA	Finance Assistant
FO	Finance Officer
FCB	Full Competitive Bidding
GA	General Assembly
ITT	Invitation to Tender
ITO	IT Officer
LCB	Limited Competitive Bidding
PO	Purchase Order
PR	Purchase Requisitions
RFP	Request for Proposal
SMT	Senior management Team
TAF	Travel Authorisation Form
TEO	Travel and Events Officer
TRF	Travel Request Form
TOR	Terms of Reference
VFM	Value for Money

## 2 Introduction

### 2.1 EDCTP procurement process

The procurement methods and procedures of EDCTP are influenced by the Commission's requirement as set out in article 38 (Equivalent of systems, rules and procedures in indirect management) of the Rules of Application (RAP) and the Delegation Agreement (DA) that it may only accept the procurement rules and procedures of an implementing structure as equivalent to that of its own if the following conditions are met:

1. They comply with the principle of broad competition of tenderers to obtain the best value for money, and negotiated procedures are limited to reasonable amounts or are duly justified;
2. They ensure transparency with adequate *ex ante* publication, in particular of calls for tenders, and adequate *ex post* publication of contractors;
3. They ensure equal treatment, proportionality and non-discrimination; and
4. They prevent conflicts of interests throughout the entire procurement procedure.

### 2.2 Procurement policy

The main purpose of the EDCTP procurement policies is to ensure that there are internal controls over the procurement processes. This involves ensuring that goods and services are procured according to the plan, the most competitive prices are obtained, goods and services received are of good quality, and that proper authorisation procedures have been followed. The objectives of the policy include:

- To ensure that goods and services needed are procured with due attention to economy and efficiency;
- To provide all eligible prospective suppliers with timely and adequate notification of requirements and an equal opportunity to compete; and
- Ensure that the procurement process is transparent.

### 2.3 Purpose of this manual

EDCTP members of staff involved at every stage of the procurement process are required to have a thorough understanding of EDCTP's procurement policies and procedures. This manual has therefore been prepared to provide guidance on EDCTP procurement policies and procedures that should be followed in procuring goods and services on behalf of EDCTP. It describes EDCTP's procurement policies and procedures, lists the documentations required for making purchases, and describes the process for obtaining approval before and after the purchase. The main objectives of preparing this document are to:

- Define the EDCTP procurement procedures and controls - defining who does what, how and in what sequence;
- Ensure transparent procedures are followed in the selection of the suppliers of goods and services, including subcontractors. Where requests for proposals (RFP)/invitation to tenders (ITT) are required, they are requested under conditions of transparency and equal treatment i.e. in an open and competitive way and without favouritism;
- Help in ensuring purchasing decisions are made in the most efficient and cost effective manner i.e. with due regard to value for money;
- Ensure consistency in processing procurement transactions; and
- Act as reference guide for all EDCTP staff particularly those who make or approve purchases.

### 2.4 Content and structure of the manual

This manual describes EDCTP policies and procedures for the procurement of goods and services. The manual is divided into sections and subsections: the sections describe the major aspects of the function; and within each section, there are subsections. It is arranged as a series of standard instructions under the following headings:

- Introduction
- Definition

- Business ethics and standards of conduct
- General rules and policies
- Approval of expenditures
- Procurement methods and thresholds
- Procurement procedures
- Contract
- Keeping records and other supporting documentation
- Bank payments to suppliers of goods and services.

This arrangement of the manual is intended to highlight the relationships between systems and the importance of integrating related systems as far as possible.

## **2.5 Application of the manual**

This manual shall be applied to all procurement of goods and services. The DFA shall ensure that this is regularly updated to reflect actual procedures and is in line with the broad principles of public procurement as set out in the EC Financial Regulation applicable to the general budget of the EU and its rules of application. Any significant revisions shall require the approval of the General Assembly (GA). It is therefore the responsibility of all EDCTP employees who are involved in the approval or making of purchases to know this policy.

## **2.6 Approval of this manual**

This manual has been approved by EDCTP General Assembly.

## **2.7 Deviations from this manual**

As a general rule EDCTP's management expects this manual to be followed as written. In exceptional cases where a deviation from the manual is required to deal with urgent situations that are not covered in this manual, a deviation can be made and the reasons for the deviation must be documented in writing, and approved by the Director of Finance and Administration (DFA).

## **2.8 Distribution and monitoring responsibilities**

It is the DFA's responsibility to maintain and distribute appropriate sections of the manual to his/her subordinates and other departments; and to provide training and assistance in its interpretation.

Questions with regard to the application or interpretation of any of these sections should be directed to the DFA.

## **2.9 Revisions to the manual**

The DFA is responsible for reviewing all proposed revisions to the EDCTP's Procurement Policies and Procedures Manual. The DFA will then submit a recommendation for manual revision to the EDCTP Executive Director.

If the amendment is approved by the Executive Director, authorised revisions to the manual will be accomplished with a "Notice of changes to the Procurement Procedures Manual" (Annex D) which will be sent by the DFA to all EDCTP staff. If the revisions are significant, GA approval shall be requested.

Each recipient of a "Notice of changes to Procedures Manual" is responsible for inserting the new pages into the Manual.

### 3 Definitions

#### 1. Best Practice

Best practice procurement, as used in this manual, means:

1. Public procurement ethics are followed to avoid accusations of impropriety and to ensure that an adequate audit trail is always maintained
2. Best financial management practice, the separation of responsibility for committing expenditure, ordering goods and services, certifying performance against invoices and authorising payment.

#### 2. Capital equipment

Capital equipment is defined as any movable equipment having a useful life of more than one year and an acquisition cost of €5,000 or more per unit (EDCTP's capital expenditure limit is €5,000).

#### 3. Competitive bidding

Competitive bidding generally means obtaining quotes/tenders from several suppliers and selecting the best match for price, availability, quality and projected service costs. This of course means that before purchasing an item it is necessary to know how it will be used. EDCTP is expected to obtain goods at the best possible price taking account of quality and lifetime projected costs.

#### 4. Conflict of interest

A conflict of interest arises whenever an individual acting for EDCTP also has an interest in an EDCTP supplier.

#### 5. Limited Competitive Bidding (LCB)

Limited Competitive Bidding (LCB) is essentially a direct invitation of selected suppliers without open advertisement. If the projected value of the procurement is less than or equal to 60,000, the request for proposal, where practical, must be sent to at least three suppliers; and five for more than €60,000.

#### 6. Procurement

Procurement, in the sense in which it is applied in this manual, covers all the processes involved in acquiring goods or services from suppliers from the initial identification of the need for the goods or services through to the end of the useful life of procured goods or services contract.

#### 7. Purchase Order (PO)

A purchase order is a manual request form that is raised by EDCTP as an offer to a supplier. It specifies the description of the goods or services and the agreed price. Acceptance of the PO by the supplier makes it a contractual document, which binds performance of both parties to the transaction.

#### 8. Purchase Requisitions (PR)

A purchase requisition is a manual request form from the requester to the financial approvers for the purchase of goods needed for business purposes. A purchase requisition should be raised as soon as the need for the items becomes apparent.

The areas of expenditure where formal requisitioning forms will not be required are:

- Travel related expenditure
- Meeting costs (GA, SAC, forum, SRC, stakeholder).

#### 9. Request for proposal (RFP)

RFP is a request sent to providers of a service to submit a proposal or tender for the performance of a service.



## **10. Requisitioning**

Requisitioning is a formal procedure whereby the end user requests permission to make a purchase and provides authority to commit the expenditure against the appropriate budget.

## **11. Shopping**

Shopping is a procurement method based on comparing price quotations obtained from several national suppliers, usually at least three to ensure competitive prices. Shopping is intended to be a simple and rapid procurement method, and it is appropriate for the procurement of small amounts of off-the-shelf goods for which more competitive methods are not justified on the basis of cost or efficiency.

## **12. Sole sourcing (direct contracting)**

In certain exceptional circumstances it may not be possible or practicable to obtain quotation from three suppliers.

Some of the tasks may be sole sourced meaning that a single supplier would be selected to perform the task without obtaining quotes from other suppliers. Sole sourcing of tasks may be appropriate if any of the following conditions is met:

- The actual product or service needed can only be purchased from one source. Examples of these include annual software licence fees, software upgrade costs, purchase of replacement computers, etc.
- The product or service must match or be compatible with current equipment or services
- Extension of existing contracts for goods or services recently awarded and justifiable on value for money terms
- Where the amount is small (no more than €5,000) or for repeat of purchases recently made
- An unusual urgency exists.

## **13. Tenders**

Proposals submitted in response to a request for proposal/invitation to tender in a procurement procedure.

## **14. Value for Money (VFM)**

Best value for money means taking into account the optimum combination of price and quality necessary to meet the EDCTP's requirement. The objective is to award the contract to the tenderer offering the best combination of price and quality (the proposal with the highest quality-price ratio). Two selection methods are used:

- Quality-price selection method

A minimum score for the technical proposal is specified. A quality-price ratio is calculated for all proposals that exceed the minimum score for the technical proposal, and the proposal with the highest quality-ratio will be selected. This method must be used for all procurements with a projected value of more than €50,000.

- Least price selection method

A minimum score for the technical proposal is specified, and the proposal with the lowest price is selected. This method must be used for all procurements with a projected value of less than or equal to €50,000.

## 4 Business ethics and standards of conduct

### 4.1 General principles and standards of conduct

EDCTP members of staff involved in a procurement process are expected to observe the highest standards of honesty and fairness and to conduct their business in a way that ensures full accountability.

EDCTP staff, suppliers and contractors shall commit themselves to these core values:

- Fairness
- Honesty and openness
- Efficiency and effectiveness
- Professionalism.

### 4.2 Policy Statement

EDCTP is committed to adhere to high ethical and professional standards in the management of the financial resources entrusted to it. These include procuring goods and services in an open, fair and transparent manner. Some of the principles that EDCTP employees are required to strictly adhere to are:

**Integrity:** EDCTP employees shall be straightforward and honest in all professional and business relationships.

**Objectivity:** EDCTP employees shall not allow bias, conflicts of interest or the undue influence of others to compromise their judgement.

**Confidentiality:** EDCTP employees shall respect the confidentiality of information acquired as a result of professional and business relationships, and shall not disclose any such information to third parties without proper and specific authority, unless there is a legal or professional right or duty to disclose.

**Professional behaviour:** EDCTP employees shall comply with relevant laws and regulations and shall avoid any action that may discredit the EDCTP.

### 4.3 Procurement conflict of interest policy

EDCTP employees have a responsibility when procuring goods and services on behalf of EDCTP, to do so in an ethical and professional manner, and for the benefit of EDCTP. The policies that apply include:

- Employees shall not accept gifts, entertainment, meals, travel, and any other benefits or favours from suppliers with whom EDCTP does or may do business, except as token courtesies or except on behalf of EDCTP and for EDCTP's benefit. To ensure transparency and fairness and to avoid conflict of interest, gifts, benefits or favours received from EDCTP suppliers shall be declared to the DFA;
- Employees shall disclose suppliers they have a conflict with (or they think they may have a conflict with) to the DFA for approval before the purchase;
- EDCTP employee shall not take any steps to influence the acquisition of goods or services from an entity he/she owns or his family has a financial interest in, or may directly benefit from such purchase
- All members of the procurement evaluation committee must sign the EDCTP declaration to participate in procurement evaluation form declaring that they are not conflicted to the suppliers that have submitted proposals for the tender (Annex B).

#### **4.4 Purchase orders**

All purchasing orders must be approved by the appropriate level of authority before placing an order with a supplier. POs shall be raised at the time the goods need to be ordered and not when it is time to pay for the product or service. It is important to note that a binding contract is created when the purchase order is accepted by the supplier. Approval of a PO after placing the order (EDCTP committed to the expenditure) is an indication of weak internal control.

All orders for the purchase of goods must be placed using a numbered purchase order form. Once a purchase order is approved, it is transmitted either by e-mail or by fax to the supplier. Only the DFA and ED are authorised to approve a PO.

#### **4.5 Processing purchasing transactions**

The purchase of most goods begins with the initiation of a Purchase Requisition (PR). This shall occur at the time the goods need to be ordered, not when it is time to pay for the product or service.

#### **4.6 Contracting process**

Budget holders wishing to enter into a contract for purchase of goods or services, or when they have received a proposed contract from a supplier should first discuss it with the DFA. All contracts shall be reviewed by the DFA and the Legal Officer.

#### **4.7 Conflict of interest**

All staff involved with assessing the quotations/proposals/tenders shall follow the highest standards of honesty and fairness. All known or potential conflict of interest shall be disclosed immediately to DFA for recording.

EDCTP staff shall not take any action which may bring their own interests into conflict with those of EDCTP. Where such a risk exists, the person in question shall refrain from taking part and shall refer the matter to the DFA who shall confirm in writing whether a conflict of interests exists. The person in question shall also inform his or her superior. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter.

Similarly should any of the evaluation committee members have a conflict of interest through knowing or having any type of relationship with one of the bidders/tenderers then they shall declare this in writing or email to the ED who will then decide if this is material enough to warrant the member stepping down from the evaluation committee.

#### **4.8 Approved supplier list**

The FO maintains the EDCTP list of approved suppliers for specified goods and services. Suppliers are included in the approved suppliers list after due consideration to the following:

- Experience from previous purchases
- Variety of products/services
- Price of products/services
- Quality of product/service
- Ability to deliver on time.

#### **4.9 Terms of Reference (TOR)**

When the services of a person, firm or company are to be acquired, a Terms of Reference (TOR) for consulting Services should be prepared. The TOR should include the following:

- Description of the service and, if necessary, the order in which the service is required
- The purpose/objective of acquiring the particular service
- The proposal evaluation criteria and their relative weighting

- Qualifications required to ensure achievement of the objective
- Scope of work and expected output
- Timing and duration of the assignment.

#### **4.10 Request for proposals (RFP) for services**

RFP shall be issued for all items estimated to cost €50,000 or more and where clear specifications are available for comparative services. Each RFP should contain a clearly defined set of criteria to be used to evaluate the proposals. The RFP must be accompanied by the TOR.

#### **4.11 Proposals/tenders**

Proposals/tenders in response to RFPs can be by email or post.

After the proposals are received and evaluated, the contract should be awarded to the supplier presenting the best value for money.

EDCTP reserves the right to disqualify any or all bids or stop the procurement procedure before it is finalised.

#### **4.12 Revisions to RFPs**

In the event that it becomes necessary to revise any part of a RFP before the response deadline, the revision shall be sent to all the pre-selected suppliers. In such circumstances, EDCTP senior management will determine whether the revision substantially amends the RFP. If the conclusion is that compliance with the original deadline will be very difficult, the deadline for submission of proposals will be extended.

#### **4.13 Quotations for goods**

Quotations may be requested, at the discretion of the requester by email or by letter. This method is permitted only for the procurement of goods estimated not to cost more than €135,000.

Purchases of small items can be made (total value of purchase order is no more than EUR 5,000) directly from a supplier.

#### **4.14 Consulting services**

Procurement of consulting services will be undertaken on the basis of shortlists of qualified consultants. Contract services for annual auditing, impact assessments and specific reviews will also be procured on the basis of shortlists, with the selection procedure combining technical quality with price consideration.

#### **4.15 Delegation of authority and authorisation limits**

In line with good governance, the authorisation limit for all EDCTP staff is set out in the delegation of authority document. This document is reviewed annually and is approved by the ED and the DFA.

#### **4.16 Signing for deliveries**

The requester/Admin Officer receiving the delivery should inspect the documents and sign the receiving document or invoice provided by the supplier.

#### **4.17 Approved supplier list**

For most goods or services for which demand is likely to recur, the FO maintains a list of suppliers.

#### **4.18 Contacts between contracting authorities and tenderers**

Contact between the contracting authority and tenderers during the contract award procedure may take place, by way of exception, under the conditions set out below:

1. Before the closing date of the tender, the evaluation committee may provide additional information and documents to tenderers on the condition that it is communicated to all tenderers who request on the

same date in respect of the additional documents and information. If the evaluation committee discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications, inform the persons concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.

#### Limited Competitive Bidding

In the case of an LCB procedure, all additional information or documents shall be communicated to all pre-selected suppliers.

#### Full competitive bidding (Open tenders)

In the case of full competitive bidding procedure, all additional information shall be made available to the public on the EDCTP website.

2. If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, the evaluation committee may contact the tenderer, although such contact may not lead to any alteration of the terms of the tender.

### **4.19 Requests for proposal (RFP)/invitation to tender (ITT) policies**

- Before issuing the ITT/RFP, the EDCTP Executive Director, together with the EDCTP senior management team, will determine the basis on which the RFP/tenders are to be evaluated, and who is to be responsible for evaluation;
- RFP/ITT should be issued to all potential bidders at the same time. Any revisions or alterations must similarly be issued to all bidders simultaneously;
- Where bidders request for clarification, care must be taken to ensure that information thus forthcoming is made available to all bidders;
- As bids are received, they should be saved in secure location of DMS by bid receiver. This secure location should be accessible, during the period of the bid, by the bid receiver only. Any modified or supplementary bids must be similarly saved in DMS;
- Proposals/Tenders received after the closing date should not be considered and should be returned unopened;
- Proposals/Tenders should then be evaluated by the evaluation committee in accordance with the evaluation criteria set out in the RFP.

### **4.20 Relationships with suppliers**

In all their dealings with suppliers, EDCTP staff shall display the highest standards of honesty, integrity, impartiality and objectivity. In procurement procedures, which involve the selection of suppliers to be invited to tender or negotiate, the selection should be made on the basis of objective and relevant criteria.

### **4.21 Prompt payment**

Suppliers shall be paid in accordance with the payment terms set out in the contract. Where there is no contract, suppliers must be paid within 30 days of receipt of the goods or services, or the submission of a valid invoice, whichever is later. Invoice queries must be dealt with and resolved promptly and efficiently.

### **4.22 Changes to contract**

All changes or extensions to a contract must be approved by those with the appropriate level of authority.

### **4.23 Advertisement**

All tenders in excess of €135,000 should be advertised on the EDCTP website for at least four weeks, and in at least one newspaper with wide circulation.

Where the Secretariat does not possess sufficient expertise to assess a tender then specialist help shall be sought from outside the organisation.

#### **4.24 Publication of information on recipients of EDCTP funds in the form of contracts of EUR 15,000 or more**

The EDCTP communications department shall publish annually on the EDCTP website the following information on the recipient of EDCTP funds in the form of contracts of EUR 15,000 or more:

- The name of the recipient;
- The locality of the recipient;
- The amount awarded; and
- The nature and purpose.

#### **4.25 Non-purchase order**

EDCTP allows the direct procurement of some items without the need to obtain three quotations or to raise a purchase order; some goods and services may be purchased without a purchase order. Purchases can be made without a purchase order when the value of goods or services to be purchased are less than €5,000 or for incurring certain types of expenses where a purchase order is not normally required.

#### **4.26 Evaluation committee**

For each procurement activity where evaluation of proposal/tender is required, the Executive Director, in consultation with senior management team, shall appoint the evaluation committee to give advisory opinion on contracts and to evaluate and rank tenders/proposal on the basis of the award criteria. The ED shall carefully select the members of the committee to ensure that no hierarchical link exists.

The evaluation committee shall be made up of at least three people for procurements below €135,000; and at least five members for procurements greater than or equal to €135,000.

#### **4.27 Inform tenderers of the outcome of the evaluation**

Tenderers, including those rejected, shall as soon as possible (not later than a week) be informed of decisions reached concerning the award of the contract by mail, fax or email.

## **5 Approval limits**

### **1. Purchase Requisitions**

An employee is authorised to approve all purchase requisitions chargeable to his or her budget up to their delegated authority limit.

Purchase requisitions in excess of the purchaser's delegated authority limit shall be approved as follows:

- DFA up to €60,000
- ED up to €60,000
- Jointly by ED and DFA up to €500,000.

### **2. Purchase Orders (PO)**

Once the AO/ITO receives the appropriately authorised PR, the AO/ITO raises a numerical sequence Purchase order (PO). DFA, ED or both approves the PO.

### **3. Travel Authorisation Form (TAF)**

The TAF shall be approved by the head of department or DFA.

### **4. Travel Request Form (TRF)**

The TRF shall be approved by the DFA or ED.

### **5. Invoice approval**

An official of the user department with the appropriate delegated authority signs the invoice as confirmation that it is accurate and is for goods and services received or are to be received by EDCTP. If it is not within the user department head's delegated authority limit, the DFA/ED approves it.

All approved invoices are sent to the FA with the relevant supporting documents (PO, TAF, contract, etc.) for further checking and payment processing.

### **6. Approval limitations**

- When approving expenditure, approvers must be guided by their delegated authority limits
- Where practical, authorised employees may approve expenditure only for subordinate employees. Their own expenditures must be approved by the next authorised senior employee or DFA.

## 6 Procurement methods and thresholds

### 6.1 Procurement methods

The procurement method of EDCTP is influenced by the estimated value of the procurement to be made. All procurement of services greater than €50,000 has to be justified in the work plan of the relevant period.

The procurement methods at EDCTP are:

#### 1. Credit card purchases

At EDCTP, the use of corporate credit card is allowed only if other procurement methods are not practical, will result in significant delays or are not acceptable to the supplier. It may be used for:

- Making online purchases of urgently needed items, including paying for subscriptions and conference registration fees
- Online purchases of train, airline tickets and hotel bookings.

#### Terms and conditions of credit card use

- 1) Only staff who have been authorised by the Director of Finance and Administration (DFA) may use the corporate credit card. Each permitted user must sign the Corporate Credit Cards Acceptance and Undertaking Form (CCCAUF) (annex E) before using the card.
- 2) Each user is responsible for completing the Corporate Credit Card Expenses Form (annex F) and ensuring that items charged to the card have been solely and necessarily incurred in the conduct of EDCTP business, for providing details of each occasion of use and for submitting receipts or vouchers for all expenditure. Where a receipt is not available, the card user will be asked to provide a verification/explanation in writing for the transaction.
- 3) The limit for credit card expenditure is €5,000 per month. This limit will be subjected to periodic review and where necessary amendments to the limit will be made by DFA and ED, and communicated to card holders.
- 4) Cardholders shall not, under any circumstances, make unauthorised deposits to their corporate card accounts.
- 5) The card shall not be used to withdraw cash or for any type of personal expenditure, even if the intention to repay such expenditure to EDCTP exists.

In the case where a genuine mistake has occurred, the card user must inform the DFA and reimburse EDCTP immediately.

#### Responsibility of card users (cardholders)

- 1) The authorised card users shall ensure that all items in the credit card statement are recorded in their credit card expense forms.
- 2) For all credit card charges, a credit card expense voucher must be raised showing the following details:
  - Transaction date
  - Description of the transaction
  - Supplier names
  - Transaction amount in Euros
  - For non-Euro transactions, the original currency and amount
  - Date the transaction is shown in the credit card statement
  - Names of attendees if the charges are for entertainment purposes.
- 3) Cardholders must submit receipts or back-up documentation for all charges.
- 4) It is the responsibility of the cardholders to pursue any disputed items with the credit card issuer.



- 5) The loss or theft of a credit card must be reported immediately to the card issuer and the DFA.
- 6) Due diligence must be exercised at all times by the cardholder.

## 2. **Non-purchase order/Payment against invoice**

Where the value of purchase of goods or services is less than €5,000 or for certain types of expenses where purchase order is not normally required, payment may be made against invoice or without a purchase order.

Description	Procurement method	Supporting documents
Job adverts	Supplier invoice	Advert copy
Taxi, airline tickets, trains	Supplier invoice	TAF, TRF
Office rentals	Supplier invoice	Contract/hosting agreement
Conference registration	Supplier invoice	TRF, conference registration form
Postage including DHL	Supplier invoice	
Utilities	Supplier invoice	Invoice
Staff income tax payments		Monthly payroll summary
Temporal employment agencies	Supplier invoice	Contract

## 3. **Shopping**

Shopping is a procurement method based on comparing price quotations obtained from several national suppliers, usually at least three to ensure competitive prices. At EDCTP, shopping procurement method is normally used to procure low value of off-the-shelf goods for which more competitive methods are not justified on the basis of cost or efficiency. Quotations may be submitted by e-mail or fax.

## 4. **Sole sourcing (direct contracting)**

In certain exceptional circumstances it may not be possible or practicable to obtain quotation from 3 suppliers. Some of the tasks may be sole sourced meaning that a single supplier would be selected to perform the task without obtaining quotes from other suppliers. At EDCTP sole sourcing without competition is permitted only in the following circumstances:

- The actual product or service needed can only be purchased from one source. Examples of these include annual software licence fees, software upgrade costs, purchase of replacement computers, hotel and meeting room bookings
- The product or service must match or be compatible with current equipment or services
- Extension of existing contracts for goods or services recently awarded and justifiable on value for money terms
- Where the amount is very small (not more than €5,000 for goods or services) or for repeat of purchases recently made where no advantage could be obtained through competition
- An unusual urgency exists.

## 5. **Limited Competitive Bidding (LCB)**

Limited Competitive Bidding (LCB) is essentially direct invitation of selected suppliers without open advertisement. This method of procurement may only be used where:

- The contract value is expected to be less than or equal to €135,000; or
- Other exceptional reasons that justify departure from FCB.

For Limited Competitive Bidding (LCB) method of procurement, the following requirements must be met:

- At least two weeks should be provided for preparation and submission of proposals after the issuance of the RFP;

- For services, a TOR shall be prepared. Where possible and practical, RFPs and TORs should be sent to at least three suppliers for procurements projected to cost less than €60,000; and five suppliers for more than €60,000.

## 6. Full Competitive Bidding (FCB)

This method of procurement procedure shall be used for all procurement of goods and services in excess of EUR 135,000.

FCB means open advertisement or inviting tenders from several suppliers and selecting the best match for price, availability, quality and projected service costs. This of course means that before purchasing an item it is necessary to know how it will be used. EDCTP is expected to obtain goods and services at the best possible price taking account of quality and lifetime projected costs (where this is known).

Adequate response time for preparation and submission of bids shall be provided. The procedures shall provide for adequate competition in order to ensure reasonable prices, and methods used in the evaluation of bids and the award of contracts shall be made known to all bidders/tenderers.

For Full Competitive Bidding method of procurement, the following requirements shall be met:

- At least four weeks should be provided for preparation and submission of bids after the issuance of the RFP
- TOR shall be prepared
- RFPs will be advertised on the EDCTP website and on international or local newspapers with wide circulation
- Proposals evaluation criteria should be clearly specified in both the TOR and the RFP.

## 6.2 The procurement thresholds

Category	Expected price of the goods or service	Procurement method
Services	Less than or equal to €5,000	Payment against invoice/sole sourcing
	More than €5,000 and less than or equal to €135,000	<u>LCB</u> The RFP must be sent to at least three suppliers if the projected value is less than or equal to €60,000; and to at least five suppliers if the value is more than €60,000
	More than €135,000	FCB
Goods	Less than or equal to €5,000	Payment against invoice/sole sourcing
	More than €5,000 and less than or equal to €10,000	Sole sourcing from approved supplier
	Greater than €10,000 but not more than €135,000	Shopping/LCB: invitation to be sent to at least three suppliers if the projected value is less than or equal to €60,000; and to at least five suppliers if the value is more than €60,000
	Greater than €135,000	FCB
Taxi and train tickets		Sole sourcing/shopping
Air tickets		Sole sourcing from the approved provider selected through open procedure
Hotels, conferences, meetings	Less than or equal to €15,000	Shopping/sole sourcing
	More than €15,000 and less than or equal to €60,000	LCB from at least three suppliers
	More than €60,000 and less than or equal to €135,000	LCB from at least five suppliers
	Greater than €135,000	FCB

## 7 Procurement procedures

At EDCTP the procurement of goods and services fall into the following categories:

- Procurement of goods projected to cost less than or equal to €5,000
- Procurement of goods projected to cost more than €5,000 but less than or equal to €10,000
- Procurement of goods projected to cost more than €10,000 but less than or equal to €135,000
- Procurement of goods projected to cost more than €135,000
- Additional procedures for procurement of goods and services projected to cost more than €135,000
- Procurement of services projected to cost less than or equal to €5,000
- Procurement of services projected to cost more than €5,000 but less than or equal to €135,000
- Procurement of services projected to cost more than €135,000
- Procurement of taxi and train tickets
- Procurement of air tickets less than €1,000
- Procurement of air tickets more than €1,000
- Hotels, conferences and meetings less than €15,000
- Hotels, conferences and meetings more than €15,000 and less than €60,000
- Hotels, conferences and meetings more than €60,000 and less than or equal to €135,000
- Hotels, conferences and meetings more than €135,000.

### 7.1 Procurement of goods projected to cost less than or equal to €5,000

The steps in procuring goods costing less than or equal to €5,000 are:

- When goods are required, the procurement process begins by the requester/budget holder obtaining a written quote from reputable suppliers.
- The requester then raises a Purchase Requisition (PR), attaches the quotations received, and forwards it to AO/ITO. The AO/ITO may obtain further quotes from other suppliers if he/she thinks there is a good possibility for further savings. The PR is less than or equal to requester's delegated authority limit, the requester approves it; if it is greater than requester's delegated authority the ED/DFA approves it
- The AO/ITO raises a Purchase Order (PO) on receipt of an appropriately approved PR, and assigns it a unique identification
- The DFA/ED signs the PO
- Once the PO is approved, the budget holder/AO faxes or e-mails it to the supplier for order processing
- On receipt of the goods, the budget holder and Admin Officer agrees the goods received to the invoice and PO. Both the AO and budget holder sign the invoice to confirm receipt of items ordered.

For goods costing less than €5,000 payment can be made against invoice without a purchase order. This will obviously require the prior approval of DFA.

### 7.2 Procurement of goods projected to cost more than €5,000 and less than or equal to €10,000

The procurement procedure is the same as 7.1 above (procurement of goods projected to cost less than €5000) except that quotations must be obtained, where practical, from at least three suppliers.

### 7.3 Procurement of goods projected to cost more than €10,000 but less than or equal to €135,000

The shopping method of procurement, which is based on comparing price quotations obtained from several national suppliers, usually at least three to ensure competitive prices, should be used in purchasing goods costing more than €10,000 but less than or equal to €135,000. Quotations shall indicate the description and quantity of the goods. Quotations may be submitted by e-mail or fax. The terms of the accepted offer shall be incorporated in a purchase order.

The procurement procedure is the same as section 7.1 except that:

- Where possible, at least three quotations must be obtained from at least three reputable suppliers for procurement up to €60,000 and five reputable suppliers for procurement above €60,000 and below €135,000.
- The quotations must be reviewed and approved by EDCTP senior management team

EDCTP may exercise discretion in selecting a quotation that is not the lowest priced as far as there is good technical justification on the quality of the offered item, suitability of delivery schedule, etc. In such cases, such requirements should be indicated in the request for quotation or the evaluation.

#### **7.4 Procurement of goods projected to cost more than €135,000**

The FCB method is required if the proposed procurement value of an item is projected to be greater than €135,000. This will involve open advertisement or inviting tenders from several suppliers and selecting the best match for price, availability, quality and projected service costs. The procurement process begins with the preparation of a detailed specification of the item(s) required. The specification shall contain all information necessary for a prospective bidder to prepare a tender for the goods required, including:

- Description of the goods including the make and other relevant information;
- The purpose the item will be used for;
- Approximate date when the item is to be delivered; and
- The evaluation criteria and their relative weighting.

All other subsequent steps of the procurement procedure are the same as in section 7.7

#### **7.5 Procurement of services projected to cost less than or equal to €5,000**

The procurement procedure is the same as 7.1 above (procurement of goods projected to cost less than €5000).

#### **7.6 Procurement of services projected more than €5,000 and less than or equal to €135,000**

A limited competitive Bidding (LCB) process may be used if the proposed procurement value of a service is projected to cost more than €5000 and less than or equal to €135,000 unless FCB is justified on the basis of other reasons.

The steps in procuring services projected to cost more than €5000 and less than or equal to €135,000 are:

##### **Step 1: Prepare Terms of Reference (TOR)**

The TOR shall contain all information necessary for a prospective bidder to prepare a tender for the services required, including:

- Description of the service and, if necessary, the order in which the service is required
- The purpose/objective of acquiring the particular service
- The proposal evaluation criteria
- Qualifications required to ensure achievement of the objective
- Scope of work and expected output
- Timing and duration of the assignment.

##### **Selection and award criteria**

The eligible proposals/tenders will be evaluated against the selection criteria indicated in the RFP/ITT. At EDCTP proposals/tenders are generally evaluated against three criteria:

- Quality of the submitted proposal/tender
- Technical competence of the team, including project management
- The price of the proposal.

## **Step 2: Prepare the Request for Proposal (RFP)**

The requester/budget holder shall prepare a RFP. All RFPS must be reviewed and approved by the senior management team before sending to the supplier. The DFA signature on the draft TOR is indicative of SMT approval. The RFP shall contain all information necessary for a prospective bidder to prepare a proposal for the services required, including:

- The date and time at which, and the email address to which, completed RFPs must be returned to;
- Contact details from which additional information can be obtained from;
- The text that enquiries and requests for information will be made available to all pre-selected suppliers (suppliers invited to submit proposals)
- The currency in which prices should be quoted and in which payments will be made;
- The TOR;
- A copy of the draft contract.

## **Step 3: Supplier selection**

This stage is about identifying a selected list of suppliers to send the RFP to. The purpose is to request proposals from carefully selected suppliers (at least three) that are qualified to perform the service.

## **Step 4: Send RFP to selected suppliers**

Send RFP to the selected suppliers. The minimum time that should be given for submission of proposals is two weeks from the date of submission of RFP. The closing date for submission of proposals shall be clearly indicated in the RFP.

Where the value of the procurement is greater than €60,000 tenderers shall be asked to fill a Declaration of Honour on Exclusion Criteria and Absence of Conflict of Interest (annex A) to provide a declaration on their honour, duly signed and dated that they are not one of the situations that excludes them from participating in a procurement procedure.

## **Step 5: Setting up an evaluation committee**

The Executive Director, in consultation with the senior management team, will appoint an evaluation committee of at least three members. The ED shall carefully select the members of the committee to ensure that no hierarchical link exists.

The members of the evaluation committee must sign Declaration to Participate in Procurement Evaluation (Annex B).

## **Step 6: Proposal evaluation and comparison**

Proposals shall be opened by and evaluated by an evaluation committee. The members of the evaluation committee must sign Declaration to Participate in Procurement Evaluation (Annex B) and Declaration of Impartiality and Confidentiality (Annex C).

The objective of this stage of the procurement process is to award the contract to the firm whose proposal is substantially responsive to the RFP and has the lowest evaluated cost.

The criteria detailed in the RFP shall be used in the evaluation of proposals.

The objective of the evaluation is to select the proposal with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award of the contract for the assignment.

A summary evaluation report including the comparison of the proposals and the specific reasons on which the recommendation is based for the award of the contract for the assignment should be prepared. The evaluation report must be signed by each member of the evaluations committee.

If following the consultation with suppliers, EDCTP receives only one proposal the contract may be awarded provided the award criteria are met.

If RFPs are not received from at least three suppliers within the time set, the evaluation committee should verify with the suppliers who have not submitted an RFP whether they intend to do so and how soon.

#### **Step 7: Inform tenderers of the outcome of the evaluation**

Tenderers, including those rejected, shall as soon as possible (not later than a week) be informed of decisions reached concerning the award of the contract by mail, fax or email.

Unsuccessful tenderers may request additional information about the reasons for their rejection in writing by mail, fax or email. The information shall be communicated to the tenderer within 15 calendar days from the date on which a written request is received.

#### **Step 8: Post proposal negotiation and award of contract**

Once the preferred supplier has been selected, the other sections of the draft contract will be filled and the contract will be signed.

Single proposals should also be considered for award, if it is determined that the RFP was not restrictive or unclear and the amount quoted is considered reasonable in comparison to the budget for the service and the award criteria are met.

Once the contract is satisfactorily awarded, unsuccessful bidders must be notified promptly.

Where the value of a contract is greater than €60,000 the senior management may, if it deems it appropriate and proportionate on a case-by-case basis and subject to a risk-analysis, require contractors to lodge a guarantee in order to:

1. Ensure full performance of the contract, or
2. Limit the financial risks connected with payment of pre- financing.

### **7.7 Procurement of services projected to cost more than €135,000**

A full competitive bidding (FCB) process (tender) is required if the proposed procurement value of a service is projected to be greater than €135,000.

The steps in procuring services projected to cost more than €135,000 are:

#### **Step 1: Prepare Terms of Reference (TOR)**

The TOR shall contain all information necessary for a prospective bidder to prepare a tender for the services required, including:

- Description of the service and, if necessary, the order in which the service is required
- The purpose/objective the item will be used for
- Approximate date when the service is to be delivered
- Scope of work and expected output
- The evaluation criteria and their relative weighting.

#### **Step 2: Prepare Invitation to Tender (ITT)**

ITT should adequately describe the requirements and conditions, without being so prescriptive that the opportunities for achieving greater value for money are lost.

Accompanying the ITT will be a detailed Terms of Reference (TOR) of the services to be procured. The TOR and ITT must contain all the information necessary for a supplier to prepare a valid bid; together they shall give a full, clear and precise description of the subject of the contract and specify the exclusion, selection and award criteria applicable to the contract. The ITT must include the following:

- The date and time at which, and the place to which, completed RFP/tenders must be returned

- Contact details from which additional copies of the RFP/tender documentation can be obtained. The procedure to be followed if potential tenderers require clarification of any aspect of the ITT/RFP, together with a note advising potential tenderers such clarification will be issued to all other potential tenderers
- State that all additional information, including question from and answers to tenderers, shall be made available to the public on the EDCTP website.
- A list of any supporting documentation that will be required.
- If applicable, details of any financial guarantees
- The currency in which prices should be quoted and in which payments will be made
- State that Dutch law will be the legal framework that will apply to any subsequent contract
- Specify the rules governing the submission of tenders, including in particular the closing date and time for submission, documents to be attached, including those in evidence of financial, economic, technical and professional capacity
- State that submission of a tender implies acceptance of the TOR which the tender relates and that this submission of proposal binds the contractor to whom the contract is awarded during performance of the contract
- Specify the period during which a tender will remain valid and may not be varied in any respect
- State that contact between EDCTP and the tenderer is forbidden during the procedure except in exceptional circumstances.
- Draft Service contract.

### **Step 3: Advertisement**

All RFP/ITT should be timely notified to bidders. The minimum time that should be given for submission of proposals is 4 weeks from the date of advertisement or submission of the ITT. ITTs shall be published in at least one newspaper with wide circulation and on the EDCTP website. The closing date shall be clearly indicated in the ITT or the advertisement.

### **Step 4: Setting up an evaluation committee**

Tenders for the proposed procurement value of services projected to cost more than €135,000 must be opened and evaluated by an evaluation committee of at least five members comprising a non-voting chairperson, a non-voting secretary and an odd number (at least three) of voting members appointed by the Executive Director.

The Executive Director must ensure that:

- Each member of the evaluation committee has a reasonable command of English, and the technical and administrative expertise necessary to give an informed opinion on the tenders; and
- No hierarchical link between the evaluation committee members exists.

The members of the evaluation committee must sign Declaration to Participate in Procurement Evaluation (Annex B), and Declaration of Impartiality and Confidentiality (Annex C).

### **Step 5: Tender evaluation and comparison**

Proposals shall be opened and evaluated by the evaluation committee.

The non-voting Chairperson will be responsible for coordinating the evaluation process in accordance with the EDCTP procurement guidelines and policies, and for ensuring its impartiality and transparency.

The non-voting Secretary to the Committee will be responsible for carrying out all administrative tasks connected with the evaluation procedure. These include:

- Circulating and collecting the following forms: Declaration of Honour on Exclusion Criteria and Absence of Conflict of Interest (annex A), Declaration to Participate in Procurement Evaluation (Annex B), and Declaration of Impartiality and Confidentiality (Annex C);

- Drafting the evaluation report;
- Ensuring all Committee members sign the evaluation report; and
- Keeping the minutes and any other relevant records and documents.

The objective of this stage of the procurement process is to award the contract to the firm whose proposal is substantially responsive to the RFP and has the lowest evaluated cost.

The criteria detailed in the ITT shall be used in the evaluation of proposals.

The objective of the evaluation is to select the proposal with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award of the contract for the assignment.

A summary evaluation report including the comparison of the proposals on which the recommendations are based for the award of the contract for the assignment should be prepared. The evaluation report must be signed by each member of the evaluations committee.

#### **Step 6: Inform tenderers of the outcome of the evaluation**

Once the contract is satisfactorily awarded, unsuccessful tenderers shall be notified as soon as possible (not later than a week) of decisions reached concerning the award of the contract by mail, fax or email.

Unsuccessful tenderers may request additional information about the reasons for their rejection in writing by mail, fax or email. The information shall be communicated to the tenderer within 15 calendar days from the date on which a written request is received.

#### **Step 7: Post tender negotiation and contract award**

Once the preferred supplier has been selected, the other sections of the draft contract will be filled and the contract will be signed.

In cases where there are no suitable or compliant bids the Contracting Authority must decide whether:

- To vary substantially the requirements and initiate a new tendering exercise by publishing a cancellation notice to complete the procedure and by publishing subsequently a new ITT.
- To vary the requirements, and negotiate with the present bidders to achieve a satisfactory solution under the condition that the procurement documents (ToR/ITT) are not substantially altered.
- Abandon the exercise and publish a cancellation notice on EDCTP website.

Single proposals should also be considered for award, if it is determined that the RFP was not restrictive or unclear and the amount quoted is considered reasonable in comparison to the budget for the service. Such awards must also comply with the exclusion, selection and award criteria.

Once the contract is satisfactorily awarded, unsuccessful bidders must be notified promptly and the award notice is published on the EDCTP website.

The senior management may, if it deems it appropriate and proportionate on a case-by-case basis and subject to a risk-analysis, require contractors to lodge a guarantee in order to:

1. Ensure full performance of the contract, or
2. Limit the financial risks connected with payment of pre- financing.

## **7.8 Procurement of taxi and train tickets**

The EDCTP Travel and Events Officer (TEO) make the purchase in accordance with EDCTP's travel policies when he/she receives and appropriately approved TAF or TRF.



## **7.9 Procurement of air tickets**

EDCTP has a contract with two travel agents who were selected following full competitive bidding procedure for the purchase of air tickets.

- On receipt of appropriately approved TAF or TRF, the TEO sends a request with the indicative travel dates to one of the travel agents
- The selected travel agent issues the ticket.

## **7.10 Procurement of hotels, conferences and meetings projected to cost less than or equal to €15,000**

The sole sourcing procurement may be used unless the shopping method of procurement is justified.

## **7.11 Procurement of hotels, conferences and meetings projected to cost more than €15,000 and less than or equal to €60,000**

A limited competitive bidding (LCB) procurement procedure shall be followed. Quotations, where practical, must be obtained from at least three suppliers.

## **7.12 Procurement of hotels, conferences and meetings projected to cost more than €60,000 and less than or equal to €135,000**

A limited competitive bidding (LCB) procurement procedure shall be followed. Quotations, where practical, must be obtained from at least five suppliers.

## **7.13 Procurement of hotels, conferences and meetings projected to cost more than €135,000**

A full competitive bidding (FCB) procurement procedure shall be followed.

## **8 Contract**

### **8.1 EDCTP contracts**

Contracts for procurement of goods and services between EDCTP and service providers/suppliers must:

1. Be in writing;
2. Be reviewed by the EDCTP Legal Officer before being signed;
3. State, where possible, that Dutch law is applicable to the contract; and
4. Be signed by either the ED or the DFA separately for contract or invoice values up to €60,000 or jointly for up to €500,000 or by the Chair of the General Assembly for values in excess of this amount. No other person within EDCTP or its constituencies has any power to commit EDCTP financially.

The text of the contract shall include the requirements of articles 13.2, 12, 22, 23 and 28 of the Delegation Agreement where relevant.

### **8.2 Creating a contract by requesting quotations or tenders**

A requester/budget holder makes an invitation to treat when she/he asks a potential supplier to submit a quotation or a tender. The supplier responds by making a bid, which constitutes an offer. When the purchaser issues an unqualified acceptance of that offer, a contract is created.

In practice, EDCTP's specification or the supplier's tender may be varied during negotiations, giving rise to counter-offers. In such cases, it is important that staff record the outcome of any negotiations and obtain the written acceptance of the supplier to the terms finally agreed. This ensures that both parties to the contract are clear about and agree on all aspects of the required performance, other documentation (terms and conditions, specification, schedule, etc. included in the invitation to tender) and the bid/proposal.

### **8.3 Creating a Contract by the action of the parties**

A contract can also be created implicitly through the actions of the parties. It is therefore important that EDCTP should not create a contract by "part performance" or by performing its agreement with the contractor before a written agreement is in place. This is particularly important where EDCTP is negotiating, or believes that it is negotiating, the terms of an agreement. Part performance is a prima facie indicator that EDCTP has accepted the terms as last exchanged.

### **8.4 Letters of intent**

EDCTP employees should not send letters of intent to suppliers because they constitute an agreement to meet the supplier's costs in preparing to fulfil the obligations of a contract before that contract is awarded. If a problem arises to prevent the award, then expenditure may be incurred for no benefit.

Staff should wait until proper financial and contractual approval is given before committing EDCTP.

### **8.5 Contracts with foreign suppliers**

All contracts, especially with foreign suppliers, should have a jurisdiction clause. Where possible, it should specify that Dutch law is applicable to the contract because litigation in countries other than The Netherlands is likely to be more difficult and expensive for EDCTP.

### **8.6 Awarding of subcontracts**

Subcontracts may be awarded for eligible costs following the general principles of tendering as set out above and to the subcontractor whose bid offers best value for money. In doing so it shall observe the principles of transparency and equal treatment of potential subcontractors and shall take care to avoid any conflicts of interest.

A subcontract differs from a one-off tendered project in so far as a subcontract will normally be for a longer and continuing time period for which EDCTP requires a service which it cannot do itself due to a lack of resources either within the Secretariat or the hosting providers.

Subcontracts may be awarded to individuals or to firms, where it is an individual it is especially important that the Secretariat assesses the capacity of the person to successfully carry out the tasks and the decision of the ED will be final on this.

Subcontracts may only be awarded where they have been clearly set out and budgeted for in the work plans.

In all cases the EDCTP Secretariat remains liable to the EC and its participating states for the quality of the work undertaken by the subcontractor and therefore regular monitoring of performance should be carried out by the budget holder responsible.

## 9 Keeping records and other supporting documentation

Procurement transactions are likely to be subjected to the scrutiny of external auditors and the European Court of Auditors (ECA). It is therefore important that adequate records and other supporting documentation should be kept to prove the accuracy of the costs reported in the accounts in respect of each procurement transaction, and also to show that the appropriate procurement rules and procedures have been followed. These documents include request for proposals, quotations, TORs, tender valuation reports, contracts, subcontracts, invoices and purchase orders. The original documents must be kept. EDCTP may accept non-original documents if it considers that they offer a comparable level of assurance. No payment will be made without supporting authorised documentation which may be either an invoice, contract, purchase order, grant payment notification, credit card or travel authorisation form which will be attached to the back of the payment (BACS) form before the DFA signs it.

EDCTP must make available upon request any information requested by the European Commission or other stakeholders to verify compliance with the relevant procurement procedures and the obligations under the Delegation Agreement or in the context of checks, reviews, audits or investigations. Auditors, including the ECA, and other interested parties will expect to find the procedures and policies described in this manual in operation when an audit is carried out and they will seek to ensure that:

- Procurement processes followed are transparent;
- Procurement procedures comply with external requirements (e.g. legislation) and internal policy and requirements (e.g. this Guideline); and
- Procurement decisions are carried out with due regard to value for money - economy, efficiency and effectiveness.

### 9.1 Retention of documents

All procurements documents relating to financial payments must be retained by EDCTP for a minimum of 5 years after the payment of the balance of the EU contribution.

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits the records and other supporting documentation must be until the end of these procedures.

### 9.2 Procurement Records

The objective is to build a complete history of the relations with each supplier so that future decisions, negotiations and dispute resolutions can be based on the best possible information, and to produce a complete history of each transaction so that the decision-making process is transparent and if necessary justified, or alternatively, lessons are learned.

For each procurement process, all the relevant records shall be maintained. These will include:

- The requisition
- Notes of any changes made to the requisition
- Notes of the process by which the contract evaluation and award criteria were decided
- All documents relating to the tender/RFP or quotation process. This will include originals of the request for proposals, TOR, advertisements, evidence of how recipients of the RFP were selected, all bid/quotes received in response (whether compliant or not)
- Results of the evaluation exercise
- Notes of all post tender/RFP negotiations and their outcome
- The final contract or purchase order
- Records of any variations agreed after award or contract
- Records of all disputes and their resolution
- Records of payments and final sign-off, and reconciliation of invoices etc. with final payment.

## **10 Bank payments to suppliers of goods and services**

Payments for goods and services are broadly classified under the following categories:

- Payment for invoices relating to supply of goods
- Payment for invoices relating to consultancy services
- Payment for invoices relating to services
- Payment for invoices relating to public utility services
- Payment for invoices relating to expenses (flight, train, taxis, etc.).

### **10.1 Bank payment - invoices for supply of goods**

All purchase invoices are sent to the FA.

- The FA will review the invoice to verify the charges are accurate and are appropriate for payment by performing the following checks:
  - The goods are received in good working order in accordance with the terms of the purchase order;
  - The quantities are accurate;
  - The prices charged are the amounts agreed; and
  - All totals are accurate.
- The FA reviews the invoice before posting into Access Dimensions
- Payment is made following normal bank payments procedures as described in EDCTP's accounting procedures manual.

### **10.2 Bank payment - invoices for professional services**

- These relate to payments of consultants in respect of consultancy services including audits and training
- All invoices with a copy of the consultancy contract for professional services are first sent to the FO for verification of invoice before payment. The FA verifies these invoices by reference to the respective contract documents
- The FA reviews the invoice by comparing the invoice details to the contract
- Payment is made following normal bank payments procedures as described in EDCTP's accounting procedures manual.

### **10.3 Bank payment – invoices for services**

- The common examples of such payments are repairs of office equipment,
- All purchase invoices for services are first sent to the user department to verify the charges are accurate and are appropriate for payment.
- The invoice will then be passed to the finance department for further verification
- Once the invoice is approved by DFA or ED for payment, payment is processed following normal payment procedure.

### **10.4 Bank payment – invoices for public utility services**

- The common examples of such payments are KPN (mobile)
- Mobile rates are fixed by KPN
- The FA/ITO receives the invoice.

## Annex A

### Declaration of honour on exclusion criteria and absence of conflict of interest

*(To be completed and signed by the tenderer: complete or delete the parts italics in brackets)[choose the correct option for parts between square brackets]*

The undersigned (insert name of the signatory of this form):

- ☐ in [his][her] own name (for a natural person) or
- ☐ representing the following legal person: (only if the economic operator is a legal person)

Full official name:

Official legal form:

Full official address:

VAT registration number:

1) declares that [the above-mentioned legal person][he][she] is **not** in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

2) Declares that the natural person with power of representation, decision-making or control<sup>1</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

3) declares that [the above-mentioned legal person][he][she]:

---

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
  - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
  - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
  - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;
- 4) acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>2</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name:.....

Signature:.....

Date.....

---



## **Annex B**

### **EDCTP Evaluation Committee Members**

#### **Declaration to participate in procurement evaluation**

Please complete and return your signed form to the EDCTP AO

Surname: \_\_\_\_\_

First name: \_\_\_\_\_

Job title: \_\_\_\_\_

#### **Declaration**

I declare that I am not conflicted to the following suppliers that have submitted proposals for the tender titled" \_\_\_\_\_":

- 1) Supplier A
- 2) Supplier B
- 3) Supplier C
- 4) Supplier D
- 5) Supplier E
- 6) Supplier F

Date: ..... Signature:.....



## **Annex C**

### **Declaration of impartiality and confidentiality**

I, the undersigned, hereby declare that I agree to participate in the evaluation of proposals for the tender titled "\_\_\_\_\_". By making this declaration, I declare that I am aware of Article 57 of the Financial Regulation for the Budget, which state that:

1. "Financial actors and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with those of the Union.

Where such a risk exists, the person in question shall refrain from such action and shall refer the matter to the authorising officer by delegation who shall confirm in writing whether a conflict of interests exists. The person in question shall also inform his or her hierarchical superior. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

2. For the purpose of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient."

I hereby declare that, to my knowledge, I have no conflict of interest with the operators who have submitted a tender for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that if I discover during the evaluation that such a conflict exists or might exist, I shall declare it immediately to the chairperson of the Evaluation Committee. In the case that such conflict is confirmed by the chairperson, I agree to cease from participating in the Evaluation Committee.

I confirm that I have familiarised myself with the information available to date concerning this tender procedure, including the provisions of the Practical Guide to contract procedures for external actions relating to the evaluation process.

I shall execute my responsibilities impartially and objectively. I further declare that, to the best of my knowledge, I am not in a situation that could cast doubt on my ability to evaluate the tender(s).

I declare that I shall maintain the strictest confidentiality in respect of all information acquired as a result of my involvement in the evaluation process of the above-mentioned call, as well as any information relating specifically to the object of this call.

I undertake neither to disclose such information to any unauthorized person who does not already have right of access to such information, nor to discuss it with any person in any public place or where others could overhear it.

I furthermore undertake to use this information only in the context, and for the purposes of, the evaluation of this specific call.

After the conclusion of the evaluation I undertake not to retain copies of any written information, as well as any templates or models used in the course of my duties.

I understand that any unauthorized disclosure by me will result in the termination of my role as a member of this Evaluation Committee and may also render me liable to legal action.

I undertake to maintain this duty of confidentiality after the conclusion of my term as a member of this Evaluation Committee.

Name	Function	Signature

Signature:.....

Date:.....



## Annex D

### Notice of changes to procurement procedures manual

Issued by: \_\_\_\_\_

Issue date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Effective date: \_\_\_\_\_

This notice changes section \_\_\_\_\_ on page(s) \_\_\_\_\_

Type of changes: (check one)

- Additional requirements ☐
- Deletions ☐
- Revisions ☐
- Descriptions ☐



## **Annex E**

### **Corporate Credit Cards Acceptance and Undertaking Form (CCCAUF)**

I, the undersigned, hereby declare that I understand and accept the terms and conditions of use and my role as an EDCTP corporate credit card holder.

I understand that I am personally liable for any expenditure charged to the credit card that does not comply with the above terms and conditions. I undertake to repay any such sums to EDCTP immediately.

Name of card holder: \_\_\_\_\_

Job title: \_\_\_\_\_

Signature of card holder: \_\_\_\_\_

Date: \_\_\_\_\_



## Annex F

# Corporate Credit Card Expenses Form

Dates from: \_\_\_\_\_ to: \_\_\_\_\_

Transaction date	Description	Supplier	Currency & value (for non-Euro transaction)	Amount in Euros	Date the transaction appears on statement
	Total				

I declare that all expenditure listed in the table above relates to expenditure incurred in the course of EDCTP business and is in accordance with the EDCTP terms and conditions for credit card use.

Name of card holder: \_\_\_\_\_

Job title: \_\_\_\_\_

Signature of card holder: \_\_\_\_\_

Date: \_\_\_\_\_



## Annex G

### Purchase order

No.:  
Date:

Supplier name:

Requested by:

Country of purchase:

Currency:

VAT included or not (yes/no): Choose an item.

Method of payment (BACS or Credit card): Choose an item.

Please supply the under-mentioned goods/services to EDCTP:

QTY	Description	Unit Price	Value
Total			

-----  
Requested by:

-----  
Date:

-----

-----

Approved by:

Date:



## Annex H

### Purchase Requisitions

No.:

Date:

Requester name:

Supplier name:

QTY	Description	Unit Price	value €
Total			

-----  
Requested by:

-----  
Date:

-----  
Approved by:

-----  
Date:



# Annex I

## Terms of Reference (TOR) Template

### Terms of reference

#### [Name of project]

##### Background

The European & Developing Countries Clinical Trials Partnership (EDCTP) is a public-public partnership between, currently, 15 African and 14 European countries. These 29 countries are the members of the EDCTP Association. The Association is the legal structure for the implementation of the second EDCTP programme (EDCTP2; 2014-2024) which is supported by the European Union (EU) under its Framework programme for research and innovation (Horizon 2020). This '[name of activity]' is part of the EDCTP2 programme supported by the European Union.'

EDCTP aims to support high-quality collaborative research to accelerate the development of new or improved medical interventions for poverty-related as well as emerging and re-emerging infectious diseases affecting sub-Saharan Africa. It also supports relevant individual, institutional, national and regional capacities for clinical research as well as research ethics review in sub-Saharan countries.

[Enter brief description of the assignment to be contracted out]

##### Purpose of the assignment and scope of work

[Enter details of the assignment and requirements/deliverables]

##### Procedures and deadline for submission of proposals

The proposal must include a technical and a financial section. The technical section must include the names and qualifications of the personnel that are going to do this assignment, and the proposed approach to the engagement; and the financial section must clearly show the total estimated fee charge for the assignment and how it has been calculated, including a breakdown of the expected man hours and the charge out rate for each proposed team member.

The proposal should be submitted by email to [name and email of person at EDCTP] clearly marked [name of RFP] no later than [DATE].

Further information may be obtained from [name, email, and job title of the contact person at EDCTP] during working hours (Tuesday – Friday, 9.30 -17.30).

*Please note that enquiries and requests for information will be made available (Option 1: FCB (open procedure) [insert to the public on the EDCTP website] (Option 2: LCB) [insert to the other pre-selected suppliers]. Any proposals or enquiries received after midnight [DATE] will not be considered.*

##### Currency of the proposal

The proposed fee shall be in euros.

##### Qualifications of the provider

The provider shall have the appropriate experience and specific expertise necessary to conduct this assignment.

##### Language

Enter the language (s) of the proposal

**Basis of proposal evaluation**

The proposals including a quotation for the services requested will be evaluated based on the following criteria:

- Overall capabilities of the provider to carry out this assignment, including quality of the submitted proposal, the professional qualifications and experience of the team proposed to carry out the assignment (XX%)
- Price in euros, including how it has been calculated or estimated (XX%)

**Declaration of honour on exclusion criteria and absence of conflict of interest**

All tenderers shall complete a declaration of honour form, which is enclosed with the Request for Proposal (RFP), to provide a declaration on their honour, duly signed and dated.

**Outputs**

Deliverables resulting from the services as described under scope of work include:

[\[enter deliverables\]](#)

**Legal framework**

Any subsequent contract shall be governed by Dutch law.

**Timing and Duration**

The assignment is expected to be completed within [\[XX\]](#) weeks after the signature of the contract.

[\[Add table with key activities and dates\]](#)

## Annex J

### Request for Proposal (RFP) Letter Template

Address recipient

Date:

E-mail:

Ref. #:

Subject: Request for proposal and quotation

Dear [Name of Organisation],

I am pleased to inform you that [your firm/Company] has been selected as one of [X number] firms for us to request a proposal from for [state project]. Further details about the proposed assignment are included in the enclosed Terms of Reference.

The criteria and weightings that will be used during the selection process are:

- Overall capabilities and experience of the contractor to carry out this assignment, including: team proposed for the assigned; proposed approach; and experience in carrying out similar assignments [XX%]
- Price in euros, including how it has been calculated [XX%].

The proposal should be submitted by email to [name of person and title] at [emailed address] clearly marked '[name of RFP]' no later than [DATE]. Further information about this request may be obtained from [name of person] by email or phone. Late submissions will not be considered.

Further information may be obtained from [name, email, and job title of the contact person at EDCTP] during working hours (Tuesday – Friday, 9.30 -17.30).

Please note that enquiries and requests for information will be made available (Option 1: FCB (open procedure) [insert to the public on the EDCTP website] (Option 2: LCB) [insert to the other pre-selected suppliers]. Any proposals or enquiries received after midnight [DATE] will not be considered

We look forward to receiving your proposal.

Yours sincerely,

Name  
Position  
EDCTP

Enclosed: Terms of Reference

## Annex K

### Draft Service Provider Contract Template

**[DISCLAIMER: This is a template contract included for reference only. This template in no way binds EDCTP and should a contract be signed between EDCTP and the Contractor other provisions may be added to this contract.]**

This Contract ("Contract") is entered into between the following parties:

On the one part,

the European & Developing Countries Clinical Trials Partnership, EDCTP, ('the **Client**' or EDCTP) having its main offices at Anna van Saksenlaan 51, 2593 HW The Hague, The Netherlands, legally represented by its Executive Director, Dr Michael Makanga, and its Director of Finance and Administration, Mr Abdoulie Barry,

and

on the other part,

[Insert name of contractor and address of contractor], legally represented by [name of legal representative (s)] hereinafter together referred to as 'the **Contractor**,'

The Client and Contractor will hereinafter together be referred to as the parties.

**WHEREAS**, [Insert brief description of the services to be performed: see proposal]

**WHEREAS**, the Contractor is willing to perform these services

**WHEREAS**, the Contractor has the appropriate knowledge, skills and experience to perform these services

THE PARTIES referred to above have agreed to enter into the Contract under the terms and conditions below:

#### Article 1: Services

- 1.1 The Contractor shall perform the services specified in Annex A [Annex A: the proposal] submitted by the Contractor, "[insert title and date of proposal]". The parties agree, as set out in Annex A to implement this project [add specifics following from proposal, if relevant, e.g.: work packages, structure of the project -
- 1.2 The Contractor agrees to adhere to dates specified in annex A and article [Article 3.2: payment schedule] of this contract.

#### Article 2: Term and Termination

- 2.1 The term of this Contract shall commence on the effective date of this Contract (the date the Contract has been signed by both Parties) and continuing through until [insert date: follows from TOR/proposal], or any other period as may be subsequently agreed by the parties in writing.
- 2.2 This Contract may be terminated for Cause by either party with immediate effect. Termination for Cause shall be where a party commits a material or persistent breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 2.3 Either party may terminate this Contract immediately if the other party becomes insolvent.

### Article 3: Payment

3.1 For the services rendered pursuant to Article 1 of this Contract the parties agree that the Client shall pay the Contractor an amount not to exceed € [amount] ([amount in words]). This amount has been established based on the understanding that it includes all of the Contractor's costs and profits as well as any tax obligation that may be imposed on the Contractor.

3.2 The schedule of payments is specified below: [schedule will depend on Proposal]

	Milestone/deliverable	When the payment is due	Payment (%)	Amount (€)
1	Project start	The date of signature of Contract	TBD	TBD
2	(...)	(...)	TBD	TBD
3	(...)	(...)	TBD	TBD
4	(...)	(...)	TBD	TBD
	Total			TBD

3.3 At each payment due date, the Contractor will raise an invoice of the amount due in Euro and shall submit to the Client's Coordinator designated in paragraph 6 of this Contract at the following address:

The EDCTP Hague Office  
P.O. Box 93015  
2509 AA The Hague  
The Netherlands

#### 3.4 Payment conditions

The Client shall make payment in Euros no later than ten (10) working days after the date of receipt of invoice from the Contractor.

#### 3.5 Method of payment

The Client shall make payment into the bank account specified in annex C of this Contract

### Article 4: Ownership of results

The parties agree that [insert results] under this agreement is the sole property of EDCTP. EDCTP has the unlimited right to use such data, tools, technologies and results as EDCTP sees fit.

[Additional/other agreements with regard to ownership, if applicable]

### Article 5: Performance standards

5.1 The Contractor undertakes (i) to perform the Services with reasonable care and skill and (ii) to assign personnel with appropriate skills and experience to perform the Services.

5.2 The Contractor shall promptly replace any employees assigned under this Contract who are not performing to commercially reasonable standards.

5.3 The Contractor will inform the Client without unreasonable delay on becoming aware of any circumstance which could hinder its performance of the Services.

### Article 6: Safety of Data

[If applicable]

### Article 7: Contract Administration

7.1 The Client designates [Insert name: EDCTP contact person], [job title], as Client's Coordinator. The Coordinator will be responsible for the coordination of activities under this Contract, and for receiving, checking and recommending invoices for payment.

7.2 [Insert Contractor's contact person, if applicable]

7.3 The Contractor shall not subcontract any Services hereunder to any third party without Client's prior written approval.

#### **Article 8: Visibility of EDCTP/EU funding**

Unless otherwise agreed, the Contractor, where appropriate, will ensure that any communication or publication related to the services shall:

- a) Indicate EU support
- b) Display the EU emblem
- c) Include the following text:

'[name of activity] is part of the EDCTP2 programme supported by the European Union.'

#### **Article 9: Controls on the Contractor**

EDCTP receives majority of its direct cash funding from the European Union. Payments under this Contract may be subjected to controls (ex-post audits and investigations) by the European Commission, OLAF (The European Anti-Fraud Office), and the European Court of Auditors. The Contractor agrees to cooperate with any such ex-post audits and investigations.

#### **Article 10: Law governing the Contract**

The Contract shall be governed by Dutch law.

#### **Article 11: Dispute resolution**

The parties shall deal with each other in good faith. They agree that in the event of a dispute between them arising from, concerning or in any way relating to this Contract, the parties shall undertake good faith efforts to amicably resolve such dispute between them. In the event that the parties are unable to resolve any such dispute, they agree that the District Court of The Hague, the Netherlands (rechtbank Den Haag) has exclusive jurisdiction as the court of first instance.

For the Client:

Place: The Hague

Date: / 20--

Dr Michael Makanga  
Executive Director

Place: The Hague

Date: / 20---

Mr. Abdoulie Barry  
Director of Finance and Administration

For the Contractor:

Place:

Date: / 20--

[Name legal representative 1]  
[Job title]

Place:

Date: / 20--

[Name legal representative]  
[Job title]

Annex A: Terms of Reference  
Annex B: Bank Account Information