

# **CREATIVE APPROACHES FOR DEVELOPMENT (CAD)**



## **PROCUREMENT**

**Policies & PROCEDURE  
Manual**



**VERSION 2018**

**For Development**





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## ACRONYMS

Admin	Administration
APP	Annual Procurement Plan
BOC	Bid Opening Committee
BOD	Board of Directors
CIA	Chief Internal auditor
CS	Comparative Statement
CSO	Civil Society Organization
EOI	Express of Interest
F &	Finance and Accounts
GRN	Good Receiving Notes
HR	Human Resources
ICB	International Competitive Bidding
IFB	invitation for Bids
LCS	Least Cost Selection
LIB	Limited International Bidding
NCB	National Competitive Bidding
PC	Procurement Committee
PD	Procurement Department
PO	Purchase Order
PS	Project Supervisor
QBS	Quality Based Selection
QCBC	Quality and Cost Based Selection
RFP	Request for Proposal
RFQ	Request for Quotation
RH	Regional Head
RP	Regional Professional
SOW	Scope of Work
SPO	Senior Purchase Officer
TEC	Tender Evaluation Committee
TOR	Terms of References



## DEFINITIONS

"**Cancellation**" occurs when either party ends a contract because of a breach caused by the other. The cancelling party retains any remedy for breach of the whole contract or any unperformed balance. When one party violates the terms and conditions of a contract; the other party has the right to cancel the contract. The entire contract may be rolled back, payments previously made may be refunded, and any remaining obligations are immediately declared null and void.

'**Competent Authority**' for CSOs it means Chief Executive Officer, General Manager or any person who is ultimately responsible for overall operation of organization.

"**Consultancies**" means provision of independent expert advice of a quality at least equal to the applicable professional standards in relation of acquisitions of goods, works and services.

"**Contract**" is any agreement between two or more parties which creates an obligation to perform or refrain from performing some act. Acceptance of a purchase order constitutes a contract.

"**Contractor**" means a person, consultant, firm, company or an organization who undertakes to supply goods, works, services and consultancies

"**Direct Contracting**" is defined as contracting directly with a single contractor when only one contractor is able to meet the requirements due to either technical, legal or monopolistic reasons.

"**Emergency**" means natural calamities, disasters, accidents, war and operational emergencies which may give rise to an abnormal situation that requires prompt and immediate action to limit or avoid damage to person, property or the environment.

"**Fixed Based Selection**" follows a similar process to QCBS but does not include cost weight age mechanism. Assignments for which FBS is considered appropriate include sector studies, market studies, Surveys with limited scope, field studies during project preparation, prefeasibility studies and reviews of existing feasibility studies, social, land acquisition, r environmental surveys, and reviews of technical designs , proposal documents and project benefit monitoring

"**Goods**" means articles and objects of every kind and description including raw materials, product, equipment, machinery, spares and commodities in an form and include services incidental to installation, transport port , maintenance and similar obligations related to supply of goods.

"**Least Cost Selection**" LCS uses procedure similar to QCBS and FBS. Firms submit both a technical and a financial proposal as in QCBS and FBS. Example of assignments for which LCS may be appropriate includes; audits, simple surveys, engineering design and/or supervision of simple construction projects, and routine operation and maintenance work and inspection.

**“Lowest Evaluated Bid”** means a bid most closely conforming to the evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

**“Petty Purchases”** are procurements that are of a routine nature and cannot be accurately budgeted for or predicted due to their recurring nature, including nominally priced items, are classified as petty cash procurements.

**“Quality and Cost Based Selection”** QCBS is the most commonly used method as it gives credit to both quality and cost. CSC should decide for this method when high quality is the prime consideration while cost is a secondary consideration.

**“Quality Based Selection”** QBS is used for highly specialized and complex assignments, where making it difficult to define precise TOR and the required input from the consultants; downstream impact is so large that the quality of services is of overriding or the assignments can be carried out in substantially different ways such that financial proposals may be difficult to compare.

**“Quantum Meruit”** In the law of contracts, a doctrine by which the law infers a promise to pay a reasonable amount for labor and material furnished, even in the absence of a specific legally enforceable agreement between the parties.

**“Services”** means any object of procurement other than goods and works.

**“Request for Proposal”** means set of bidding documents sent to the interested and shortlisted contractors and include at least; i) Letter of Invitation; ii) Invitation to bidders; iii) Terms of Reference; and iv) evaluation criteria.

**“Single Source Selection”** is adopted only in exception cases, in hiring of consultants, where it provides clear advantage on competition in natural continuation, repeat order, emergency and where only one consultant has experience of exceptional worth.

**“Termination”** occurs when either party ends a contract for any reason other than a breach. Any part of a contract that already has been completed will be left alone, but obligations for the future, not yet performed, will cease.

**“Works”** means any construction work consisting of erection, assembly, repair, renovation or demolition of a building or structure or part thereof. Such as, site preparation, excavation, installation of equipment or material and decoration, finishing and include incidental services such as drilling, mapping, satellite, photography, seismic investigation and similar activities.

## **1. PROCUREMENT**

Procurement is the overall process of acquiring goods, works, services and consultancies through purchase, hire or rental. Actions undertaken to carry out procurement are defined as procurement activities. These include all activities from needs identification, planning, forecasting, sourcing, and solicitation of offers, evaluation and review up to award of contracts.

A specified series of procurement activities, which have to be executed in the same manner in order to obtain the same result under the same circumstances, is hereby defined as procurement PROCEDURE.

### **1.1 OBJECTIVES**

The overall objective of manual is to add value to organization and its stakeholders for fulfilling objectives regarding procurement. Undertaking quality procurement means carrying out activities in a manner that best enable an organization to attain general and specific objectives of project (s) in compliance with applicable procurement PROCEDURE. The process should ensure that goods, works, services and consultancies acquired by the organization are obtained in a timely fashion, at the most competitive price and are of the required quality and quantity. The document has been designed to streamline procurement process by specifying relevant controls, defining lines of responsibility amongst respective departments and ensuring consistency with the existing control framework over the organization's business processes.

This manual seeks to achieve the following broad objectives:

- To elaborate the need for efficient and transparent procurement process;
- To specify various types of procurement methods ;
- To indicate appropriate levels of transparency and efficiency through standards and guidelines;
- To formalize policies, processes and rules;
- To ensure maintenance of proper sets of documentation; and
- To guarantee adherence to donor specific requirement regarding procurement.

### **1.2 PURPOSE**

#### **1.2.1 POLICY**

The primary purpose of establishing a procurement function is to ensure that needs of different departments/projects are met in a timely and effective manner. Procurement policies, goals, standards and processes, mentioned later in this manual, also focus and support this core purpose.

#### **1.2.2 PROCEDURE**

This manual describes general intent of the Procurement Department and Procurement Committee for adopting procurement policies and PROCEDURE. By analyzing and applying these specific policies and PROCEDURE, PC shall get clear guidance upon procurement related issues for acquisition of goods, works, services and consultancies; to meet projects and departmental needs.

### 1.3 SCOPE

Procurement PROCEDURE as defined in this manual is applicable for:

1. Goods (Inventory items, assets, consumables and supplies);
2. Works
3. Services
4. Consultancies (An intellectual input from a consultancy firm or an individual consultant)

Unless specifically required by a donor in writing, the guidelines of organizational Procurement policy shall prevail.

### 1.4 PROCUREMENT CYCLE

Procurement generally follows the following cycle:

- i. Requirement Identification;
- ii. Procurement Planning;
- iii. Procurement Requisition Processing;
- iv. Determination of Procurement Method;
- v. Preparation and Publication for Invitation of Bid;
- vi. Bid Proposal Meeting and Site Visit;
- vii. Bid Proposal Submission and Opening;
- viii. Bid Proposal Evaluation;
- ix. Award Recommendation;
- x. Contract Negotiation; and
- xi. Contract Award.
- xii. Contract Management

### 1.5 RESPONSIBILITY FOR IMPLEMENTATION

Overall responsibility of establishing and maintaining a procurement system rests with BOD. However, day to day implementation is to be carried out by the PC and PD which in turn report the status and performance of the procurement function to the Competent Authority.

In case, any of these crucial positions become vacant, the Competent Authority shall make sure that an alternate arrangement should be made to sustain continuity of operations/functions.

### 1.6 CLARIFICATION, UPDATING & ADMINISTRATION

It shall be the responsibility of the Competent Authority to ensure that the manual is constantly updated for meeting changing needs of the organization and governing laws. A master copy of the manual shall be maintained by him in Head Office. Requests for an amendment to the manual may come either from PD or any other department, routed through PD.

The manual shall be presented initially to the BOD for its approval. However, no subsequent amendment can be made to the manual without prior approval of the BOD. Once an amendment request is approved, the "revision" must be communicated to all users of the manual, together, with the effective date of implementation. Holders



must be instructed to extract and destroy superseded pages of their manual.

In the PD, superseded manual sections must be removed from the master copy to a "superseded sections" file with the date of supersession annotated in the relevant section.

## **1.7 CUSTODY AND ACCESS**

This manual shall remain in the custody of the following:

- Head of Administration;
- Head of F&A;
- CIA;
- In Charge HR, and
- In Charge Procurement

All these officials will ensure proper communication and implementation of relevant sections in their respective departments. Copies of the manual should not be provided to any external party without prior written approval of the Competent Authority. Also, access to this manual shall not be restricted from such external parties who are entitled to it in accordance with the provisions of law or by virtue of performance of duties. The manual is property of respective organization and must be returned when the concerned employee leaves the organization or is assigned to a position which does not require its application in day to day operations.

## **1.8 WHO SHOULD USE THE MANUAL**

Predominantly staff of the PD should use this manual for procuring objects of procurement. Also, other departments who are involved in procurement process should abide by all direction in relevant sections.

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## 2. OBJECTIVE AND STRUCTURE OF PROCUREMENT DEPARTMENT

This manual outlines policies and PROCEDURE to be followed by PD staff for managing procurement activities. It includes samples of principal reporting formats and provides detailed instructions for application and usage. In this context, PD shall work to achieve the following objectives:

- To help the organization better manage their services, facility supplies and resources;
- To help employees in their efforts to organize and monitor operations;
- To provide data to organizational staff and donors for planning, monitoring and evaluation;
- To identify reports along with their periodical submission timelines to assist the management in decision-making;
- To Identify responsibilities of procurement personnel with respect to respective reporting responsibilities;
- To ensure that procurement personnel discharge their responsibilities in accordance with the guidelines provided in this manual; and
- To ensure that proper delegation of duties and authorities facilitates personnel in performing their due roles effectively.

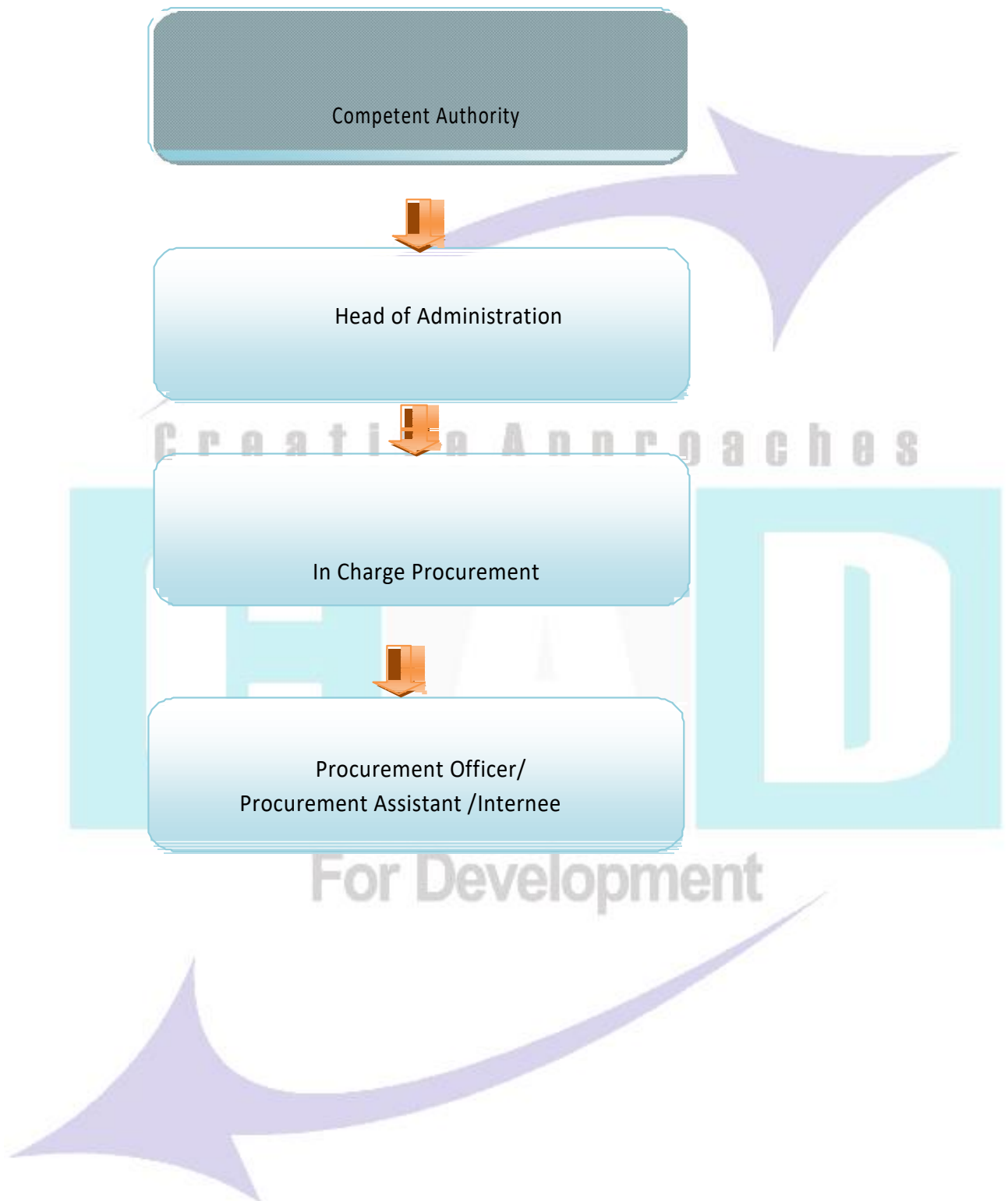
### 2.1 RESPONSIBILITIES OF PROCUREMENT DEPARTMENT (PD)

PD shall manage procurements for projects and departmental needs. Specific responsibilities of the department include:

- Procurement planning;
- Procurement of all goods, works, services and consultancies;
- Raise requisition in accordance with the approved procurement plan;
- Advertise RFP/RFQ/IFB where applicable;
- Solicit a quotation from the pre-qualified contractor as and when applicable; and
- Manage the overall procurement function.

### 2.2 STRUCTURE OF PD

The functional organogram of the PD is presented below, reflecting the reporting lines of all related positions:



### **3. PRINCIPLES OF PROCUREMENT**

Procurement should be based on three basic principles:

1. Best value for money;
2. Fairness and transparency through open competition; and
3. Economy and effectiveness.

#### **3.1 BEST VALUE FOR MONEY**

Best value for money implies that there exists a trade-off between price and performance which provides greatest overall benefit under a specified selection criterion. Application of this principle in procurement process means selection of an offer which presents optimum combination of factors such as appropriate quality, timely delivery of goods, works, services, life-cycle costs and other parameters that best meet defined needs. It is not necessarily the same as selecting the lowest price option, but rather representing the best return on investments; by taking into consideration the evaluation criteria specified in the solicitation/bidding documents. It requires an integrated assessment of technical, commercial, organizational and pricing factors in light of their relative significance. In addition to this, social, environmental, and strategic objectives defined in the legal agreement with the client must also be taken into account. The principle of best-value-for-money is applied throughout the procurement process in order to attract the offer that most effectively meets the stated requirements of the end user.

In order to obtain best value for money, one should:

- Maximize competition;
- Simplify the tendering process while minimizing financial risk factors for the organization;
- Carefully establish the evaluation criteria (in order to select the offer with the highest expectation to meet client's needs in accordance with the evaluation parameters set in the tender documents);
- Consider all costs (including those other than the direct ones; e.g., life cycle costs, maintenance costs, sustainable procurement considerations);
- Ensure impartial and comprehensive evaluation of offers in a timely manner; and
- Ensure selection of the contractor whose offer enjoys the highest degree of realism and whose performance is expected to best meet specified requirements at the lowest possible cost to the organization.

#### **3.2 FAIRNESS AND TRANSPARENCY THROUGH COMPETITION**

Competition is the basis for fairness and transparency in the procurement processes. No restrictions should be placed on contractors participating in competition. Standard policies and PROCEDURE should be evenly applied for both principal and



alternative methods of procurement. In addition to that, RFP/RFQ and evaluation criteria should not be biased towards a particular contractor. To achieve the best value for money, the procurement must be conducted on a basis of clear and appropriate regulations, rules and PROCEDURE; applied consistently to all potential contractors. The manner, in which the procurement process is carried out, must provide an assurance of fairness of process to all internal and external stakeholders of the organization.

### **3.3 ECONOMY AND EFFECTIVENESS**

Economy and effectiveness refer to the extent to which organization is successful in carrying out its procurement operations, ensuring the right quantity and quality at the right time and at the right price, and also the extent to which overall costs of conducting the procurement process is minimized in the interest of the organization.



## **4. ETHICAL STANDARDS IN PROCUREMENT**

### **4.1 OBJECTIVE**

Uphold ethical standards, protect integrity, and ascertain fairness and transparency in the procurement process.

### **4.2 CONFLICT OF INTEREST**

Organization should treat all contractors in a fair and equitable manner in line with the principle of fairness, integrity and transparency. Nothing can prevent contractors from competing for business on a fair, equitable and transparent basis. Therefore, personnel involved in procurement activities are not only responsible for protecting the integrity of the procurement process but also maintaining fairness in the treatment with all contractors.

Organization must ensure that personnel involved in the procurement process abide by the following code of conduct:

- During the pre-solicitation phase, no one must allow contractors access to specific, privileged information on a particular acquisition before such information is available to the business community at large;
- During the solicitation phase, all contractors should receive identical information. Any clarifications to the solicitation/bidding documents must be provided at approximately the same time, in writing, to all contractors;
- Specifications should be linked to function and to performance as much as possible;
- Conformance specifications must only be used when necessary. These must neither include conditions limiting competition nor be unnecessarily restrictive, as this may discourage competition;
- Individuals having a personal or financial interest with contractor(s) responding to a solicitation are prohibited from any involvement in the procurement process; and
- The evaluation criteria specified in the solicitation documents must be applied in the same manner for each offer. Under no circumstances shall new evaluation criteria, not mentioned in the solicitation documents, be introduced during the evaluation process.

#### **4.2.1 REASON FOR OCCURRENCE OF CONFLICT OF INTEREST**

- When procurement personnel's private interests such as outside professional relationships or personal financial assets interfere or appear to interfere with the proper performance of his or her professional functions or obligations. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other activities and affiliations while in the service of organization, employment after retirement from service or the receipt of a gift that may place relevant staff

in an obligatory position.

- The use of organizational assets, including human, financial and material assets or the use of office or knowledge gained from official functions for private gains.
- Where associated staff are seen to benefit directly or indirectly or allow a third party including family, friends or someone they favour, to benefit from organization's internal decisions.
- If any among the personnel believe that s/he may have a conflict of interest, s/he shall promptly and fully disclose the conflict and shall refrain from participating in any way in the matter to which the potential conflict relates, until the conflict has been resolved.

### **4.3 CONFIDENTIALITY**

Procurement related information is considered confidential. It includes any documentation or information which is part of the procurement process-not publicly available- and its disclosure may:

- Place the contractor of the organization at a disadvantage; or
- Provide an unfair advantage to a contractor; or
- Adversely reflect upon the reputation and integrity of the organization.

#### **4.3.1 CODE OF CONDUCT FOR CONFIDENTIALITY**

- Disclosure of procurement related confidential information should not occur as it may seriously jeopardize the competitiveness of procurement, the principle of fairness and the credibility.
- Staff should not allow any contractor's access to information for a particular acquisition before such information is available to the business community at large; and
- Staff should not disclose any proprietary or source information directly or indirectly to any person other than the person authorized to receive such information.

#### **4.3.1 COMPETITION**

All employees should treat all bidders and contractors with fairness and impartiality, and avoid any business arrangement that might prevent the effectiveness of fair competition.

#### **4.3.2 BUSINESS GIFTS**

No employee should accept business gifts from current or potential contractors of the PD unless such gifts are of an intrinsically low or no commercial value such as a calendar or business diary.

#### **4.3.3 HOSPITALITY**

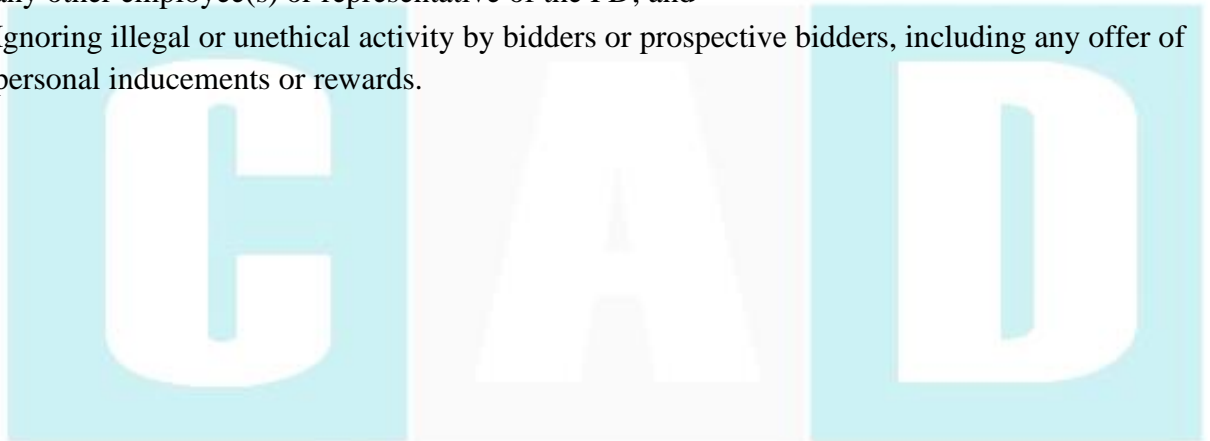
All employees should refrain from accepting any hospitality from potential contractors that might be seen to influence decision-making.

#### **4.3.4 REPORTING**

All employees are duty bound to report any unethical conduct by a colleague/ bidder /contractor to

their superiors or to auditors. Examples of unethical conduct include:

- Revealing confidential or inside information either directly or indirectly to any bidder or prospective bidder;
- Discussing a procurement with any bidder or prospective bidder outside the ambit of official rules and PROCEDURE;
- Favouring or discriminating against any bidder or prospective bidder while drafting technical specifications, standards or evaluation of tenders;
- Destroying, damaging, hiding, removing or improperly forging any official procurement document;
- Accepting or requesting any money, travel, meals, entertainment, gifts, favours, discounts or anything of material value from bidders or prospective bidders;
- Discussing or accepting future employment with a bidder or prospective bidder;
- Ignoring evidence that Code of Ethics has been violated by member(s) of the PC, BOC or any other employee(s) or representative of the PD; and
- Ignoring illegal or unethical activity by bidders or prospective bidders, including any offer of personal inducements or rewards.



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## **5. METHODS OF PROCUREMENT**

Procurement can be categorized into the following two broad types:

- Procurement through Open Competition Method
- Procurement through Alternative Methods of Procurement

### **5.1 PROCUREMENT THROUGH OPEN COMPETITION**

It is principle method of Procurement and further sub classified into International Competitive Bidding and National Competitive Bidding.

#### **5.1.1 INTERNATIONAL COMPETITIVE BIDDING (ICB)**

Wherever effective competition is non-existent due to a lack or absence of domestic capacity, efforts shall be made to pursue for international competition. The reason for conducting ICB is to provide all eligible and qualified prospective bidders adequate and timely notification of requirement; so as to give them equal access and fair opportunity to compete for contracts for goods and services required.

##### **5.1.1.1 LIMITED INTERNATIONAL BIDDING (LIB)**

LIB is essentially an ICB by direct invitation without open advertisement. It may be an appropriate method of procurement where; a) there is limited number of contractors, or; b) other exceptional reasons may justify departure from full ICB PROCEDURE. Under LIB, PD shall seek bids from a list of potential contractors detailed enough to assure competition; such a list includes all contractors when the number of the same is limited.

#### **5.1.2 NATIONAL COMPETITION BIDDING (NCB)**

Under this method, bids are called by advertising tenders on organization's website or in local newspapers or both, against financial thresholds, by stating its requirements and issuance of bid documents. Decision of publication medium is sole discretion of PC. It is further sub categorized as:

##### **5.1.2.1 SINGLE STAGE – ONE ENVELOPE PROCEDURE**

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened by the BOC, as notified. The technical proposal will be evaluated by the PC according to the criteria mentioned in the bidding document.

##### **5.1.2.2 SINGLE STAGE – TWO ENVELOPE PROCEDURE**

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately financial and technical proposal. It shall be clearly marked on envelopes "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" to avoid any confusion while opening the bid. PC shall open only technical proposal on a pre decided date.



PC shall evaluate all proposals according to the criteria mentioned in bidding documents and has an authority to reject proposal(s) not meeting technical specifications. No amendments shall be entertained during technical evaluation by PC and only bidders having score above threshold limits, mentioned in the bidding documents, and shall be considered eligible for financial evaluation. This threshold limit ranges to any percent and must be communicated in advance to bidders along with the evaluation criteria. Within bid validity period, PC shall open financial proposals of the technically accepted bids only. Financial proposal of bid(s) found technically below threshold shall be returned to respective bidders. Financial bids shall not be evaluated but adjustments will be made for arithmetical corrections and the lowest evaluated bid shall be accepted.

#### **5.1.2.3 TWO STAGE BIDDING PROCESS**

As the title elaborates this procedure has two stages. In the first stage, after receiving tender notice or EOI of required specifications, bidders shall first submit a 'TECHNICAL PROPOSAL' without price. PC shall evaluate it and discuss any deficiencies and unsatisfactory technical features with bidders; according to the criteria mentioned in RFQ/RFP. Bidders whose bids are below technical specifications are allowed to submit revised 'TECHNICAL PROPOSALS' to meet requirement of that particular inquiry. However, bidders who are not willing to revise their technical specifications are allowed to withdraw from the tendering process without forfeiture of bid security (if any). PC may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria not inconsistent with these rules. Such allowance of time shall not be less than fifteen (15) days in the case of NCB and thirty (30) days in the case of ICB.”

In the second stage, bidders who agreed to submit revised proposal shall be invited to submit a revised technical proposal along with the financial proposal. Revised 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL' shall be opened in front of bidders or their representatives, on a decided schedule which will be communicated to all stakeholders. Lowest evaluated bid shall be accepted for award of contract.

#### **5.1.2.4 TWO STAGE – TWO ENVELOPE PROCEDURE**

In the first stage bid shall consist of single package containing two separate envelopes; marked as 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL'. PC shall open the envelope containing information about technical specification. However the envelope 'FINANCIAL PROPOSAL' shall remain in the custody of PD. 'TECHNICAL PROPOSAL' shall be opened and discussed with bidders with reference to specific technical requirements. PC shall evaluate technical proposal as per criteria indicated in the RFQ/RFP. PC may discuss with bidders regarding any deficiencies and unsatisfactory technical features. Bidders willing to confirm their bids to the revised technical requirements of the procuring agency shall be invited to submit a revised technical proposal along with the financial proposal.

In the second stage after agreement between the organization and bidders on technical requirements, bidders who are willing to conform to the revised technical specifications and

whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the technical requirement. The revised 'TECHNICAL PROPOSAL' along with the original 'FINANCIAL PROPOSAL' and supplementary 'FINANCIAL PROPOSAL' shall be opened at a date, time and venue announced in advance by the organization. PC shall give sufficient time to bidders to incorporate all agreed upon changes in technical bid and subsequent revision of financial bid. The organizations shall evaluate the whole proposal in accordance with the evaluation criteria and the bid found to be the lowest evaluated shall be accepted.

## **5.2 ALTERNATIVE METHODS OF PROCUREMENT**

### **5.2.1 PETTY PURCHASES**

PD will make petty purchases if procurement is below the financial limit of twenty five thousand rupees (PKR 25,000). At least three quotations are required for the purchases up to this limit and indent request should be approved by In charge Procurement

### **5.2.2 REQUEST FOR QUOTATION**

This type of procurement includes purchase of consumables, office stationery, minor repairs and maintenance etc. For these type of objects normal procurement PROCEDURE is time consuming and cost ineffective:

Before using this procurement method, it shall be ensured that:

- Object(s) of has standard specifications;
- Minimum three quotations have been obtained; and
- Object of the procurement is purchased from the contractor offering the lowest price.

### **5.2.3 DIRECT CONTRACTING**

Organization may engage in direct contracting, if one of the following conditions exists:

- Procurement relates to the acquisition of spare parts or supplementary services from the original manufacturer or contractor. Those spare parts and supplementary services are not available from alternative sources;
- Only one manufacturer or contractor exists for the required procurement;
- Where material supplied by other contractor have different technical specifications or characteristics and would be technically incompatible for maintenance purposes;
- The procurement is a repeat order for an amount not exceeding fifteen percent of the original procurement;
- For reasons of extreme urgency, emergency or events unforeseen by the organization, the time limits specified for open and limited-bidding methods cannot be met. Circumstances invoked to justify extreme urgency must not be attributable to the organization;
- When the price of goods and services is fixed by the government or any other authority, agency or body duly authorized by the Government on its behalf;

- Purchase of motor vehicle/motor cycles from local original manufacturers or authorized agents of a manufacturer at manufacturer’s price;
- Procurement relates to an item that was purchased within the year preceding the date, a procurement process is initiated using appropriate competition and market price of the item that has not been subject to major adjustments; and
- Any other situation in which the procurement officer believes that cost of competitive purchase exceeds the benefit of competitive price expected to be obtained

#### **5.2.4 NEGOTIATED TENDERING**

Organization may engage in negotiated tendering with one or more contractors with or without publication of procurement notice. This PROCEDURE shall be used when only when:

- The supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- For technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular contractor;
- For reasons of extreme urgency brought about by events unforeseeable by the procuring agency, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring agency.

Any organization desirous of using alternative methods of procurement shall record its reasons and justifications in writing for resorting and shall place the same in record, for future reference.

#### **5.3 SIGNIFICANT PROCUREMENT POLICIES**

Unless otherwise specifically agreed with the donor, the following shall be [CSO’s] policy. The Procurement s will be divided in the following categories:

- Petty Procurements up to PKR. 25,000;
- Procurements up to PKR. 25,000 to 50,000;
- Procurements up to PKR.50,000 to 100,000; and
- Procurement exceeding PKR.100,000.

#### **5.4 APPROVING AUTHORITY**

Approving Authorities regarding value of the items to be procured will be as:

<b>APPROVING AUTHORITY AND THEIR LIMITS</b>	
<b>Estimated Amount</b>	<b>Approving Authorities</b>
Upto PKR 25,000	In Charge Procurement
PKR 25,000 to 50,000	Departmental Head/RH/Equivalent
PKR 50,000 to 100,000	Competent Authority
Above PKR.100,000	Competent Authority/BoD

Note: Every change in policy/practice will require specific approval from the BOD.



## 6. PROCUREMENT AND BID OPENING COMMITTEES

Committees shall be established for smooth and transparent execution of procurement process.

### 6.1 PROCOUREMENT COMMITTEE

The Competent Authority shall nominate members who constitute the PC, which has the mandate to run and supervise procurement operations. The PC will consist of the following members:

- Competent Authority;
- Head of F&A;
- Head of Administration;
- In Charge Procurement; and
- Authorized Representative of the user Department.

### 6.3 BID OPENING COMMITTEE

Bid Opening Committee will constitute the following members:

- Finance Representative;
- Admin Representative;
- In Charge Procurement; and
- Authorized representative of the user Department.

NOTE: In case any member of the abovementioned committees is unable to attend meeting, the head of respective committee may decide to opt for another person to participate, in the committee(s) meeting, in the absence of that member.

### 6.5 TERMS OF REFERENCE FOR PC

PC will be responsible for the following:

- To finalize criteria for evaluation of options based on user requirements;
- To develop provisional contractual framework in consultation with legal advisor, where necessary;
- Preparation of bidding documents;
- Ensuring that the RFQ/RFP/Bid/ Proposal is circulated in accordance with the approved policy;
- Timely response to queries of the contractors intending to submit quotation/bid;
- Appointment of the BOC, a committee separate from PC;

- Evaluation of the bids/quotations against established criteria and preparation of short listing of contractors;
- Validation of bids/quotations through benchmarking and walkthroughs etc.;
- Preparation of CS for shortlisted contractors;
- Conducting negotiations with selected contractor, if necessary;
- Bids/quotations evaluation report;
- Selection of the contractor for procurement of an item based on evaluation as well as approval of the competent authority;
- Preparation of contract in consultation with legal advisor for procurement, where necessary;
- Ensuring transparency and fairness in all its responsibilities; and
- Such other responsibilities as assigned by the Competent Authority.

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## 7. PROCUREMENT PROCESS OVERVIEW

For effective and efficient implementation of procurement processes, advance procurement planning is an important factor. Procurement planning is generally done in the following four steps/phases:

- Step One: Needs Assessment
- Step Two: Pre - Procurement
- Step Three: Procurement
- Step Four: Post- Procurement

This section briefly explains these four steps, whereas detailed processes, actions and decisions to be taken will follow in the subsequent sections. Each step in the procurement process defined above consists of several activities, which are briefly outlined in this chapter.

### 7.1 NEED ASSESSMENT

#### 7.1.1 IDENTIFICATION OF GOODS AND SERVICES

Needs with complete specifications of all goods, works, services and consultancies to be procured are identified and included in the APP after obtaining necessary approvals from the designated authority.

#### 7.1.2 PLANNING FOR PROCUREMENT

This step entails procurement planning in accordance with quantities approved by the designated authorities with respect to availability of funds.

#### 7.1.3 PROCUREMENT REQUEST

This step deals with procurement related requests that are generated in accordance with the approved Procurement Plan.

### 7.2 PRE-PROCUREMENT

After receiving procurement requests, PC will initiate the pre-procurement PROCEDURE as outlined hereunder:

#### 7.2.1 INVITATION FOR BIDS/QUOTATIONS

Keeping in view the nature of requirements and estimated costs, In Charge Procurement shall invite multiple bids/quotations.

### **7.2.2 COMPARATIVE STATEMENT**

Upon receipt of quotations from contractors, PC will ensure the preparation of comparative statements briefly outlining particulars of each bid received for the purpose of analysis.

### **7.2.3 EVALUATION AND SELECTION OF BIDS/QUOTATIONS**

PC will technically and financially evaluate bids/quotations in accordance with the criteria and specifications laid down in the bidding documents.

### **7.2.4 APPROVAL AND AUTHORIZATION**

Approval and authorization of procurements rests with the PC.

## **7.3 PROCUREMENT**

After the selection of a contractor, executing procurement is the third phase of the Procurement Cycle. The activities of this phase are given below:

### **7.3.1 PURCHASE ORDER**

After the approval of the PC, PO shall be prepared and finalized with the contractor. It will contain all relevant terms and conditions that are applicable to a particular procurement transaction.

### **7.3.2 INTERNAL AND EXTERNAL DISTRIBUTION OF PURCHASE ORDER**

Copies of the PO shall be distributed to all concerned departments for maintenance of records and recording of transactions.

### **7.3.3 ORDER CANCELLATION**

In Charge Procurement shall notify the contractors regarding cancellation of order upon request of the relevant Departmental Head. However, all such cancellations will be subject of review by the PC.

## **7.4 POST-PROCUREMENT**

The last phase of the procurement cycle is known as “Post Procurement” and consists of following activities:

### **7.4.1 MONITORING**

Subsequent to placing the order, In Charge Procurement is responsible for monitoring and follow-up of all pending orders up till delivery of goods at designated sites.

### **7.4.2 INSPECTION**

The designated staff of the Admin department will carry out inspection of goods received.

#### **7.4.3 ACCEPTANCE/REJECTION**

The goods which are as per specification and requirements will be accepted and entered in GRN.

#### **7.4.4 TAX EXEMPTIONS AND LEGAL FORMALITIES**

If organization under certain circumstances is exempt from certain Local/Provincial/Federal taxes, the exemption certificates/documents will be provided to the contractor.

#### **7.4.5 CLEARANCE OF BILLS**

On clearance of goods received and delivery of contractor's invoice, F&A Department will process the request for payment according to the terms agreed upon in the PO under guidance of the F&A manual.

#### **7.4.6 CONTRACTORS APPRAISALS**

The PC is also responsible for ensuring that agreements entered with respect to goods, works , services and consultancies are executed. Complete supporting documents for contractors who do not perform, must be filed for further reference and legal proceedings, if any.



## 8. ANNUAL PROCUREMENT PLANNING (APP)

### 8.1 OBJECTIVE

For efficient, effective and timely implementation of organization operations with respect to availability of funds, advance procurement planning is essential.

### 8.2 POLICIES

- A complete set of records shall be maintained with respect to all procurement needs;
- The most efficient and effective options shall be considered for procurement;
- Only the best suitable options will be accepted;
- Each Departmental Head/RH/Project Head shall be responsible for determination of procurement needs for the upcoming financial year based on Annual Plan/Budget;
- Competent Authority shall ensure preparation of a Consolidated APP;
- Business Plan/budget shall be presented to the Competent Authority for approval;

The APP shall be communicated to the In Charge Procurement for its timely execution.

### 8.3 APPROVING AUTHORITY

The Consolidated procurement plan shall be approved by the Competent Authority.

### 8.4 PROCEDURE

Sr. No	PROCEDURE For APP	Responsibility
1.	Every Departmental/Project/ Regional Head will provide his/her procurement needs of goods, works services and consultancies before commencement of a financial year on <b>Purchase Requisition Form "Annexure P-01"</b> to Head of Administration for consolidation in APP.	Departmental/Project Head
2.	Head of Administration shall ensure that departmental procurement needs are in line with the overall business plan/Annual Budget.	Head of Administration
3.	Procurement Officer/Staff will translate procurement needs of individual Departments into a consolidated APP along with relevant timelines in association with Head of F&A.	Procurement Officer
4.	This APP will be reviewed and approved by Competent Authority; to ensure consolidation of overall organizational plans and coverage of all functions.	Competent Authority

5.	<p>The Consolidated APP will be circulated to the following individuals:</p> <ul style="list-style-type: none"> <li>• Competent Authority;</li> <li>• RHs;</li> <li>• Head of F&amp;A;</li> <li>• Head of Administration; and</li> <li>• In charge Procurement</li> </ul>	PD
6.	<p>Fifteen days prior to commencement of each quarter, all Departmental Heads will communicate their procurement needs for the up-coming month to the Procurement Officer by using an <b>Indent Request Form "Annexure P-02"</b>.</p>	Departmental Heads
<b>Revision in Approved APP</b>		
1.	<p>In case any procurement need is identified during a year on account of a new project/change in the need/operational plan, these will be presented to the Head of Administration for further approval of Competent Authority.</p>	Competent Authority

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## **9. GENERAL PROCUREMENT**

### **9.1 OBJECTIVE**

Ensure that procurement complies with the principles of transparency, effectiveness and efficiency through competition, where necessary.

### **9.2 POLICIES**

- In cases where requirements cannot be quantitatively and qualitatively expressed in terms of specifications at the time of solicitation of quotations / bids, Request for Information may precede the RFQ or bids. The organization may have identified a need but has no clear idea of technical specifications included describing the desired product. In such case, a number of contractors shall be requested to send brochures or other materials describing the product(s)/ work(s)/service(s) in question. Issuing an EOI can be a useful first step towards obtaining goods or services in rapidly evolving fields such as communication technology.
- Prior to floating tenders, invitation to proposals or offers in procurement proceedings, organization may engage in pre-qualification of bidders for goods, services, civil works, and turnkey projects to ensure engagement of financially and technically capable firms in case of procurement of costly and technically complex equipment. Such pre-qualification shall be based upon the ability of interested parties to perform that particular work satisfactorily. Therefore, while engaging in pre-qualification, the following factors may be taken into consideration:
  - Relevant experience and past performance;
  - Capabilities with respect to personnel, equipment, and plant;
  - Financial position;
  - Appropriate managerial capability; and
  - Reference check on past performance of contracts with other organizations.

It shall be ensured that invitations to bid are extended only to those who have adequate capabilities and resources. The Head of Admin shall approve the use of pre qualification processes when:

- Preparation of bidding document/RFQ/Proposal is an essential step to assist bidders in providing their bid submissions. The documents should clearly and precisely state the work to be carried out, the location of work, goods to be supplied, place of delivery or installation, schedule for delivery or completion, minimum performance requirements, warranty and maintenance requirements as well as other pertinent terms and conditions.



In addition to that bidding documents, where appropriate, shall define tests, standards, methods and drawings that will be employed to judge conformity with stated specifications of equipment;

- Invitations via advertising must accurately and completely describe requirements of the organization. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders are prohibited. Invitation shall include all related documents (whether attached or incorporated by reference) needed by prospective bidders for bidding purposes;
- Quotations shall be received for procurements through open completion and alternative methods of procurement;
- Quotations shall be received from at least three contractors for all procurements; and if three quotations are not available then strong justification should be provided.
- PO is mandatory for all purchases above PKR 25,000;
- Sealed quotations shall be received from at least three contractors for procurements ranging from PKR 25,000 and above. RFQ/RFP is issued to the approved contractors.
- Publication of procurements exceeding PKR 50,000 (Rupees Fifty thousand Rupees) shall be in print medium or on organization's website. The decision for publication is subject to the approval of PC.
- **Single Stage One Envelope bidding PROCEDURE shall ordinarily be employed in the main open competitive bidding PROCEDURE used for most procurements.**
- Single stage two envelope bidding PROCEDURE shall be used where the bids are to be evaluated on technical and financial grounds and price is to be taken into account after the technical evaluation.
- Two Stage Single Envelope bidding PROCEDURE shall be adopted in large and complex contracts where technically unequal proposals are likely to be encountered or where the organization is aware of its options in the market but, for a given set of performance requirements, there are two or more equally acceptable technical solutions available to the procuring agency.
- Two Stage Two Envelope bidding method shall be used for procurement where various possibilities may exist, such as for certain type of machinery or equipment.
- Main purpose of the pre-bid meeting is to allow potential bidders to ask questions and request clarifications. Attendance at the pre-bid meeting is typically not mandatory. However, pre-bid meeting minutes, which may include amendments to bidding documents, (either to clarify or modify based on feedback) are distributed to all bidders that purchased the bidding documents including those who could not attend the pre-bid meeting. All participants are required to register (i.e., provide their name, position, company and contact details) to enable organization to subsequently distribute pre-bid meeting minutes.
- It is helpful to initiate discussion at the pre-bid meeting with a brief introductory presentation outlining main features of the project and key elements of the bidding process and the bidding requirements.

### 9.3 PROCEDURE

Sr. No.	PROCEDURE	Responsibility
1.	If a RFQ/Bid/Proposal is to be issued, PC will act accordingly. However, at that time the Competent Authority shall consider whether any alternative method of procurement is applicable. If this is the case, s/he will use the PROCEDURE applicable to alternative methods of procurement.	Competent Authority
2.	If the list of approved contractors have been maintained then <b>Letter Of Request for Quotation "P-04"</b> will be forwarded directly to approved contractors.	In Charge Procurement
3.	PC will use the requirements of the user to develop criteria against which options are evaluated. Such criteria include: <ul style="list-style-type: none"> <li>• Minimum business requirements;</li> <li>• PROCEDURE for measuring degree of fit to functional, technical and performance objectives;</li> <li>• Manner in which contractor's representation will be validated, e.g. walkthroughs and demonstrations, benchmarks, site visits of existing customers, etc;</li> <li>• Required financial and technical strength of contractor;</li> <li>• Weighting system that will facilitate assessment of relative strengths and weaknesses.</li> </ul>	PC
4.	In case of high value purchase items, and especially in purchases of items that commit the CSO to a long-term relationship with a contractor, the PC will develop a provisional contractual framework under which the items will be procured so as to provide reference at the time of negotiation with the contractor.	PC
5.	PC will prepare the RFQ/bid, which will specify at the minimum: <ul style="list-style-type: none"> <li>• Requirements of the user</li> <li>• Contractual conditions</li> </ul>	PC

	<ul style="list-style-type: none"> <li>• Format of quotations/bids</li> <li>• Time, place and manner of submission of bids/quotation</li> <li>• Contact person in organization</li> </ul> <p>In case of invitation to bid, bidding documents shall, at the minimum, include the following:</p> <ul style="list-style-type: none"> <li>• Invitation to bid;</li> <li>• Instruction to bidders;</li> <li>• Form of bid;</li> <li>• Form of contract;</li> <li>• General or special condition of contract;</li> <li>• Specifications and drawings or performance criteria;</li> <li>• List of goods or bills of quantities;</li> <li>• Delivery time or completion schedule;</li> <li>• Qualification criteria;</li> <li>• Bid evaluation criteria;</li> <li>• Format of all securities required;</li> <li>• Details of standards if they are to be used in assessing the quality of goods, works or services performed; and</li> <li>• Any other details inconsistent with these rules that the organization may deem necessary.</li> </ul>	
6.	PC will forward the RFQ/bid to PD for circulation.	PC
7.	PD will circulate the RFQ/Bid in accordance with the policy, taking value, significance and complexity of item being purchased, into consideration. In case of Request for Bid, PD will provide a set of bidding documents on request and payment (if any).	PD or In Charge Procurement

## 10. ALTERNATIVE METHOD OF PROCUREMENT

### 10.1 PETTY PURCHASE POLICIES

Petty purchases are made from the market without the need to issue a purchase order.

#### 10.1.1 PROCEDURE

Sr. No.	PROCEDURE	Responsibility
1.	Relevant staff of user departments will seek approval from the In Charge Procurement after recommendation of Departmental Head.	User
2.	Departmental Head will ensure that objects of procurement are backed with sufficient justification.	Departmental Head
3.	Where items are not approved in the approved procurement plan, the departmental head will seek approval from the competent authority before sending a requisition to the PD.	Competent Authority
4.	After seeking approval, the Departmental Head will send the requisition, through Indent request form P-04 to In Charge Procurement.	Departmental Head
5.	The In Charge Procurement will ensure procurement of items.	In Charge Procurement

### 10.2 REQUEST FOR QUOTATION

Expedite the procurement process for objects of procurement having standard specification.

#### 10.2.1 OBJECTIVE

Request for quotation is applicable if the conditions mentioned in section 5.2.2 prevail.

Sr. No.	PROCEDURE	Responsibility
1.	PD will analyze the requirements of the user in accordance with applicable PROCEDURE and consider whether 'Request For Quotation' is applicable and the ground on which it is applicable.  In case where 'Request For Quotation' is applicable, In Charge Procurement shall use reference of ground on which s/he considers that it is applicable. S/He will give his approval and shall forward it to Head of Administration.	PD

2.	In accordance with applicable PROCEDURE and approval limits, PD will obtain the approval for the purchase of items.	PD
3.	Head of Admin will review the proposal and, having satisfied himself that RFQ Method is applicable in circumstances, grant approval of the purchase.	Head of Admin
4.	PD will enter into negotiation for procurement with selected contractors, depending on grounds of approval.	PD
5.	Once negotiations have been finalized, PD will place an order by sending a PO and follow PROCEDURE that are applicable to procurement.	PD

### 10.3 DIRECT CONTRACTING

#### 10.3.1 OBJECTIVE

To simplify and expedite the procurement process where competitive procurement conflict with basic principles of efficiency and effectiveness and also, the urgency of the situation.

#### 10.3.2 POLICIES

Direct contracting is only used when one of the conditions mentioned in Section 5.2.3 applies:

Specific approval of Competent Authority will be required for purchase through direct contracting. However, in case of items regularly procured in the normal course of business, Competent Authority may approve any procurement of such an item for a period of up to one year.

#### 10.3.3 PROCEDURE

Sr. No.	PROCEDURE	Responsibility
1.	PD will analyze the requirements of the user in accordance with applicable PROCEDURE and consider whether 'Direct Contracting' is applicable and the grounds on which it is pertinent. In Charge Procurement shall give reference of those ground, give his approval and shall forward the case to Competent Authority.	PD
2.	In accordance with applicable PROCEDURE and approval limits, PD will obtain the approval for the purchase of items.	PD

3.	Competent Authority will review the proposal and, having satisfied himself that direct contracting is applicable in circumstances, grant approval of the purchase through this method.	Competent Authority
4.	PD will enter into negotiation for procurement with selected contractors, depending on grounds of approval.	PD
5.	Once negotiations have been finalized, PD will place an order by sending a PO and follow PROCEDURE that are applicable to procurement.	PD

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## 10.4 NEGOTIATED TENDERING

### 10.4.1 OBJECTIVE:

To use this alternative method of procurement where there is extreme emergency or for technical and artistic reason

### 10.4.2 POLICIES

This procedure shall only be used when conditions mentioned in Section 5.2.4 prevails. Any organization desirous of using alternative methods of procurement shall record its reasons and justifications in writing for resorting and shall place the same in record, for future reference

### 10.4.3 PROCEDURE

Sr. No.	PROCEDURE	Responsibility
1.	PD will analyze the requirements of the user in accordance with applicable PROCEDURE and consider whether 'Negotiated Tendering' is applicable and the grounds on which it is applicable. In Charge Procurement shall give reference of grounds and shall give his approval and forward the proposal to Competent Authority.	PD
2.	In accordance with applicable PROCEDURE and approval limits, PD will obtain the approval for the purchase of items.	PD
3.	Competent Authority will review the proposal and, having satisfied himself that 'Negotiated Tendering' is applicable in circumstances, grant approval of the purchase through it.	Competent Authority
4.	PD will enter into negotiation for procurement with selected contractor, depending on grounds on which approval is obtained.	PD
5.	Once negotiations have been finalized, PD will place an order by sending a PO and follow other PROCEDURE that are applicable to procurement.	PD

## 11. SHORTLISTING AND SELECTION OF CONTRACTORS

### 11.1 OBJECTIVE

To ensure transparency and fairness in selection of contractors who provide products and services that ensure value for money.

### 11.2 POLICIES

- All bids received shall be kept confidential and secure;
- If an invitation for bids/quotation shall be cancelled, bid(s) shall be returned to bidder(s);
- When samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening;
- Envelopes marked as bids but not identifying the bidder or the solicitation shall be opened solely for the purpose of identification;
- If a sealed bid/quotation is opened by mistake (e.g., because it is not marked as being a bid), the envelope shall be signed by the opener and immediately resealed. The position of the opener should also be mentioned on the envelope;
- Date of opening of bids/quotations will be same as last date for the submission of bids/quotations. However, bid/quotations opening shall not be performed earlier than 30 minutes after deadline. Standard procurement PROCEDURE shall be called for public opening of bids i.e. presence of bidders or their representatives at the time of bid opening to ensure transparency;
- A record of all proposals/quotation received against solicitations shall be maintained;
- All bid opening committee meetings must be recorded through minutes;
- All original copies of bids, proposals and quotations must also be signed by the BOC so that no falsification or alterations can be made; and
- In case of quotations/bids in foreign currency, bids will be translated into PKR using selling exchange rate on the date of opening of bids as announced by the State Bank of Pakistan. The evaluation criteria/method will be mentioned in the RFQ and invitation to bid, whatever the case may be.

### 11.3 PROCEDURE

Sr. No.	PROCEDURE	Responsibility
1.	Having distributed the RFQ/Bid, PC will ensure that any queries from contractors intending to make quotation/bid are answered in a transparent and timely manner.	PC



2.	PC will accept only the Quotations/Bids that are delivered in the manner stipulated in the RFQ/Bids and shall ensure that the quotations/bids are sealed in case these are submitted by hand.	PC
3.	<p>PC will ensure that the individual delegated with the task of receiving Quotation/Bid documents the following particulars:</p> <ul style="list-style-type: none"> <li>• Name of contractor;</li> <li>• Address of contractor;</li> <li>• Date of receipt of quotation/bid;</li> <li>• Name and signature of the person delivering; quotation/bid; and</li> <li>• Name and signature of personnel receiving quotation/bid.</li> </ul>	PC
4.	PC will appoint the time for opening of quotations/bids, and ensure that all quotations/bids/proposals are opened at the same time and in the presence of the BOC. In case a request for bid has been issued, bids will be publicly opened in the presence of contractors submitting the bid.	PC
5.	<p>Minutes regarding BOC meetings should record the following:</p> <ul style="list-style-type: none"> <li>• Date and time of opening;</li> <li>• Procurement case name/RFQ/RFP number etc;</li> <li>• Number of bids received;</li> <li>• Names of the bidders;</li> <li>• Total Price of each bid/proposal;</li> <li>• Names and signatures of BOC members</li> </ul>	BOC
6.	<p>Bid/quotation opening report should be prepared that include the following particulars:</p> <ul style="list-style-type: none"> <li>• Name of contractor;</li> <li>• Total price of the bid/quotation (indicating whether it is inclusive of transportation charges)</li> <li>• Price of alternatives offered, if applicable;</li> <li>• Discounts, if any, proposed by contractors;</li> <li>• Comments on incomplete quotations/bids by Bid opening panel;</li> <li>• Date and time of opening;</li> <li>• Name and signature of contractors present, if any;</li> <li>• Name and signature of each member of bid opening panel.</li> </ul>	BOC
7.	PC will evaluate each quotation/bid against the requirement of the user and against selection criteria (financial and technical) and prepare a short list of contractors.	PC

8.	<p>Incase items being purchasedare complex innature, ofvery highvalueorotherwise,PCcanconsider itnecessarytovalidate theresponseby:</p> <ul style="list-style-type: none"> <li>• Walkthroughs and demonstrations;</li> <li>• Visiting existing customers of the contractors, referred by the contractor;</li> <li>• Benchmarking comparison;</li> <li>• Touring contractor’s facility;</li> <li>• Investigating financial stability of the contractor (necessary where the procurement commits CSO to a long-term relationship);</li> </ul>	PC
9.	<p>Where administrative difficulties are encountered after bid opening that may delay award beyond bidders’ acceptance periods,the lowest biddersshould berequested,before expirationoftheir bids,toextend inwriting thebidacceptance periodinordertoavoidtheneedforre-solicitation.</p>	PC
10.	<p>Based on the short listing and validation of the contractors, PCwillprepareCS“<b>Annexure P-05</b>”,recommendthebiddersand shallalsotify unsuccessful bidders inwriting that whytheirproposalsare excluded orotherwiseeliminatedfromthecompetition.TheCSwillbe signed byallmembersofthe PCto stamp theirapprovalforshortlisted and approved contractors.</p>	PC
11.	<p>Designatedpersonnelwillrecordthereasonintheminutesfor PCmeeting forselection ofacontractor.Arguments ofdissenting committeememberswill also be recordedin the minutesofthe meeting.</p>	In Charge Procurement
12.	<p>PC willconduct negotiations(ifnecessary)with selected contractorstoarriveatthefinalterms andconditionsofthe purchaseandintimate resultofevaluationtocontractors participatingintheprocess.</p>	PC
13.	<p>Where necessary,PCwillpreparethecontractforthepurchase ofitems along with otherrelatedservices(e.g.maintenance), specifyingthefollowing:</p> <ul style="list-style-type: none"> <li>• Full cost ownership</li> <li>• Delivery and installation timeframe;</li> <li>• Billing PROCEDURE;</li> </ul>	PC

	<ul style="list-style-type: none"> <li>• Warranty, maintenance, license terms etc.; and</li> <li>• Damages in case of breach of contract</li> </ul> <p>Provision for arbitration, problem resolution, litigation and termination of contract.</p> <p>The draft contract will then be forwarded to the legal/finance Department for their review and advice.</p>	
14.	<p>Legal Department/Finance Department will review the contract and ensure that it is compliant with applicable laws and regulations, enforceable and has covered all eventualities that protect the interest of organization.</p>	Legal/Finance Department

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## 12. ORDER PLACEMENT AND RECEIPTS

### 12.1 OBJECTIVE

To ensure that goods, works and services are ordered, received and recorded in a timely manner.

### 12.2 POLICIES

- POs shall be made for procurements exceeding PKR. 25,000. However, when the procurement amount exceeds PKR. 100,000, the contract must be prepared and signed along with the PO;
- PO shall be signed by designated personnel with respect to financial limit mandate as defined in this manual;
- All goods shall be received after necessary inspection and must be recorded on the GRN, which would certify that the ordered goods have been received from the contractor;
- Designated personnel of the Admin Department offering full guarantees of competence, ethics and security, shall conduct inspections;
- At the time of inspection, the designated personnel of Admin Department shall seek support from any representative of the user Department or designated personnel of the program;
- Equipment of a technical nature should be inspected and, if possible, tested before shipping;
- Food consignments are subject to inspection of quality and packaging, usually including a laboratory analysis to certify that the food is fit for human consumption;

### 12.3 PROCEDURE

Sr.No	PROCEDURE	Responsibility
1.	PD shall ensure that the <b>Purchase Order Form “Annexure P-06”</b> is reviewed by Head of Administration and shall make necessary arrangements for signing of contract by authorized personnel. PD shall manage, where necessary, issuance of contract to the contractor selected by PC. Copies shall be sent to the relevant departments as mentioned on P-06. Contract shall be mandatory for all procurements exceeding One Hundred Thousand rupees (PKR 100,000) in addition to the PO.	In Charge Procurement
2.	PD will keep follow up with the contractor for timely delivery of goods/services; as per time frame and terms & conditions mentioned in the contractor PO.	PD
3	Upon receipt of items, designated staff from Admin Department will obtain delivery challan and invoice from the contractor and will physically verify that specifications of items received coincide with those mentioned in the PO in the presence of the contractor's representative (where applicable).	Admin Department

4.	In case goods received are as per ordered specification, the Admin Department will then prepare a <b>Material/Goods Receiving Note “Annexure P – 07”</b> . The items rejected, if any, would be returned to the contractor.	Admin Department
5.	If items are found defective during inspection by the designated staff of Admin Department, they will be returned and replaced. In case the contractor fails to provide satisfactory goods, procurement will be made under the same PROCEDURE from the contractor who cited the next lower price.	PD
6.	In the event of non-conformity with PO/Contract specifications, goods shall be returned to the contractor and the contractor should correct discrepancies and present the goods for re-inspection. Any such additional inspection is at the expense of the contractor. With respect to rejected goods, designated staff from Admin Department will mention them in the <b>Goods/ Material Receiving Note “Annexure P-07”</b> and get approval from Head of Administration.	Admin Department



For Development



## 13. PAYMENT OF CONTRACTORS

### 13.1 OBJECTIVE

To ensure that payments to contractors are made on the basis and within the prescribed time period, as mentioned in the PO or Contract.

### 13.2 POLICIES

- Unnecessary delays should be avoided in making payments to contractor. Such delays are of nuisance value and engender a lack of motivation for future transactions. Finance Department will release payment in accordance with GRN or according to the deliverables mentioned in contracts;
- Payment shall be made within the time line as mentioned in the PO/Contract or as agreed between organization and contractor; and
- Finance Department may suspend payment to the designated contractor on recommendation of In Charge Procurement, if s/he has a valid reason for it.

### 13.3 PROCEDURE

Sr.No	PROCEDURE	Responsibility
1.	Designated Admin Department staff shall forward the contractor's invoice and GRN to Finance Department (for making payments as per contract).	Designated Admin Department staff
2.	Finance Department will require all supporting documents from the PD.	PD
3.	PD shall provide all required documentary proof regarding each procurement to the Finance Department.	PD
4.	Finance Department will make payment in accordance with the terms and conditions mentioned in PO/ Contract.	Finance Department



## 14. APPROVED LIST OF CONTRACTORS

### 14.1 OBJECTIVE

To expedite the procurement process while maintaining transparency and effectiveness.

### 14.2 POLICIES

- Organization may maintain an approved list of contractors for different items in order to save costs associated with competitive purchase and ensure contractor reliability;
- Extend invitations to contractors for selection, as the names of approved contractors shall be advertised in newspaper or organization's website or both depending upon the decision of PC;
- PD will maintain a permanent file for approved contractors containing details of items offered and other documents by them. It shall also include other details like registration certificates, tax details etc certifications, Tax number in their capacity as approved contractors;
- Approved contractor list will be revalidated every financial year;
- Changes in database would be made with the approval of the Head of Administration;
- Selection of contractor as approved contractor shall require approval of Competent Authority;
- The items for which organization maintains an approved contractor list, an RFQ may only be issued to the approved contractors;

### 14.3 PROCEDURE

Sr.No.	PROCEDURE	Responsibility
1.	PD will identify the item for which the list of approved contractors is desirable based upon; frequency and value of purchase, need for reliable contractor and other relevant factors. The proposal along with justification shall be for approval of Competent Authority.	PD
2.	Competent Authority will review the proposal for approved list of contractors and will verify it.	Competent Authority

<p>3.</p>	<p>PD will prepare contractor evaluation criteria based upon items, including at the minimum:</p> <ul style="list-style-type: none"> <li>• Sales tax and income tax registration, and in case of exemption, exemption certificate;</li> <li>• Product Quality Assurance certifications;</li> <li>• Long term financial stability;</li> <li>• Other reputable corporate customers;</li> <li>• Duration of experience in industry;</li> <li>• Size of the organization and implication for maximum quantity that can be ordered;</li> <li>• Government contracts executed;</li> </ul>	<p>In Charge Procurement</p>
	<ul style="list-style-type: none"> <li>• Blacklisting by any corporate organization, government or any donor or organization;</li> <li>• Pending litigations against contractor and impact of such litigations;</li> </ul> <p>Sample criteria for evaluation have been enclosed as <b>Contractor Screening Score Card “Annexure P-8”</b>.</p>	



<p>4.</p>	<p>PD will prepare application to be submitted by participating contractors. Such documents, at the minimum, specify the following:</p> <ul style="list-style-type: none"> <li>• Format of application;</li> <li>• Instruction to applicants;</li> <li>• Criteria for evaluation of applicants;</li> <li>• Items for which contractors are being selected/SOW; and</li> <li>• PROCEDURE for selection of contractors</li> </ul> <p>The format of application included in documents should, at the minimum, require the following information:</p> <ul style="list-style-type: none"> <li>• Name and legal status of contractor along with address and contact person;</li> <li>• Sales Tax and income tax registration status;</li> <li>• Length of experience in the industry;</li> <li>• Membership of relevant professional organization;</li> <li>• Other corporate customers, including government contracts that the contractor has;</li> <li>• Blacklisting as contractor by any organization;</li> <li>• Audited accounts for last completed year;</li> <li>• Pending litigation and their nature;</li> <li>• Any history of non-compliance for any contract;</li> <li>• Current major commitments with other customers, if they affect supply to the organization;</li> <li>• Qualification and experience of senior personnel who will be engaged in services to the organization</li> <li>• Quality Assurance certification; and</li> <li>• Supporting documents where necessary to support information included in the application.</li> </ul>	<p>In Charge Procurement</p>
<p>5.</p>	<p>PD will prepare an advertisement inviting contractor to participate in the selection process, including, at the minimum, the following particulars:</p>	<p>In Charge Procurement</p>

	<ul style="list-style-type: none"> <li>• Background and legal status of organization;</li> <li>• Nature of items for which contractors will be selected/SOW;</li> <li>• PROCEDURE and cost of obtaining documents and application for participation;</li> <li>• Last date for submission of application; and</li> <li>• Contact address and contact person in organization.</li> </ul>	
6.	Head of Administration will approve the advertisement for circulation in accordance with policy.	Head of Admin
7.	<p><b>Composition of Tender EC</b></p> <p>Competent Authority will constitute Tender Evaluation Committee (TEC) consisting of Head of Administration, In Charge Procurement, one representative each from Finance Department user departments (who are likely to use the item supplied by contractors).</p>	Competent Authority
8.	TEC will ensure that applications received, till final day of submission, are received in accordance with prescribed policy for receipt of bid. Applications shall be opened only after expiry of deadline for submission and in the presence of at least three members of TEC.	TEC
9.	<p>TEC will evaluate applications submitted by contractors against established evaluation criteria; thereby eliminating contractors who do not meet minimum requirements. Financial evaluation will be performed by a representative of the Finance Department.</p> <p>TEC will forward details regarding pending litigations, legal status, Sales Tax, Income Tax and similar matters, related to contractors, to the legal advisor for his advice and evaluation. Similarly, financial evaluation of contractors shall be forwarded to Head of F&amp;A for his review and approval.</p>	TEC
10.	Committee will consolidate financial, technical and legal evaluation into a single consolidated evaluation.	TEC
11.	Based on financial and technical evaluation of contractors, TEC will recommend the contractor for inclusion in the approved contractor list and forward it to Competent Authority for his approval.	TEC
13.	Competent Authority will discuss the approved contractors recommended by the Committee and grant final approval, amending it as deemed necessary.	Competent Authority
14.	PD will enter the name of approved contractors in the <b>Approved Contractor List "Annexure P-09"</b> .	PD

## 14. PROCUREMENT OF CONSULTANCY SERVICES

### 14.1 OBJECTIVE

Consultants are engaged for different types of work which includes knowledge and technology based intellectual services. Consultants can be hired as individuals or as a team through a consulting firm. They used to provide independent expert advice of a quality at least equal to the applicable professional standards in relation to goods and services other than consulting services and works. Generally consultants are hired for technical support and research which happens to be weak links in an organization. Support can be in different functional areas like monitoring and evaluation, capacity building, procurement, Human Resources; business processes like institutional strengthening and reforms etc.

### 14.2 POLICIES

- The PC in accordance with the selection criteria provided in this document will carry out procurement of consultancy services.
- All terms and conditions pertaining to consultancy services will be clearly mentioned in the agreement entered into between organization and the Consultant.
- Consultancy Firm or Individual Consultant will be bound to execute deliverables as per the agreed terms and conditions, which shall be monitored by the PC on a continual basis.

### 14.3 PROCEDURE

Sr. No.	Activity Planning	Responsibility
1.	The relevant Departmental head/ RH will identify his departmental/projects needs in respect of particular consultancy services and provide it to Head of Administration for inclusion in the APP.	Departmental head/RH
2.	Head of Administration will ensure that this particular departmental procurement needs are in line with CSO's overall business plan/Annual Budget.	Head of Administration
3.	In Charge Procurement will translate the procurement needs of individual Departments into a consolidated APP along with relevant timelines in association with Head of F&A.	In Charge Procurement
4.	This APP will be reviewed by the Competent Authority to ensure that the consolidated overall organizational plan covers all functions.	Competent Authority

5.	The Competent Authority will stamp its approval on procurement needs identified by different Departments according to the Annual Procurement Plan and budget availability.	Competent Authority
<b>Procurement of Consultancy Services</b>		
1.	Those activities that require services of specialized service providers will be sorted and TOR will be prepared by the concerned Departmental Head/RH or any other person designated by PC.	Departmental Head/RH or any other designated person of PC.
2.	<p>Procurement and selection of a consulting company or individual consultant be carried out in the following way:</p> <ul style="list-style-type: none"> <li>• Preparation of SOW/TOR including evaluation/selection criteria;</li> <li>• Preparation of budget/cost estimates in respect of services;</li> <li>• Communications of EOI;</li> <li>• Issuance of RFP;</li> <li>• Evaluation of proposals; and</li> <li>• Negotiations and Award of Contract</li> </ul> <p>Each of the above mentioned steps are further elaborated as follows:</p>	
<b>Preparation of Scope of Work (SOW)/Terms of Reference (TOR) including evaluation/selection criteria</b>		
1.	The Department or Region requiring services of an external consultant will draft a basic SOW for presentation to the PC.	Relevant Department or Region
2.	PC will review the SOW and appoint any person from within or outside CSO having relevant expertise to finalize the SOW.	PC
3.	<p>SOW will contain at least the following information:</p> <ul style="list-style-type: none"> <li>• Background information of organization;</li> <li>• Project description;</li> <li>• Purpose of consultancy services to be hired;</li> <li>• Scope;</li> <li>• Tentative timelines;</li> <li>• Expected deliverables;</li> <li>• Obligations of the parties;</li> <li>• Reporting requirements;</li> <li>• General terms and conditions of contract and any specific requirements; and</li> <li>• Evaluation Criteria.</li> </ul>	PC
4.	Proposals may be evaluated using the following considerations:	PC



	<b>CriteriaItem</b>	<b>Scoringin Points</b>	
	Specificexperience	25	
	Adequacyandappropriatenessof proposedworkplanandmethodology	25	
	Qualificationandcompetenceof proposedkeystaff	20	
	ProposedCost(Ifcostistobeincluded intheselectioncriteria).	30	
	<i>(Above mentioned criteria is subject to revision on basis of project requirements and specifications.)</i>		
	<b>DeterminationofBudget/CostEstimatesforthe Consultancy Services</b>		
1.	<p>Keepinginviewthedegree ofurgency,magnitude ofSOW, estimated time and availability of funds relating to the proposedservice activity, the F&amp;A Department may prepare a realistic budget and presented before the PC to seek approval.</p> <p>FollowingcategoriesofcostsmaybeconsideredbyF&amp;ADepartment whilepreparingthebudget:</p> <ul style="list-style-type: none"> <li>• Proportionateallocation ofsalariesandbenefits ofstaffto beassignedtotheproject;</li> <li>• Estimated fee (service related fees e.g., licensing, consulting fee etc.);</li> <li>• Proportionateoverheadcosts suchaslogistical andother organizational costs;</li> <li>• Reimbursable expenses over and above the agreed upon fee, like traveling, boarding and lodging expenses; and</li> </ul>		In ChargeProcurement
	<b>CommunicationofExpressionofInterest(EOI)</b>		
1.	AnEOImay be advertisedin adaily newspaperby the In- Charge Procurementsubject toreview by theHead ofAdministrationor circulated to well-known consultancy firms in a particular field,asappropriate.		In ChargeProcurement
2.	<p>EOImaycontain thefollowinginformation:</p> <ul style="list-style-type: none"> <li>• Brief description of Project/Organization including its functions;</li> <li>• PurposeandintentionoftheEOI;</li> <li>• Briefdescriptionofconsultancy services</li> </ul>		Headof Administration

	<ul style="list-style-type: none"> <li>• Details of pre-qualification criteria including: <ul style="list-style-type: none"> <li>○ Specific experience of the service provider;</li> <li>○ Audited financials for the last three years, if relevant;</li> <li>○ Management capability including staff strength and geographical presence; and</li> <li>○ Registration with relevant authorities, if any.</li> </ul> </li> <li>• Date, time, address for the submission of EOI.</li> <li>• Timeframe for pre-qualification of EOI and issuance of RFP.</li> </ul>	
	<b>Short listing of Consultancy Firms</b>	
1.	Head of Administration will evaluate EOIs in light of published evaluation criteria and present names of shortlisted service providers, along with respective particulars, to the PC.	Head of Administration
2.	PC shall review and approve the shortlisted firms for onward processing.	PC
2.	PC will forward the RFP to PD to issue it to shortlisted consultancy firms. An RFP containing SOW will be issued to "shortlisted" service providers to enable them to submit their proposals.	PD
3.	A Pre-bid conference will be arranged to facilitate firms in understanding the SOW and responding to any queries that they may have.	Admin Department
4.	All proposals once submitted will be considered final and no subsequent alteration will be allowed.	PC
	<b>Evaluation of Proposals</b>	
1.	Having distributed the RFP, PC will ensure that any queries raised by consultants intending to bid are answered in a transparent and timely manner.	PC
2.	BOC will accept only the proposals that are delivered in the manner stipulated as per RFP and in case of bid submitted by hand, ensure that bids are sealed.	BOC

3.	<p>BOC will ensure that the individual delegated with the task of receiving proposals will check for the following particulars:</p> <ul style="list-style-type: none"> <li>• Name and address of firm;</li> <li>• Date of receipt of proposal;</li> <li>• Name and signature of the person delivering the proposal; and</li> <li>• Name and signature of the personnel receiving the proposal</li> </ul>	BOC
4.	<p>PC will appoint the time for opening of proposals, and ensure that all bids are opened by BOC in the presence of contractors who submitted bids.</p>	PC
5.	<p>Minutes regarding BOC meetings should record the following:</p> <ul style="list-style-type: none"> <li>• Date and time of opening;</li> <li>• Procurement case Name</li> <li>• RFP number etc;</li> <li>• Number of Bids received;</li> <li>• Names of the bidders;</li> <li>• Total Prices; and</li> <li>• Names and Signatures of BOC members</li> </ul>	BOC
6.	<p>Bid/quotation opening reports should be prepared that include the following particulars:</p> <ul style="list-style-type: none"> <li>• Name of firm;</li> <li>• Total price of the proposal;</li> <li>• Price of alternatives offered, if applicable;</li> <li>• Discounts, if any, proposed by contractor;</li> <li>• Comments on incomplete bids by BOC;</li> <li>• Date and time of opening;</li> <li>• Name and signature of contractors present, if any; and</li> <li>• Name and signature of each member of the BOC</li> </ul>	BOC
7.	<p>For the evaluation of received proposals, one of the following five methods may be used by the PC. The RFP shall indicate which method is to be used for selection.</p> <ul style="list-style-type: none"> <li>• Quality and Cost Based Selection</li> <li>• Quality Based Selection</li> <li>• Fixed Budget Selection</li> <li>• Least Cost Selection</li> <li>• Single Source Selection or Direct Selection</li> </ul>	PC

	<ul style="list-style-type: none"> <li>• The PC, after completing the evaluation of all technical applications, shall prepare a negotiation memorandum which shall state the: <ul style="list-style-type: none"> <li>○ Evaluation criteria;</li> <li>○ Ranking of applications according to evaluation criteria;</li> <li>○ List of all participating service providers;</li> <li>○ List of all proposals declared/considered acceptable in the order of ranking;</li> <li>○ Detailed discussion on merits and weaknesses of each proposal;</li> <li>○ Weaknesses of proposals not considered, acceptable; and</li> <li>○ Conclusion/reasons for selection of a service provider.</li> </ul> </li> </ul>	
8.	Where administrative difficulties are encountered after bid opening which may delay award beyond bidders' acceptance periods, lowest bidders should be requested before expiration of their bid to extend, in writing, the bid acceptance period in order to avoid re-solicitation.	PC
9.	Based on the short list and validation of service providers, PC will prepare a <b>Comparative Statement "Annexure P-05"</b> and shall recommend a consultancy firm. Where the firm selected is other than one offering the lowest price, PC will give justification for such selection. CS will be signed by all members of the PC to stamp their approval for the contractor selected.	PC
10.	Designated Staff will record the reason on the Minutes for PC meeting for selection of a contractor. Arguments of dissenting committee members will also be recorded in the minutes.	Designated Staff
11.	PC will conduct negotiations (if necessary) with selected contractor to arrive at the final terms and conditions of purchase and intimate result of evaluation to contractors participating in the process. <b>Note:</b> For the purpose of procedural guidelines regarding selection of bids, the user is referred to <b>Section titled "short listing and selection"</b> .	PC
	<b>Award of Contract</b>	

1.	The selected service provider will be invited to sign the contract containing such terms as per PROCEDURE laid down in the applicable section(s) of this manual.	In Charge Procurement
	<b>Debriefing to Unsuccessful Firms</b>	
1.	In case an unsuccessful applicant requests a debriefing on its unsuccessful bid, organization will inform such applicants.	Admin Department

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## **15. GRIEVANCE PROCEDURE**

### **15.1 OBJECTIVE**

To ensure that any grievance of a bidder is resolved in a transparent and expedient manner.

### **15.2 PROCUREMENT GRIEVANCE COMMITTEE**

There shall be a Procurement Grievance Committee consisting of Administrative Officer and one representative from Finance Department and User Department; who are not otherwise involved in the procurement process. Members shall be appointed by Competent Authority to address grievances and complaints of bidders which occur prior to enforcement of procurement contract.

### **15.3 COMPLAINT PROCEDURE**

Any bidder feeling aggrieved by any act of organization after submission of his bid may lodge a written complaint concerning his grievances to the Procurement Grievance Committee not later than fifteen days after announcement or intimation of results of the bidding process. However, the mere fact of lodging a complaint shall not warrant suspension of the procurement process. The complaint must be a written objection by the aggrieved party to any of the following:

- The cancellation of a solicitation or another request;
- An award or proposed award of a contract;
- A termination or cancellation of award of a contract if the written objection contains an allegation that the termination or cancellation is based wholly or in part on improprieties concerning award of contract;
- Interpretation of terms of the contract;
- Delay in delivery/completion of works;
- Delay in release of payment;
- Independent laboratory tests results;
- A solicitation or other request by an agency regarding offers for a contract for the procurement of property or services;
- Design/specification issues; and
- Condition of items after delivery or consignment release.

### **15.4 RESOLUTION OF COMPLAINTS**

The committee shall investigate and decide upon within fifteen days, after receipt of complaint.

### **15.5 RESOLUTIONS OF DISPUTES - CONCILIATION**

One method to resolve disputes would be to appoint a conciliator, mutually agreed upon by both



parties. Conciliation, a form of alternative dispute resolution, is an approach that is utilized when two disputing parties agree to the use of a conciliator who meets each party individually to resolve their differences. The conciliator passes no legally binding judgment or award as in arbitration, nor does he guide parties as to what to do to optimize both parties' needs as in mediation.

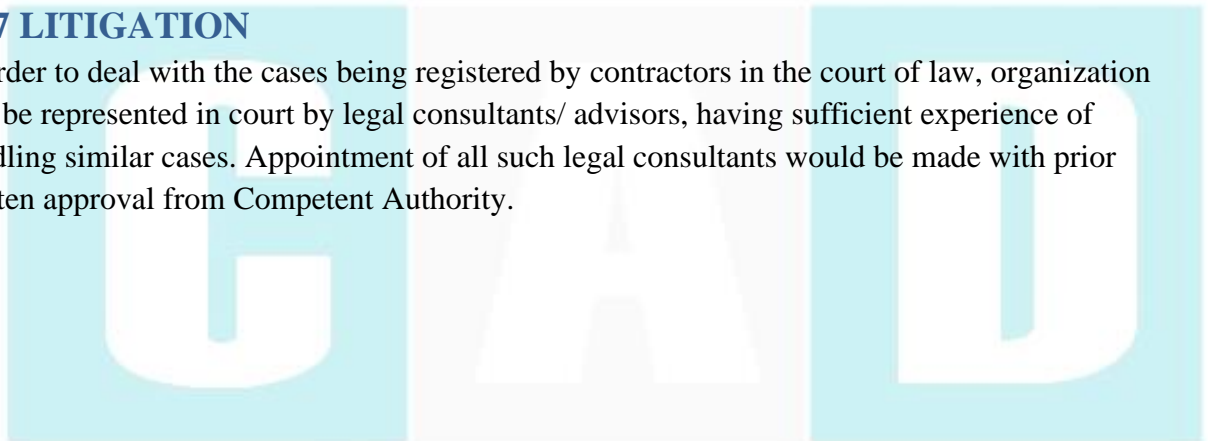
### **15.6 RESOLUTION OF DISPUTES - ARBITRATION**

Any dispute arising during the execution of any procurement contract or in connection to it, could also be settled through arbitration by a sole arbitrator appointed by mutual consent of both parties. If parties don't agree on the appointment of a sole arbitrator then two arbitrators may be nominated, one to be appointed by each party. In case of disagreement between them to the arbitration an umpire shall be appointed by the said two arbitrators before entering on the reference. The venue of arbitration shall be as decided in the contract agreement and shall be held in all respects in accordance with the Arbitration Act 1940 and any statutory modification or re-enactment thereof.

### **15.7 LITIGATION**

In order to deal with the cases being registered by contractors in the court of law, organization will be represented in court by legal consultants/ advisors, having sufficient experience of handling similar cases. Appointment of all such legal consultants would be made with prior written approval from Competent Authority.

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## **16. DOCUMENT RETENTION**

### **16.1 OBJECTIVE**

To maintain accountability of procurements made.

### **16.2 DOCUMENT RETENTION POLICY FOR PROCUREMENT**

Organization shall retain the following documents relating to procurement in respect of last ten financial years:

- Brief description of the goods, works, services and consultancies procured; for which the PD requested a proposal or offer;
- Information related to the qualifications or disqualifications of contractors who have submitted bids, proposals, offers or quotations;
- Names and address of contractors who were pre-qualified or selected and invited to submit bids or technical proposals;
- Names and addresses of contractors who submitted bids, proposals offers or quotations and also name and address of contractors who entered into contract with organization; whom the procurement contract is entered into and the contract price;
- The price or the basis for determining the price and a summary of other terms and conditions of each bid, proposal, offer or quotation and procurement contract stipulated by the procuring agency;
- Evaluation report for the proposals received;
- Complete record of rejected bids in different procurement;
- In case of any other method of procurement, except by open competitive bidding which does not culminate in a procurement contract, a statement to that effect and the reasons thereof; and
- A summary of any requests for clarification of pre-qualification or solicitation documents, the response thereto, as well as a summary of any modification to these documents.

## 17. GUIDELINES FOR CANCELLATION/TERMINATION OF CONTRACTS

### 17.1 OBJECTIVE

The purpose of this section is to provide guiding principles and sample framework for cancellation or termination of contracts.

### 17.2 AUTHORITY

Competent Authority

### 17.3 SCOPE

- To establish guidelines for closing the contract before its scheduled time.
- Establish a PROCEDURE for cancellation or termination of a contract.

### 17.4 TYPES OF CANCELLATIONS

#### **Cancelling for cause/breach of contract**

An actual breach occurs because of the failure of one of the parties to perform at the time and in the manner mentioned in terms and conditions of the contract.

#### **Cancelling for an anticipated breach**

A situation may arise where there has not as yet been a failure of performance. However, there is strong reason to believe that one of the parties in the contract shall not be able to fulfil their obligations. The burden of proof is upon the party potentially being harmed whom must show convincing evidence of the anticipated breach and good reasons as to why they must go elsewhere to seek performance or take some other course of action. If any damages are involved, usually they are limited to the costs of the contract incurred to date, when alternate procurement is necessary.

Examples of the type of violations that may cause a breach of contract include, but are not limited to:

- Non-delivery or late delivery of a product or service;
  - Caution must be exercised because if the failure to deliver or late delivery was caused by factors beyond the contractor's control (e.g., labor strike, fire, floods, act of God/natural calamities, etc.), the contractor is usually protected. Also, if there is a history of acceptance of late delivery, the buyer's right to cancel may be challenged;
- Failure to supply a product or service meeting agreed upon specification or quantities;
- Improper invoicing or imposition of terms different from those agreed upon;
- Seller unable to maintain or to provide parts and repair services, or to honor warranty on equipment or products sold;
- Unwillingness of seller to submit an acceptable affirmative action plan;
- Disclosure of collusion or price-fixing involving the successful bidder after the contract has

been awarded;

- Violation of state statutes (e.g., failure to supply information concerning hazardous materials or substances).

### **17.5 LIQUIDATED DAMAGES**

When it is difficult to determine exact reimbursement costs in advance, liquidated damages may be used as a method to assess damage incurred due to failure to perform. It is an effort by both parties to agree on a reasonable estimate of otherwise hard-to-determine damages at the inception of the contract in the event that performance is not forthcoming. Liquidated damages are not a penalty. They must be outlined in detail in the bid, contract or other written agreement.

### **17.6 PROCEDURE FOR CANCELLATION OF CONTRACTS**

Since a great deal of time and effort has been invested in a contract, usually it is in the best interests of all parties to work together to resolve differences.

- When a problem arises, the PD should immediately notify the contractor;
- If verbal communication is made, written confirmation should always follow it;
- All costs should be evaluated; if it is determined that the contract cannot be salvaged, or that it is more cost effective to bring it to a conclusion, cancellation proceedings should be initiated. It is a good precautionary PROCEDURE to incorporate cancellation PROCEDURE into the special conditions at the time bids are solicited. Conditions may vary depending upon the type of product or service under contract and its relative importance to the operations. When preparing the bid, the language used to define cancellation in the bid document, should be considered. Products such as food, hospital and medical supplies, heating fuels, etc., are so necessary and vital to human needs that a single violation may cause immediate cancellation and subsequent search for a new source. Sample language to include may be: "late delivery of required medical supplies by more than 24 hours shall result in immediate cancellation of this contract." Or, in the instance where insurance is vital the language may read: "lack of insurance by the bus company shall result in immediate cancellation of this contract." Other products or services that merely cause inconvenience to the organization if not delivered in a timely manner may allow for more leniency and one, two, or even three warnings may be allowed before cancellation proceedings begin. If any PROCEDURE were written into the original contract, they should be followed closely.
- If a definite time period for notification is not explained in the original contract, specific circumstances usually will dictate the time interval to be used. In most situations, 30 days notice should be the minimum period allowed. The exception to this rule is the example of a seller making a late delivery of a purchase order where time is an important element of the contract. Unless it is desirable to extend the delivery date, the order should be cancelled immediately and placed elsewhere. In those situations where new bids will have to be solicited, but where it is impossible to do without a product or service in the interim period, a weak or even a bad

contract may be the better alternative than none. In this instance, 60 or even 90 days notice may be required to keep the old contract in place while a new one is being developed.

- Documentation of all events is the most important aspect of good contract administration. If verbal warnings are issued, they always should be confirmed in writing as soon as possible. A complete historical record is the best policy to minimize organizations liability and support evidence in damage claims.
- All bids should include elements that will result in cancellation should they occur. Each bid must be customized to reflect the appropriate criteria.

### **17.7 TERMINATING A CONTRACT**

The ground for termination of a contract shall depend upon terms and conditions of the individual contract. The following notes provide guidance for termination of a contract on typical grounds. Also it is essential that PD should be guided by the contract document itself:

**Termination for convenience:** Most contracts include a condition, which enables organization to terminate the contract for its own convenience, without any default by the contractor. Where organization terminates for its own convenience, it must make payment for all goods, works, services and consultancies satisfactorily completed prior to termination and any other expenses incurred by the contractor.

**Termination for default:** The contract must include a condition, which enables organization to terminate the contract where the contractor has failed to perform its obligations under the contract or to comply with an agreement reached through arbitration or any other dispute resolution mechanism. The contract will often specify a PROCEDURE by which PD must formally notify him of the default and give him time to rectify before actually terminating the contract. Where organization terminates because of the contractor defaulting, it is normally permitted to procure object of procurement from another source and charge the original contractor for any additional costs incurred.

**Termination for corrupt practices:** Most contracts include a condition, which enables the organization to terminate the contract where the contractor has engaged in corrupt or fraudulent practices in competing for or implementing the contract. As with termination for default, it is normally permitted to procure objects of procurement from another source and charge the original contractor for any additional costs incurred.

**Termination for insolvency:** Most contracts include a condition, which enables the organization to terminate the contract where the organization has become bankrupt or insolvent. In such cases, there is normally no compensation due from the contractor.

**Termination for force majeure:** Most contracts include a condition which enables organization to terminate the contract. The condition protects the contractor who has been unable to perform the contract for a specified period of time due to an event of force majeure. In such cases, the



organization must normally make payment for all goods, works, services and consultancies satisfactorily completed prior to termination and any other expenses incurred by the contractor.

Organization should note that a contract will also provide the contractor's grounds for termination, which normally include; failure by organization to make payments which are overdue within specified period of time, force majeure or failure of organization to comply with an agreement reached through arbitration or any other dispute resolution mechanism.

## **17.8 PROCEDURE FOR TERMINATION OF CONTRACTS**

**Verification:** Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the PD shall, within a period of seven (7) calendar days as maximum, verify the existence of such ground(s) and execute a Verified Report subject to review by Head of Administration, with all relevant evidence attached.

**Notice to Terminate:** Upon recommendation by the Admin Department, the Competent Authority shall terminate contracts only by a written notice to the contractor conveying the termination of the contract. The notice shall state:

- That the contract is being terminated for any of the ground(s) aforementioned, and a statement of facts that constitute the ground(s) constituting the same;
- The extent of termination, either whole or in part;
- An instruction to the contractor to show cause as to why the contract should not be terminated; and
- Special instruction of the organization, if any.

A copy of the Verified Report shall accompany the Notice to Terminate.

**Show Cause:** Within a period of seven (7) calendar days from receipt of the Notice to Terminate, the Contractor shall submit to organization a verified position paper stating why the contract should not be terminated. If the Contractor fails to reply the show cause notice after lapse of the seven (7) day period, either by inaction or by default, the Competent Authority shall issue an order for termination of contract.

**Rescission of Notice of Termination:** Competent Authority may withdraw notice any time before receipt of the contractor's verified position paper to withdraw the Notice to terminate if it is determined that certain items or works mentioned in the notice has been completed, delivered, or performed before Contractor's receipt of the notice.

**Decision:** Within a non-extendible period of ten (10) calendar days after receipt of verified position paper, Competent Authority shall decide whether or not to terminate the contract. Competent Authority shall serve a written notice to the Contractor of its decision and, unless otherwise provided, the Contract is deemed terminated from the time of receipt of the notice. The termination shall only be based on the ground(s) stated in the Notice to Terminate.



**Procurement Committee:** PC may insist in discharge of their duties under these Guidelines. All decisions recommended by the PC shall be subject to the approval of the Competent Authority.

**Organization's Options in Termination for Convenience in Contracts for Goods:**

Goods which have been delivered or ready for delivery within the stipulated timeline mentioned in the procurement contract, after the contractor's receipt of Notice of termination, may be accepted by organization according to the contract terms and prices. For goods not yet performed or ready for delivery, organization may consider following options:

- To have any portion delivered or performed and paid at contract terms and prices; and/or
- To cancel the remainder and pay to the Contractor an agreed upon amount for partially completed or performed goods and for materials and parts previously procured by the Contractor.
- If the contractor suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for organization, which cannot be sold in open market, he may be allowed to recover partially from the contract, on a *quantum meruit* basis.
- Before recovery may be made, the contractor must establish the fact of loss under oath for the satisfaction of the procuring agency.

**Notice by Contractor:** The contractor must serve a written notice to the organization for its intention to terminate the contract within the stipulated time as mentioned in the termination clause of the contract before its intended termination. The contract is deemed terminated if it is not resumed within the stipulated time after receipt of such a notice by organization.

For Development



	<b>Document Title</b>	<b>Annexure Reference</b>
1.	PURCHASEREQUISITIONFORM	P-01
2.	INDENTREQUESTFORM	P-02
3.	FIXEDASSETS/CAPITALASSETS APPROVALFORM	P-03
4.	LETTEROFREQUESTFORQUOTATION	P-04
5.	COMPARATIVESTATEMENT	P-05
6.	PURCHASEORDERFORM	P-06
7.	MATERIAL/GOODRECEIVINGNOTE	P-07
8.	CONTRACTORSCREENINGFORM	P-08
9.	APPROVEDCONTRACTORLIST	P-09

For Development

## ANNEXURE P-01~ PURCHASE REQUISITION FORM

CSOs Logo, Name and Address

### Purchase Requisition Form

Date: \_\_\_\_\_  
 Purchase Requisition No: \_\_\_\_\_  
 Annual Procurement Plan #: \_\_\_\_\_  
 Location/ Regional Office: \_\_\_\_\_  
 Project: \_\_\_\_\_

To Procurement Department: \_\_\_\_\_

Justification / Reason for Purchase:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchase Requirement Details:

Sr. #	Product / Services Code	Product Name and Specification/Description of Services	Quantity	Unit	Estimated Unit Cost	Estimated Total Cost	Delivery Date

Clearance from Stores			
Product Code	Availability	Stock Level	
		Y	N

Clearance from Finance and Accounts Deptt.			
Funds Availability	Yes	No	Other

	Name	Designation	Signature
Verified by			
Approved by			

	Name	Designation	Signature
Verified by			
Approved by			

	Name	Designation	Department	Signature
Raised by				
Approved by				

**Distribution**

- 1- Requisition Deptt. copy
- 2-Stores copy
- 3-Finance & Accounts Deptt. Copy
- 4-Admin Deptt. copy

**Note and Instructions:**

Tenders for all Items greater than 25,000 PKR shall be managed through applicable purchase policy.  
 Justification for deviating or evoking open competition must be provided and attached with requisition.

**ANNEXURE P-02~ INDENT REQUEST FORM**

	<b>INDENT REQUISITION FORM</b>
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Department \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ RequestingDeliveryDate \_\_\_\_\_ Indent# \_\_\_\_\_  
 \_\_\_\_\_ MargininDays \_\_\_\_\_

SR.#	Description/Specification	QuantityRequired	Referenceof ProcurementPlan

ACTION	TITLE	DATE	SIGNATURE
PreparedBy	DepartmentHead		
ApprovedBy	Competent Authority		

For Development

## ANNEXURE P-03~ FIXED ASSET/ CAPITAL ASSET APPROVAL FORM

CSO Logo, Name and Address

### Fixed Asset / Capital Asset Approval Form

Date: \_\_\_\_\_  
 Purchase Requisition No: \_\_\_\_\_  
 Annual Procurement Plan: \_\_\_\_\_  
 Location / Regional Office: \_\_\_\_\_  
 Project #: \_\_\_\_\_

To Board of Directors / Competent Authority:

Justification / Reason for Purchase:

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Fixed Asset/ Equipment Purchase Details :

Sr #	Specification of Item Required	No. of Units	Estimated Unit Cost	Expected Cost	Purchasing Month	was it or will be replaced

Remarks :

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Clearance from Finance and Accounts Department			
Availability of Fund	Yes	No	Comments
	Name	Designation	Signature
Verified by			
Approved by			

	Name	Designation	Department	Signature
Raised by				
Approved by				

- Distribution:**  
 1- Requisition Deptt. copy  
 2- Accounts Deptt. copy  
 3- Administration Deptt. Copy



## ANNEXURE P-04~ REQUEST FOR QUOTES

Date:  
Mr.XYZ  
ABC(Pvt.)Limited

Subject:**RequestforQuotation**

DearSir,

Youareinvitedtoquoteforthesupplyofthefollowing:

**Specification:**  
**Quantity:**  
**DeliveryDeadline:**  
**DeadlineforSubmissionofQuotes:**

PleaseNotethat:

- Quotesmustbesealedinenvelope.
- Faxquotesorquotesreceivedafterlastdatewillnotbeaccepted.
- Organizationreservestherighttorejectanyquotation(s)withoutassigninganyreason.
- Pleasespecifythevalidityofyourquotes,alongwithanyothertermsandconditions.

Sincerelyyours

\_\_\_\_\_  
Name&Signature:

**(In ChargeProcurement)**







**ANNEXURE P-08~ CONTRACTORS SCREENING SCORECARD**

<b>Contractor Screening Scorecard</b>		
<b>S.no.</b>	<b>Criteria</b>	<b>Contractor Information</b>
1	Name, address and location	
2	Status of organization (company partnership, etc) ,	
3	Number of years in business/ Industry	
4	Reputation in business	
5	Quality of employees and strength of management	
6	Other corporate customers	
7	Government contracts undertaken	
8	Income Tax and Sales Tax Registration	
9	Product range	

10	Financial strength/stability: Current ratio Quick ratio Stock turnover Gearing Level Cash Flow Other measures	
11	Previous experience with the contractor	
12	System of quality control, including ISO certifications	
13	Ability to meet demand based on current capacity	
14	General price level	
15	Post sales service and support and general responsiveness	
16	Policy for warranty (period and nature)	
17	General compatibility of products with existing system	
18	Particular of litigations pending against the contractor, particularly with the customers.	
19	History of being black listed by any company, public international organization (e.g., UNO, USAID etc.) or government organization	



## ANNEXURE P-09~ APPROVED CONTRACTORS LIST

		ApprovedContractorsLis								
Registration No.	Nameof Contractors	ContactPerson		Registration Nos.		Postal Address	Phone No.	FaxNo.	Email	ApprovedItems
		Name	Designation	NTN	GST					



**Creative Approaches**

**CAAD**

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