



Agenda Item 3(a) (ii): Procurement Policy Review

Purpose

The Board is invited to review and consider the draft Procurement policy and to consider the proposed recommendations discussed below.

Background

2. At the Vanuatu Board Meeting in June, the Board approved the recruitment of a procurement expert consultant to draft a Procurement Policy for the Secretariat.

3. Consequently, the Secretariat has begun work with an expert procurement specialist undertaking a review of all PIDC procurement related governance documents and an assessment of procurement practises across the region with similar organisations and PIDC Member countries for the purposes of consistency in procurement methodologies. Attached as Annex 1 is the first draft of the Procurement Manual which is still work in progress. The consultant has submitted the first draft report on the understanding that there will be more changes after the Board Meeting.

Regulation 18 – Procurement

4. PIDC Financial Regulation 18 provides the governance structure for PIDC Procurement. The current regulation is very general and lacks detailed provisions for clear application. The attached Draft Procurement Policy will assist the Secretariat in the clarity and detail of procurement procedures in addition to minimising costs. In essence the Draft Procurement Policy will guide the Secretariat in all the Procurement work and will sit within the financial regulation.

Way Forward

5. The Secretariat intends to undertake further detailed review of the Draft Procurement Policy Document before further consultations with the Expert Consultant in a workshop session. To support this process prior to final Board endorsement, the Audit and Risk Committee will also be consulted and provided access to the revised draft version for further review and comments with the view to presenting the finalised draft document at the next Board meeting in March 2024.

Proposed Recommendations

- (i) **note** and welcome the progress in reviewing the PIDC Procurement policy; and
- (ii) **task** the Secretariat to work intermittently with the Audit and Risk Committee to finalise the Procurement Manual with the view to presenting the finalised draft document for Board consideration and endorsement at the next Board meeting.



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

Procurement Manual

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1 PART I – GENERAL INFORMATION

1.1 Purpose

PIDC's Procurement Manual provides a framework for the purchase and acquisition of all goods, services and works by PIDC to ensure that money is spent efficiently, effectively, economically and ethically. The Manual is to be read in conjunction with the requirements of PIDC's Financial Regulations dated October 2021 and subsequent amendments in the event of a revision, and any other relevant policies.

The intent of this Manual is that PIDC:

- Obtains the best value for its purchases, in terms of both cost and quality, taking into account timeliness, warranties, guarantees and any factors directly related to the procurement.
- Demonstrates robust legal and financial probity and accountability to its members, donors and development partners;
- Manages and prevents the potential for conflicts of interest;
- Manages its procurement related risk that may potentially cause damage to PIDC's reputation; and
- Reduces its environmental and social impact.

1.2 Scope

This Manual applies to:

- all PIDC staff, whether full-time, part-time or temporary;
- non-staff personnel, including PIDC contractors, students and interns;
- implementing partners, including those to which PIDC has disbursed funds under grantee or sub-delegation arrangements (unless otherwise agreed); and
- any other person providing goods, services or works to PIDC, or seeking to do so.

1.3 Definitions

1.3.1 Procurement

Procurement is the business management function that ensures identification, sourcing, access and management of the external resources that an organization needs or may need to fulfill its strategic objectives.

Procurement applies the science and art of external resources and supply management through a body of knowledge interpreted by competent practitioners and professionals (Chartered Institute of Procurement and Supply / CIPS).

Procurement is the act of purchasing or acquiring:

- Any goods and supplies, including the lease, rental or supply of any products, goods and/or equipment;
- Services, including consultancies, travel, service contractors (e.g. servicing of air-conditioning units) and technical assistance; or

- Works, including the design, architectural services, civil engineering and construction of capital works.

1.3.2 Risk

Generally, risk can be defined as the probability of an unwanted outcome happening. Risk management involves three key activities: risk analysis, risk assessment and risk mitigation.

1.3.3 Assets

A fixed asset is an item (whether tangible or intangible) with:

- A life expectancy of more than one year; and
- A procurement value of WST2000.00 or more.

An intangible asset is an asset that has no physical substance (e.g. computer software, licences and intellectual property).

1.4 Responsibilities

1.4.1 ALL PIDC staff and non-staff personnel

Are expected to:

- Abide by their duties and obligations under PIDC's Employee Regulations, this Manual, , and any other relevant rule, regulation or Manual;
- Protect the integrity of the procurement process and PIDC's reputation;
- Maintain appropriate records and documentation to account for all procurement decisions over the lifecycle of all goods, services and works purchased by PIDC; and
- Use PIDC's electronic procurement/ finance processes to ensure an audit trail of decision-making.

Failure to comply with any part of this Manual by PIDC staff can lead to disciplinary action.

1.4.2 The Finance Section

- Support procuring section through the procurement process;
- Maintain Corporate Procurement Plan;
- Convene a Procurement Committee Audit & Risk Subcommittee, as required, and prepare necessary documentation;
- Ensure the procurement process complies with this Manual;
- Maintain RFPs and Procurement contract registers for all contracts;
- Maintain the Corporate Gift Register and Hospitality Register;
- Maintain the Insurance Claim Register;
- Maintain the Vendor protest register; and
- Maintain the Conflict of Interest Register.

1.4.3 The Procuring Section

- Plan their procurement;
- Participate in the procurement activity closely engaged with the finance unit ; and
- Be accountable for any approval done within the finance unit and for the custody of the related source documents.

1.5 Procurement Principles

PIDC's procurement is to be guided by the following principles:

- Ethics
- Value for money
- Open competition
- Green office
- Gender and equality and social inclusion
- Child protection

1.5.1 Ethics

Ethics refer to integrity, uprightness, and honesty. Maintaining probity in procurement involves more than simply avoiding corrupt or dishonest conduct. It means ethical behaviour that upholds public values and ensures impartiality, accountability and transparency resulting in confidence in PIDC's procurement processes by all stakeholders.

1.5.1.1 Accountability and transparency

The test for accountability and transparency is whether an independent third party can clearly see that a defined process has been followed and that the process was fair and reasonable. This Manual clearly sets out PIDC's procurement processes so that they are transparent and available for all stakeholders. PIDC must ensure that it has sufficient evidence to show that the processes have been followed appropriately in each case.

All procurement activities must have the appropriate documentation trail for audit, monitoring and reporting purposes.

1.5.1.2 Perceived Impropriety and Influence

PIDC will prevent the intent and appearance of unethical or compromising conduct in relationships, actions, and communications. Behaviours or actions that may negatively influence or appear to influence procurement decisions will be avoided at all times, including behaviour that may be seen to result in favouritism or undue advantage.

Perceptions of bias can arise if an PIDC staff is seen to accept a gift from an individual or entity seeking to win PIDC business. Any gifts or hospitality offers made to PIDC staff valued at more than WST50.00 must be declared to the Head of Secretariat or Finance section be included in PIDC's Corporate Gift and Hospitality Register.

No PIDC staff shall, either directly or indirectly, solicit or accept gifts or presents from any member of the public who is involved, either directly or indirectly, with any matter that is connected with the duties of the staff, or in which PIDC has an interest. During the course of business, if gifts or hospitality are offered by vendors for representation reasons to PIDC, as a corporate entity or in appreciation of work done by PIDC staff, to either an individual or a group, it must be declared to the Finance Unit.

Offers of bribes, commissions or other irregular approaches from organizations or individuals (no matter how insignificant it may be), must be promptly brought to the attention of the Head of Secretariat or the relevant delegated authority.

This does not prohibit normal, customary business entertainment and the giving of business mementos of nominal value, provided that all such entertainments and gifts are lawful, reasonable, and directly related to the business of the vendor as per Regulation 22 of the PIDC Financial Regulations.

1.5.1.3 Conflict of interest and perceptions of bias

A conflict of interest occurs when a person's personal interests may conflict with their responsibility to act in the best interest of PIDC. Personal interests can include the person's own direct interests, as well as those of family, friends, or other organisations in which the person is connected or invested. A conflict of interest may be actual, potential, or perceived, and may be financial or non-financial. For example, a conflict of interest will arise if a PIDC staff or family member has shares in an organization that is tendering for a contract.

Avoiding actual, potential, and perceived conflicts of interest is fundamental to ensuring the highest levels of integrity and accountability in a procurement process. All PIDC staff are obliged to report any potential conflicts of interest in their decision-making under the Manual. Ensure that any personal, business, or other activity does not conflict with the lawful interests of PIDC. In Procuring any goods, services and works for PIDC, use should not be made of staff, their families, or entities where staff has pecuniary or personal interest unless all interests are declared, and approval is sought from the Head of Secretariat or the relevant delegated authority prior to undertaking the procurement activity. If Head of Secretariat or the relevant delegated authority agrees that a conflict of interest exists, the staff concerned should be excluded from all parts of the procurement process.

A failure to declare a potential conflict of interest may result in disciplinary action in accordance with PIDC's Employee Regulations dated October 2021.

1.5.1.4 Confidential and proprietary information

PIDC will protect confidential and proprietary information of any entity involved in the procurement process. Maintaining confidentiality ensures the integrity of the procurement process, prevents any bidder from gaining an advantage, and protects PIDC from allegations of misuse of confidential information.

Each individual involved in the procurement process is personally responsible for maintaining confidentiality in all oral and written communications, as well as in the handling of information through electronic means.

1.5.2 Value for Money

A core governing principle of PIDC's procurement process is to obtain the best value for money. The best value for money is not necessarily the lowest initial price, but rather is based on an integrated assessment of technical, organizational and pricing factors in light of their relative importance against the requirements (i.e. reliability, quality, experience, reputation, past performance, cost and/or fee realism and reasonableness).

In certain types of procurement such as purchases of information systems or vehicles, the RFQ/ RFP shall, to the extent possible, cover the "Total Cost of ownership", of the items procured. Therefore, it is critical for the procuring section/ division and Finance Unit (for procurement valued at over WST40,000) to develop the statement of needs which will cover all components, factors, parameters which may impact the cost of the goods or services (investment, guarantee, maintenance, disposal, repair, downtime, time between failure, etc.) during the life cycle time. This approach is critical for a fair application of the best value for money principle.

To obtain the best value for money, it is important to consider the optimum combination of 'total cost of ownership' (i.e. acquisition inclusive of all purchase costs [freight, insurance, taxes, travel costs], and maintenance, running and disposal costs), and its fitness for purpose (i.e. quality and ability to meet PIDC's requirements). However it is understood that in Samoa there may be limited reliable suppliers of a particular service/equipment providing efficient back up and this would need to be discussed and noted by the Board Subcommittee.

Procurement processes themselves also have a cost, in terms of staff time, and other resources, and due consideration should be given.

1.5.3 Open competition

Open competition allows all responsible sources to compete in a fair and open environment. It requires the procurement to be conducted in a manner that it is fair, transparent, non-discriminatory, and proportional.

All prospective contractors and suppliers must be provided with standard information and accorded equal and fair opportunity to enable them to provide their quotation or proposal. Impartiality must be maintained throughout the procurement process so that no action taken could be perceived as discriminatory to any party or as causing unfair advantage or disadvantage to any party.

1.5.4 Green Office

PIDC aims to develop offices that are environmentally sustainable by continuing to increase its energy efficiency. It also aims to minimize its impact on the environment through its programmes. To that end, PIDC has adopted a principle of green procurement, which involves purchasing products and services that have a minimal or reduced environmental and human health impact. This principle is part of the formula for considering whether the item delivers value for money.

PIDC will assess the environmental impact of goods and services it purchases against informed and internationally recognized standards and methods. Some practical steps it will take include ensuring wherever possible that due consideration is given to the following matters:

- Longevity (reusability, recyclability) when buying office equipment such as printers, scanners and photocopiers.
- Equipment rated for energy efficiency (e.g. 5-star rather than 1-star) and whether the extra costs can be recouped over the operating life of the equipment.

PIDC will also wherever possible:

- Require suppliers to quote for equipment with the highest energy efficiency rating.
- Look to buy recycled paper and stationery where feasible.
- Only purchase printers or copiers that are capable of double-sided printing; and
- Examine potential office equipment for energy saving/environmentally sustainable 'tags' or 'ecolabelling'.

Request for Proposal for equipment purchases over WST40,000 will include a requirement for suppliers to state the annual energy consumption of the equipment being supplied, the relative costs of different energy efficiency rated units, and the full life-cycle costs of the units.

1.6 Record Keeping and documentation

PIDC acknowledges that managing procurement documentation or records is a vital component of sound procurement practice. Procurement documentation serves as evidence of compliance with the procurement process. They are needed by internal and external auditors to ensure that PIDC is fully accountable and effective in its performance.

Finance Unit will maintain a full set of procurement documents (including any communications between PIDC and any bidders) for every procurement action. These records may be maintained electronically. For procurement actions not involving the Finance Unit, the relevant Procuring section is responsible for maintaining the record and making them available on request, to external auditors. All records are to be kept up to a period of 7 years as per the PIDC Records Policy.

2 PART II- PROCUREMENT PROCESS

Procurement process is a method by which items are purchased from external suppliers procuring goods, services and works.

Procurement process also specifies how the supplier relationships will be managed, to ensure a high level of services is received.

Different Project Implementation and Management Modes

PIDC recognizes that the funding available to the organization comes from several donors and PIDC may need to adopt different ways of implementing or managing a project. In some instances, additional or different policies may apply, depending on the modality adopted, including in some instances, additional donor requirements.

During the design of a project, it is important that there is a clear understanding by PIDC and the donor (s) concerned about which modality will be adopted *ensuring international best*

practice and Manual compliance is adhered to. A project may have more than one mode of implementation out of the three outlined below:

Direct implementation; and

- Grant; and
- Sub-delegation.

In all instances PIDC will be held accountable (by the donor or by members) for any failure to adhere to relevant policies.

2.1 Procurement Steps

All procurement follows the same main steps:

- Planning
- Statement of needs
- Requisition
- Solicitation
- Evaluation
- Award
- Receipt / delivery
- Payment
- Contract closure

However, different procedures apply depending on the value of the goods, services and works to be procured. The higher the value, the more stringent the procedure becomes. The requirements for different procurement thresholds with regard to advertising, solicitation period, evaluation and approval authority are detailed below.

2.1.1 Procurement Planning

Procurement planning should start well before the decision to purchase a good, services or work.

Proper planning provides an opportunity to:

- Fully identify and assess needs;
- Consider the best method for procurement;
- Identify possible vendors;
- Determine the best timing;
- Assess and mitigate risks; and
- Identify opportunities for consolidation of purchases and therefore negotiate better services or terms and conditions.

The Secretariat shall, to the extent possible, avoid last minute procurement, especially at the end of the budgetary period, as this may obstruct the ability of Finance Unit to ensure a transparent, open, efficient, and timely procurement process.

The Finance Unit will issue a request for procurement plan to Divisions on an annual basis. The respective Divisions shall complete the procurement plan and submit it to Finance Unit in a timely manner following the approval by the Board of the PIDC Work Plan the Secretariat will follow the procurement plan template together with any other information that would be pertinent, such as special donors requirements.

All procurement activities valued at greater than WST40,000 in total annually should be included in the procurement plan. This includes goods, services, or works procured on a repetitive basis and the cumulative value per calendar year.

It is prohibited to split contract values across multiple contracts, or between multiple vendors to avoid a procurement threshold or competitive process. If it is anticipated that the contracted services or supplies will be needed for more than one phase off a project, the initial contract should cover all phases of the project.

The Finance Unit in consultation with the Program Officer will prepare an annual PIDC consolidated corporate procurement plan. Major procurement activities for the year will be identified and the final consolidated corporate procurement plan will be tabled during the PIDC Board meeting to seek approval from the board. The procurement plan will be a live document and approval will be sought from the PIDC board on a quarterly basis. Following the approval from the PIDC Board, the Finance Unit will post a procurement forecast notice providing brief details of the upcoming major procurement activities.

2.1.2 Statement of needs

The most critical step in the procurement process is clearly identifying what goods, services or works need to be procured.

The procuring section starts the initial communication with the Finance unit for the start-up meeting which is the commencement of the procurement activity. Once the statement of needs is finalized, the procurement process commences which is the beginning of the procurement activity as per the PIDC Corporate procurement plan.

Once the procurement process has started (i.e. RFP has been formally advertised) the statement of needs must not be changed.

Divisions/Sections are the PIDC's experts in their respective areas and shall use their best effort to develop statement of needs that allow a potential bidder to understand the identified need.

Statement of needs shall ensure that PIDC achieves effective, open competition and best value for money.

Statement of needs shall not refer to brand names, catalog numbers, types of equipment from a particular manufacturer, country of origin of materials, except when it has been determined that it is necessary to do so in order to guarantee the inclusion of a particular essential design or characteristic of functioning, construction or fabrication. In these cases, the references should be followed by the words "or equivalent" together with the criteria for determining such equivalence.

Where a procurement activity is complex, PIDC may use external consultants to assist in preparing or reviewing the statement of needs. A consultant engaged to prepare or review the statement of needs shall not be allowed to recommend a vendor or submit a proposal.

Where relevant, the statement of needs must include a social impact assessment and / or a gender and social analysis.

2.1.2.1 Terms of reference or scope of services

When consultancy or professional services is required, either terms of reference or scope of services will define the work required to be carried out.

The following information should be included:

- Project description;
- The objectives of the assignment
- Scope of services (activities and tasks to be performed);
- Expected outputs and deliverables;
- Institutional arrangements;
- Responsibilities of the contractor;
- Responsibilities of the Secretariat and Member country (if any);
- Duration of the services;
- Duty station;
- Qualifications required; and
- Scope of bid price and schedule of payment including details of fees.

2.1.2.2 *Specification of goods*

Depending on the purchase, the following information should be included in the specifications of goods:

- Functional specification – this focuses on what a product is to do, and what the end use will need;
- Design specification – this defines the exact details of the goods (measurements, drawings, colors etc);
- Technical specification – this describes the characteristics of goods to be procured, or their related operating methods. It may include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements, as they apply to the goods being procured; and
- Any specific requirements such as delivery timeframe, PIDC special tax exemption, destination etc

2.1.3 Requisition

The procuring section authorizes the requisition of the item using the statement of needs. Approving the requisition confirms that the procurement activity is being undertaken in line with PIDC's approved work plan, and that there are funds available on the relevant budget.

2.1.4 Solicitation

Solicitation involves making potential suppliers aware that PIDC intends to purchase certain goods, services or works, and inviting them to submit quotes or proposals. The solicitation process uses the statement of needs contained in the requisition.

Depending on the value of the procurement, either the procuring section or Finance Unit after the approval from the Finance and Audit Sub Committee will lead the solicitation process.

If, at any phase of the procurement process, changes are required to the statement of needs, or to the evaluation criteria in the solicitation documentation, the procurement process will need to be undertaken again under the revised statement of needs.

Amendment to solicitation constitute a serious change from the normal execution of the solicitation process. Amendments must be fully justified and must ensure that integrity, transparency and fairness to all bidders are respected. If it becomes necessary to modify

solicitation documents in any way after they have been submitted to invited vendors, a written amendment shall be issued to all bidders who have downloaded the original RFP. The amendment shall refer to the original RFP, include the amendment number, and set forth in a clear and complete manner the exact changes made.

The Finance Unit shall evaluate whether ample time remains for the potential bidders to consider the amended solicitation documents. If Finance Unit determines that ample time is not available, they shall with written notice to all potential bidders, extend the closing date for submissions to ensure that the vendors can adequately consider the amendment. If the Finance Unit officer determines that ample time is available, he/she shall restate the original closing date in the amendment. The Finance Unit officer shall not extend the closing date without careful consideration of all factors that may be involved, including preferred delivery date(s).

To the extent possible, PIDC should avoid cancelling solicitation, unless the solicitation is unnecessary or will not give satisfactory results. For example cancellation would be justified, if the requested goods, services or works are no longer needed, the requirements have substantially changed, funding is no longer available or the continuation of the solicitation process is no longer in the best interest of PIDC.

If it becomes necessary to cancel the Solicitation prior to the closing date for submissions, the Programme Officer in consultation with the Finance Manager shall promptly notify all bidders who have submitted an interest or downloaded the RFP, that the solicitation has been cancelled. The notification shall be transmitted in such a manner that it reaches the Vendors as quickly as possible by use of email or other means of expedited delivery.

2.1.5 Evaluation

The quotes / proposals will be evaluated against the criteria described in the statement of needs.

Once a solicitation process is completed, and the quotation / proposal deadline has lapsed, the evaluation of the quotations / proposals received is conducted. The evaluation process will be undertaken in a fair and transparent manner to ensure equal treatment of all bidders at all phases of the process. Regardless of how effectively each phase of the procurement process is executed, if the offers, quotations, proposals are not evaluated in a fair and transparent manner the overall process fails.

The purpose of evaluation is to ensure that procurement is awarded to the most qualified and responsive offer affording the best value for money.

Anyone undertaking an evaluation is obliged to uphold the highest ethical standards of this Manual.

A consultant engaged to prepare or review the statement of needs and/or to provide technical advice or expertise shall not be allowed to recommend a vendor or submit a proposal he/ she shall not form part of the Technical or Procurement Committee but due to the skills and knowledge the Consultant can provide technical guidance to the Procurement Committee.

2.1.6 Award of Contract

The Procurement Committee's evaluation report will be submitted to the Head of Secretariat or the relevant delegated authority for approval by the Finance Unit. This approval authorizes PIDC to enter into negotiations with the successful bidder and award the contract.

Once the contract is signed PIDC will publish the name of the successful contractor on its website. Unsuccessful bidders will be notified, and feedback will be offered on their bid if requested.

2.1.7 Receipt/ Delivery

The procuring section is responsible for confirming receipt of the service, goods or works. If the goods, services or works being procured are being delivered to another country or partner agency, the receiver function can be performed by the counterpart in that agency. The PIDC Finance Unit requires signed documentation confirming receipt before processing payment.

2.1.8 Contract Closure

Contract closure is an administrative procedure under which the purchase order in the system is closed after the final payment is made. All documentation relating to the contract is consolidated and filed.

For large purchases, it is good practice to conduct a vendor performance evaluation at the closure of the contract. An evaluation of the vendor's performance or feedback will be forwarded to the Finance Unit for reference for future procurement.

2.2 Procurement Threshold

The Procurement threshold differentiates the procurement processes which will apply depending on the value of the procurement. The different thresholds for the purpose of this Manual is as per below:

2.2.1 Petty cash- $x \leq \text{WST}100$

A cash advance for authorized expenses or reimbursement valued at less than or equal to WST100 can be undertaken using petty cash. All authorized reimbursements can be claimed using receipts for the expenditure incurred.

2.2.2 Shopping- $\text{WST } 100 < X \leq \text{WST } 3000$

Procurement valued at more than WST100, but less than or equal to WST3000, requires at least one quotation.

No competitive process is required, but wherever possible comparable quotes may be obtained to confirm that the offer provides best value for money. Quotations can be solicited directly from the vendors by the procuring section and valid online quotes can be sourced and used as valid quotations.

The quotation will be evaluated by the procuring section and the vendor approved by an authorized delegate. The quote must conform to the technical requirements of the procurement and an evaluation of the quotation must be carried out to ensure conformity.

The Finance Unit will conduct post approval random checks to ensure that these procurement activities provide PIDC with the best value for money available in the market.

2.2.3 Request for quotation- WST 3000<X<=WST 40,000

Procurement valued at more than WST 3000 and less than or equal to WST 40,000 requires an evaluation of at least three comparable quotations or evidence of testing the market to solicit at least three quotations from three different vendors to determine the offer that provides the best value for money. The procuring section will source quotations from vendors and valid online quotes can be sourced and used as valid quotations, the Finance Unit can also assist when required.

The same RFQ documentation or technical specification will be provided in writing to the prospective vendors to provide a quotation. All forms of communication with the prospective vendor will be retained as the source documents for procurement.

Depending on the market for the product or services being procured, procurement below this threshold can also be advertised.

The procuring section will evaluate the quotes, to compare all quotations and proposals received. The Finance Unit can assist to ensure the appropriate process is followed and that all the relevant documentation is properly filed and submitted. The vendor will be approved by an authorized delegate, at which point the Finance Unit can assist in preparing and finalizing the contract, as necessary.

In cases where a procurement valued at less than or equal to WST40,000 is advertised through an RFQ (e.g. to broaden the source of suppliers) the Finance Unit will assist in posting the RFQ on the PIDC website, and the evaluation process will follow the RFQ evaluation process.

2.2.4 Request for proposal- > WST40,000

Procurement valued at more than WST40,000 will require a local or international Request for Proposal (or tender) and will be evaluated by PIDC's Procurement Committee. The Finance Unit will coordinate the process to ensure compliance with the Manual.

2.2.4.1 Advertising

An RFP must be advertised for at least four weeks for procurement valued at more than **WST40,000**.

The letter of invitation together with the RFP document will be posted on the PIDC website, and it will be advertised on at least one technical website (to be confirmed by the procuring section) and in one appropriate newspaper. The RFP is to be advertised as widely as possible to allow for as many bidders to participate. The advertising process should allow all prospective bidders a fair opportunity to submit their quotations or proposals.

No RFP documents will be sent directly to any prospective bidders unless they have been shortlisted through an expression of interest. PIDC officers may alert potential bidders to the fact that the RFP has been advertised.

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No RFP documents will be sent directly to any prospective bidders, unless they have been shortlisted through an expression of interest. PIDC officers may alert potential bidders to the fact that the RFP has been advertised.

2.2.4.1.2 Communication with bidders or potential bidders

Once an RFP is advertised all requests for clarification about an RFP from a potential bidder must be made through the Finance Unit. The Contact detail is included in the RFP document. This is to ensure a fair and transparent process, and that no bidder is given preferential treatment.

2.2.4.1.3 Two Email process

The RFP requires a two-email procedure, in which the technical and financial proposals are submitted in two separate emails as separate electronic submissions.

The two-email procedure will only be waived if it is seen to be in the interests of PIDC to do so, or under circumstances where it is impracticable to administer this process. The Head of Secretariat or the relevant delegated authority needs to approve this waiver before advertising the RFP.

The electronic submission of proposals shall be:

- a. Send in a first e-mail the proposal submission form, the technical proposal submission form and any related document(s), clearly indicating the RFP number in the e-mail subject;
- b. Send in a second e-mail the financial proposal submission form and any related document(s). The opening of this second email shall be protected by a password to be emailed when sending in the financial proposal and will only be opened once the technical evaluation has taken place and will only be opened for technically qualified bidders.

2.2.4.1.4 Closing date

All bids must be received before the closing date specified in the RFP document.

In exceptional circumstances, specifically where the bidder had submitted the proposal before the deadline and it was not received in time by the Finance Unit, the Finance Unit can make a recommendation based on the justifications provided by the bidder to the Procurement Committee in relation to acceptance of the proposal.

2.2.4.1.5 Extension

PIDC may extend the deadline for submission. The notice for extension will be posted on the PIDC website at least seven (7) days prior to the expiry of the initial deadline. Finance Unit will notify bidders that have already submitted a proposal and provide them with an opportunity to re-submit before the new deadline. If, at the deadline, no submissions have been received, the Finance Unit, in consultation with the procuring section, may decide to re-advertise it. The re-advertisement period will be at least two (2) weeks.

2.3 Procurement Committee

PIDC will establish a Procurement Committee for all procurement activity valued at over WST40,000.

The Procurement Committee must consist of:

- Head of Secretariat (Chair)
- Finance Manager (voting member);
- Programme officer -Secretary (non-voting member);
- Samoa Immigration delegate (voting member).

The quorum for a Procurement Committee meeting is the Chair and at least two (2) other voting members.

The Finance Unit will propose endorsement of members to the Head of Secretariat. Once endorsement is given for the proposed members, the list is sent to the Head of Secretariat or authorized delegate for his/ their final approval.

2.3.1 Observers

Depending on the procurement, representatives from implementing partners, or recipients of the procurement, may be invited to attend the procurement committee meeting as observers. The Head of Secretariat or authorized delegate will approve the participation for their attendance as non-voting members. The procuring section must confirm to the Finance Unit that there is no potential conflict of interest.

2.3.2 Establishing a procurement committee

The procurement committee consists of the Head of Secretariat, the Finance Manager, the programme Officer, and the Samoa Immigration Delegate.

All bids will be opened by the Finance Unit following the closure of the RFP.

All members of the Procurement Committee and any observers who are part of the evaluation process must declare their impartiality and commit to maintaining confidentiality of the process. The Finance Unit will provide the necessary forms during the meeting.

Any Procurement Committee member or observer who has or might have an actual or potential conflict of interest with any bidder or applicant must declare it.

The Finance Unit will organize the arrangements and logistics for all Procurement Committee meetings.

- The documentation to be provided to the Procurement Committee will include at least the following information:

- All information provided to bidders, including the advertisement and statement of needs;
- All quotations or proposals received;
- Written information about communication between PIDC and bidders during the solicitation process;
- All technical evaluation forms/ sheets to be used

Where possible, the Finance Unit will prepare a schedule of monthly meetings. However, the Finance Unit may also organize ad hoc meetings to consider individual procurement activities.

2.3.3 Responsibilities of the procurement committee

All members who have agreed to be part of the Procurement committee must be well versed with the requirements of this Manual and all other relevant PIDC policies and manual.

The Procurement Committee members are responsible for:

- Ensuring attendance for meetings which they have agreed to take part in. If any member who has agreed to be part of the Procurement committee is unavailable on the day of the meeting, they are advised to inform The Finance Unit, at least a week prior to the meeting date.
- Adhering to the requirements of this Manual, especially the obligations to act ethically and with due diligence;
- Carrying out evaluations of bids and proposals in line with the Request for Proposal requirements for the particular procurement;
- Ensuring that a consistent and equitable method has been used for evaluation, and which does not favor any bidder;
- Reviewing documents and justifications provided for procurement to ensure that the justification and documentation is complete and appropriate;
- Making recommendations on a particular procurement activity; and
- Providing advice on any exceptional process or cases of waiver of Manual requirements.

The members have a collective responsibility for decisions or recommendations taken or made by the committee. If members disagree on the evaluation, this must be reflected in the Evaluation report.

The Procurement committee chair is responsible for the smooth operation of the committee, coordinating the evaluation process and ensuring its impartiality and transparency.

The Procurement Committee Secretary is responsible for:

- Circulating and collecting the declarations of impartiality and confidentiality;
- Preparing and circulating documentation for the committee;
- Keeping the minutes of all meetings and the relevant records and documents;
- Recording attendance of meetings; and
- Compiling the evaluation reports and their supporting annexes.

2.4 Exceptions to the Procurement process

2.4.1 Non-Competitive Procurement

Non-competitive procurement (NCP) (procurement without competition) will only be used by PIDC in exceptional circumstances and when it can be determined and justified that competitive procurement is neither practical for a given procurement nor in PIDC's best interests.

All requests for non-competitive procurement must be made through the Finance Unit. The request for an NCP must include a technical assessment confirming that the technical specification of goods or services on sole quotation or proposal is in line with PIDC's requirements. The Finance Unit will review the request before submitting it to the PIDC Head of Secretariat or delegated authority for approval.

The Finance Unit will maintain a register of all NCPs.

NCPs will only be approved under the following limited circumstances:

2.4.1.1 Sole supplier

An NCP may be approved where a required product or service is available from only one source. For example, the goods or services may be so specialized or unique, or of such a proprietary nature, that there is only one supplier. This must be justified adequately and it must be clearly demonstrated that the recommended vendor is the only supplier in the market. The best way to demonstrate that there is only one vendor is through reference to a prior competitive process (RFQ or RFP) undertaken for the goods and services.

For situations where the product or services required are patented, or copyright issues exist, relevant documentation and information about the patent or copyright should be submitted.

2.4.1.2 Emergency or crisis situation

An NCP may be approved in circumstances set out in the Crisis Response Procedures.

2.4.1.3 Exceptionally specialized need

An NCP may be approved in exceptional situations, where it is clearly demonstrated that it is in PIDC's interests due to highly specialized (technical or scientific) nature of the procurement requirements to waive the competitive requirement of the procurement process.

This exceptionally specialized need may also include procurement of services that cannot be objectively evaluated and where it is determined that formal solicitation will not furnish satisfactory results.

2.4.1.4 Standardization and compatibility

An NCP may be approved for the procurement of equipment or spare parts that need to be compatible with existing equipment. Additional purchase from the original supplier may be approved, provided that the initial procurement was undertaken through an open competitive process.

2.4.2 Special donor requirements

PIDC acknowledges that some procurement and supply management activities may be subject to specific donor requirements, based on special project needs.

If these requirements are approved by the donor, and the approval is noted in the contribution or financing agreement, the project document, or a document agreed and signed to by PIDC and the donor, the donor requirements will take precedence over any part of this Manual.

Examples where this may apply include where the donor names a specific contractor on the project document or where the donor requires PIDC to use donor's procurement policies and procedures.

In such cases, the Finance Unit will exercise necessary due diligence to ensure that the basic international principles of procurement and financial accountability are not compromised.

2.4.3 Project dealing with informal sectors.

From time to time PIDC may implement projects while working with implementing partners from informal sectors. The informal sector implementing partners, grant recipient or enterprises may not have the capacity to fulfill the procurement requirements of this Manual. Nonetheless, donors may require PIDC to develop the operational and technical capacity of such partners.

Where PIDC is working with an informal sector, the appropriate procurement process to enable effective implementation should be identified as early as practicable, and be made known to the donor for its endorsement.

If the donor endorses the proposal Finance Unit will prepare a submission and present it to the Head of Secretariat or authorized delegate before seeking approval from the PIDC Board setting out:

- The reasons why PIDC's Procurement Manual would not allow effective implementation of the project;
- The endorsement or no objections from the donor for the proposal process being used; and
- Risks, consequences of the risks materializing, and any risk mitigation actions.
- The PIDC Board must approve the proposal before procurement action commences.

2.4.4 Crisis response procedures

The crisis response procedures are intended to improve the speed and efficiency of PIDC's response to the recovery needs of countries affected by crisis for a defined period of time.

They provide increased operational flexibility to carry out procurement activities in the shortest period of time possible, without compromising accountability. However, they only apply to procurement activity directly related to the crisis response.

2.4.4.1 Activation of Crisis Response Procurement (CRP)

2.4.4.1.1 Declaration

The Head of Secretariat or delegate in consultation with the Board Chair will activate the CRP through written declaration. The declaration will include:

- Confirmation of specific projects or programmes that may use the CRP;
- Any geographical limitations;
- Any restrictions on functional areas for the project; and
- The time limit of the declaration.

All other programmes and projects will continue to apply standard policies and procedures. These procedures will apply for the duration of emergency or crisis period, within any restrictions by the Director- Generals or delegates declaration. The use of existing Preferred Service Agreements (PSAs) and shortlisted rosters is encouraged during this period.

2.4.4.1.2 Duration of Emergency or crisis period

The CRP declaration must have an activation date and an expiry date. The initial declaration can be for a period of no more than ninety (90) days. The declaration must be reviewed at least seven (7) days before it expires to determine whether the emergency or crisis period still impacts normal procurement activity, and whether there are any projects originally included in the declaration that should be excluded.

The declaration can again be renewed for a further period of no more than ninety (90) days. If the declaration is not renewed, it lapses.

CRP declarations are to be used for extreme unanticipated circumstances, and are not to be used as a way to circumvent normal procurement processes or planning.

A procurement plan detailing the expected procurement activities will be forwarded to Finance Unit following the declaration.

2.4.4.2 Crisis response procedures (CRP)

The CRP declaration make the following changes to the procurement thresholds.

2.4.4.2.1 Crisis response shopping- WST 3000<X<=WST20,000

When the CRP are applied, the procuring section may use the procurement “shopping” process up to a threshold of WST20,000, provided that:

- The goods, services or works being procured are needed to respond directly to the emergency set out in the declaration; and
- There is evidence and justification for why three quotes cannot be obtained within the required time.

Poor planning is not a justification for not obtaining three quotes. Appropriate reasons may include evidence that appropriate suppliers are affected by the crisis.

2.4.4.2.2 Crisis response shopping- WST20,000<X<=WST50,000

When the CRP are applied, the procuring section may use the procurement “shopping” process up to a threshold of WST50,000, providing that:

- The goods, services or works are:
 - Critical and urgently required items (such as bulk passports for member countries, procuring services of Visa/ immigration service providers etc); or
 - Immediate equipment (such as biometrics machines, specialized software etc); or
 - Needed for immediate Immigration policy change requirements;
- There is evidence and justification for why three quotes cannot be obtained within the required time; and
- There is evidence and justification for the urgency of the need.

It is expected that this procedure will only be used within the immediate aftermath of the crisis declaration (30 days) as part of the immediate disaster response.

Poor planning is not a justification for not obtaining three quotes. Appropriate reasons for not obtaining three quotes may include evidence that appropriate suppliers are affected by the crisis.

2.4.4.2.3 Crisis response RFP- X<WST40,000

When the CRP are applied, the procuring section may use the following modified RFP procedures where the goods, services or works being procured are needed to respond directly to the emergency set out in the declaration, and there is evidence that waiting for the normal advertising period may adversely impact PIDC’s response to the emergency.

Advertising of the RFP will occur for a minimum of five (5) days for procurements over WST50,000.

Finance Unit may establish an ad hoc Procurement Committee to hear urgent requests for procurement activities. In these cases the committee may have less than seven (7) days to review the submission documents. Notwithstanding any urgency, the Procurement Committee still needs to satisfy itself that PIDC is receiving value for money.

2.4.4.2.4 Monitoring, evaluation and reporting

Copies of all documentation relating to CRP must be kept in a separate folder, with a copy of the declaration. At the end of the application of emergency or crisis period the procuring section will submit a report to Finance Unit on the use of CRP. The report will capture the effectiveness of the CRP processes, lessons learned, suggestions for improvement and feedback from beneficiaries.

2.4.4.2.5 Accountability

The increased flexibility in the processes of CRP does not eliminate the need for the usual due diligence, application of standards of accountability and principles of procurement that continue to apply across all actions.

2.5 Payment

2.5.1 Advance payment

Generally, PIDC will not enter into any contract or arrangement requiring an advance payment for goods, services or works.

PIDC may advance up to 20 per cent of the value of a contract if the advance payment is required for:

- Mobilization costs linked to civil works;
- Start-up costs; or
- Design costs.

PIDC may advance more than 20 per cent of the contract value only if it is a standard term and condition of the vendor before it will supply those goods, services or works, and if the advance:

- Facilitates international procurement; or
- Relates to a critical payment (such as a booking fee for a venue for a workshop).

In all circumstances, Finance Unit must be consulted before any commitment is made to the vendor about any advance payment.

2.5.2 Contract payment

All payments for contracts will be based on delivery of set milestones. Each payment scheduled on the contract will be captured on a different line of the purchase order.

2.5.3 Payment terms

To receive payment in line with the payment schedule of the contract, the contractor must submit an invoice to PIDC. The invoice should specify:

- The goods or services delivered (or milestone achieved);
- The date of delivery;
- The net cost; and
- Any discount or charges, as appropriate.

PIDC will pay undisputed within thirty (30) days of receiving an invoice, and payment may not be deemed overdue until thirty (30) days have passed.

A minimum of thirty (30) per cent of the total contract value must be allocated to the final payment of the contract.

2.5.4 Final payment

The final payment will only be effected when all contractual obligations are met by the contractor. Determining when all contractual obligations are met will depend on the nature of the contract, as described below:

- For goods, the goods must have been received and accepted by PIDC.
- For services, the services must have been received and PIDC must accept the quality of those deliverables.

2.5.5 Direct payments

A direct payment is a payment made when no purchase has been issued.

A direct payment can be used for the following categories:

- Utilities payment;
- Customs fees and duty charges relating to consignments;
- Subscription charges;
- Renewal of business or software license;
- Fees to educational institute for professional development;
- Credit card payment to banks;
- Internal transfer of funds within or between divisions;
- Travel advance;
- Payment of insurance premium;
- Legal fees;
- Advertising of procurement and recruitment notices.

A direct payment can be used in circumstances where:

- The cost of the services being delivered cannot be ascertained before the delivery of services; and
- It is demonstrated that either it is not in PIDC's interests or it is impracticable to issue a purchase order before the services, goods or works are delivered.

Finance Unit may approve other limited categories for direct payments. All requests for processing of direct payments must be submitted through the Finance Unit, and payment must be made in line with PIDC's financial regulation.

3 PART III- CONTRACT MANAGEMENT

Good contract management ensures both parties to a contract fully meet their respective obligations as efficiently and effectively as possible. Professional contract management maximizes benefits for PIDC and minimizes associated risks.

The award of procurement is made by issuing approved purchase order and /or contract to the vendor. Once a PO is issued, or a contract is signed by both parties, Finance Unit and the procuring section must ensure that all parties to the legally binding agreement fully meet their

respective obligations as efficiently and effectively as possible. The procuring section will monitor and manage the implementation of the terms and conditions of the contract and the achievement of commitments and milestones throughout the life of the contract.

Standard PIDC templates will be used for all contracts and legal documents. Depending on the nature of the contract, these will be reviewed by the Finance Unit and registered by Finance Unit before being issued.

While a contract also forms PIDC's commitment with external parties and is a legally binding document, a purchase order will still need to be raised to capture all legal commitments. The purchase order will be raised as soon as possible after the signing of the contract. This is also to assist with the management of contract and budget.

All documentation relating to the contract must be provided to Finance Unit for filing.

PIDC does not insure contractors for their travel or health, professional indemnity or any other risks or liabilities that may arise during the services (this includes any subcontractors or associates the contractor may hire). PIDC will also not be responsible for any arrangements or payments related to visas, tax or duties for which the consultant may be liable.

3.1 TYPES OF CONTRACTS

There are a variety of contract types that PIDC uses, so that a contractor assumes either more or less responsibility. The selection of an appropriate contract type depends on the nature of the goods, services or works to be procured, the uncertainties that may be involved in contract performance, and the extent to which PIDC or the contractor is to assume the risk or the cost of performance of the contract.

A contract must be signed and dated by both parties (each holding the necessary authority to bind) before it is effective.

Finance Unit can provide advice on the most appropriate contract. Example of types of contracts include:

- Purchase order
- Contract for Professional services
- Contract for supply
- Preferred supplier agreement

3.1.1 Purchase order

A purchase order is a written authorization from PIDC for the procurement of goods, services or works.

It is an official, binding contract and a commitment to a vendor by PIDC for payment of the procurement being undertaken. It is generated by PIDC's financial management system.

Purchase orders are to be raised to all procurement activities, except for petty cash and direct payments. No work, or delivery of goods or services will start before the approval of the purchase order.

A purchase order can be amended after approval but before it is released to the vendor. To make an amendment, the procuring section needs to request that Finance Unit re-open the purchase order by providing reasons, justifications and relevant documentation related to the amendment. Once changed, the purchase order must be re-submitted for approval.

3.1.2 Contract for Professional services

A consultancy involves the engagement of an individual, organization or firm to provide intellectual or knowledge-based services (e.g. analysis and advice) through delivery reports, studies, assessments, recommendations, proposals, etc.

PIDC uses consultants when the required expertise is not available among staff, to address peak workloads, or when the engagement of a consultant is more efficient or effective than hiring staff on PIDC terms and conditions of employment. Typically consultancies involve a specific task to be completed within a specified timeframe at an agreed cost.

Once the need for a consultancy has been established, the procuring section will draft terms of reference (TOR). A TOR must be prepared for all consultancies, as the TOR will form part of the contract for the consultancy, and will be the basis for any solicitation of bids.

The same procurement thresholds and processes apply for consultancies as for all other form of procurement.

3.1.2.1 Limits on engaging consultants

A consultant is a person, organization or firm engaged for a limited time period to:

- Provide intellectual or knowledge-based services through delivery reports, studies, assessments, recommendation etc;
- Assist a contracting authority in carrying out its operations and functions;
- Perform operations or functions that involve skills or capabilities that would normally be expected to reside within the contracting authority but which are not currently available.

When to engage an Consultant	When NOT to engage a consultant
<ul style="list-style-type: none"> - When the required service or expertise is not available in-house. - When there is need for specialized or technical high quality services. - When there is a need for economy and efficiency. - When specific skills or expertise are required at the conceptual stage of the project that can deliver tangible value and potentially save costs in future - When an external independent and objective opinion or review is required of an issue or project 	<ul style="list-style-type: none"> - To perform staff functions. - To fill a post temporarily vacated by an PIDC staff. - When recruitment of a new staff member for an existing position is taking longer than usual for whatever reason. - To fill regular and continuing functions in an office. - When staff management is required - When access to systems is required - When staff entitlement is required

PIDC will not hire a former or retired PIDC staff member as a consultant within three months of their separation from PIDC.

Exceptions to hiring exiting staff:

- Staff contract less than 12 months
- Where there is a need to maintain a staff member for a short period of time after project closure (for instance, due to donor requirement). In such a case, a consultancy contract may be offered, providing it has been approved by Head of Secretariat or the relevant authority. The length of such a contract will not exceed six months.

3.1.2.2 Conflict of interest

The Procurement Manual requires that Consultants provide professional, objective, and impartial advice and at all times hold the PIDC's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate or personal interests. PIDC may take an appropriate action to manage conflict of interest or reject the proposal for award if it determines that a conflict of interest has flawed the integrity of any consultant selection process. Without limitation on the generality of the foregoing, consultants shall not be contracted under the circumstances set forth below:

- Consulting firms or individuals consultants that have business or family relationship with an PIDC staff member who are directly or indirectly involved in any part of the consultant selection process may not be awarded a contract for consultancy unless conflict has been resolved or managed in line with provisions of Procurement Manual.
- Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of PIDC.
- A consulting firm or individual consultant hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's or individual consultant's services for such preparation or implementation.

3.1.2.3 Contract terms

Procuring sections and consultants should be aware of the following specific requirements for consultants:

- A consultant will not start work or travel until the signing of the contract by both parties.
- Consultancy fee should include all costs related to providing the services (such as travel, accommodation and any related cost).
- Output based contracts are the preferred option for PIDC.
- The certificate for closure of contract and the end of services report has to be provided before the final payment is processed.

3.1.3 Contract for supply

A Contract for supply requires the engagement of a supplier or suppliers to deliver goods as per the Specification of goods in the Request for Quotation or Request for Proposal.

PIDC uses Suppliers when the required to procure supplies such as stationery, laptops, assets and consumable items.

Once the need for supply has been established, the procuring section will draft the specification of goods. A specification of goods must be prepared for all supply contracts valued at over WST40,000.

The same procurement thresholds and processes apply for contracts for Supply as for all other form of procurement.

3.1.4 Preferred supplier agreement

PIDC uses preferred supplier agreement (PSA) to capitalize on volume procurement, by leveraging its purchasing power for low-value but high-volume procurement.

A PSA is a contractual agreement for the provision of goods, services or works (as and when required), under a schedule of rate or on quotation basis.

A PSA can be established with one or more suppliers to provide an undefined volume of goods, services or works for PIDC in accordance with contract conditions that may or may not include price. Typical examples include travel and ICT equipment, where the total procurement volume is large and recurring, while individual orders are relatively small. PSAs are managed by the procuring section.

The appointments of preferred suppliers are initially made through a public competitive procurement process, either through and RFQ, and RFP or a full international tender process based on the volume and amount of procurement. Once a PSA has been implemented, orders can be placed directly with the supplier(s) by the procuring sections, on terms stated in the PSA, without going through another competitive bidding process or needing to obtain comparative quotes from other suppliers.

A PSA will be initially for one year and will only be renewed upon confirmation of satisfactory performance before the expiry of the contract. The PSA can then be renewed for another three (3) years, for an overall maximum of four (4) years. The procurement must then be re-advertised.

Regular supply audits and checks must be performed to assess the effectiveness of the supplier's quality assurance system, thus ensuring that preferred suppliers meet the requirements of the minimum service level agreement and standards agreed to. The review and checks will ensure effective tracking of supplier performance and provide critical information for negotiation of purchasing and service agreements.

Market changes related to goods, services or works being procured under PSAs should be monitored on a regular basis. If there are any significant changes in the market of the goods,

services or works being procured, a new competitive bidding process should be undertaken to test the market to determine whether the preferred supplier provides the best value for money to PIDC. The review will determine whether renegotiation and revalidation of the current PSA conditions should be undertaken with the existing supplier according to the new agreed market, or whether alternatively a new preferred supplier should be contracted through a competitive process.

3.2 Amendment to contract

If there is a need to change the material aspect of the contract, then there must be a contract amendment. Examples include where the contract will be extended or there is a modification of the goods, services or works to be delivered.

A request for amendment to contract is to be made by the procuring section through the Finance Unit. The request for amendment must be submitted, together with the original contract and a memo identifying the clauses that need to be amended, the proposed amended clauses, and justifications for the amendment.

Any amendment that results in an increase in the total amount of the contract of more than 20% will be reviewed by the procurement committee.

A contract may only be amended (or extended) within one month of its expiry.

If the cost of the contract is to be amended PIDC must be sure that the revised contract still provides the best value for money compared to other bidders involved in the procurement process.

It is prohibited to use a contract amendment to avoid a competitive process.

If the total value of all amendments to the contract (including the initial contract) exceeds the threshold for the initial contract, the requirements for the new threshold apply. This may mean that an RFP needs to be conducted.

If the terms of reference or deliverables/outputs are amended a new competition process must be undertaken.

3.3 Breach of Contract

- If a vendor breaches a contract, PIDC will take appropriate remedial action.
- The procuring section managing the contract must alert the Finance Unit as soon as they become aware of possible breaches of contract. The Procurement Team will liaise with the Legal Team and consider appropriate action.

3.4 Post Facto and Retro Active Contract

A post-facto situation arises when a contract or purchase order has not yet been issued by PIDC, but the services or works have been rendered or the goods purchased and received.

A retroactive case occurs when no contract or purchase order has been issued, but the supplier has begun providing services or works, or the goods have been ordered but not yet delivered.

PIDC maintains a zero tolerance approach to the processing of post-facto and retroactive contracts.

Where a post-facto or retroactive situation has occurred, the Head of Secretariat or authorized delegate must be informed by the Finance Unit. The procuring section must provide to the Finance Unit for submission an explanation of the circumstances leading to the post-facto or retroactive situation, including how it occurred, any emergency or unusual circumstances, reasons why the process resulted in a post-facto or retroactive situation, and what mechanisms have been put into place to ensure similar situations are prevented in the future.

3.5 Liquidated Damages

Where time is the essence, PIDC will include a provision for liquidated damages (recommended as one [1] per cent of total contract amount per week) when delays result in extra cost, or loss of revenue, or loss of other benefit for the project and PIDC.

The provision for liquidated damages provides a claim of right to remedies, deducting a fixed percentage for each day or week of delay as compensation for losses sustained in the case of non-or late performance. Once a total deduction of ten (10) per cent has been reached, PIDC may consider terminating the contract.

3.6 Contract Closure

Contract closure is an administrative and financial procedure, where the purchase order in the system is closed after the final payment is effected. All documentation relating to the contract are consolidated and filed, and both parties (contractor and PIDC) certify that they have fulfilled their contractual obligations with no outstanding, unexecuted tasks by signing the certificate of closure of contract.

For large purchases it is good practice to conduct a vendor performance evaluation at the closure of the contract. An evaluation or feedback on the vendor's performance will be forwarded by the procuring section to Finance Unit for reference for future procurement.

4 Annex 1: Delegations of Authority

Authority	Power	Position	Limitations
to approve the formation of Procurement Committees	To provide written or verbal approval.	Head of Secretariat	N/A
to approve any derogation as per the donor requirements specifically for Informal sectors	To provide written or verbal approval.	PIDC Board	N/A
To approve all procurement valued at over WST 50,000	To provide written or verbal approval.	Head of Secretariat	N/A
To approve all conflicts of interest and perception of bias	To provide written or verbal approval.	Head of Secretariat	N/A
To approve award of contract for procurement over WST50,000	To provide written or verbal approval.	Head of Secretariat	N/A
Waiver of the two envelope/ email procedure.	To provide written or verbal approval.	Head of Secretariat	N/A
To approve the inclusion of observers as non-voting members of the procurement committee	To provide written or verbal approval.	Head of Secretariat	N/A
Activation of Crisis Response Procurement	To provide written or verbal approval.	Head of Secretariat and Chair of PIDC Board	N/A

Records Policy

Document version control	1.0
Responsibility:	Head of Secretariat
Approved by:	PIDC Board
Date approved:	
Date last amended:	
Date for next review:	
Other relevant document	PIDC Procurement Manual PIDC Financial Regulations

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Purpose

The Records Management policy establishes the framework for the management of the records at PIDC. It outlines the practices for creation, storage, use, and eventual destruction or retention of records in compliance with organisational requirements and international standards.

Scope

This policy applies to all PIDC staff and its non-staff personnel.

A. Overview

1. Key objectives

1.1 The intent of this policy is to help PIDC:

- a. Establish a records management framework that meets PIDC's organizational goals and business requirements;
- b. Embed and promote good records management practices to ensure records are made available to support operations and the transactions of business, while minimizing any risk to PIDC;
- c. Ensure records, regardless of format, are managed systematically so they:
 - i. Can be found, retrieved and used;
 - ii. Are reliable and authentic- they provide a true representation of operations actions, and/ or decisions;
 - iii. Have integrity- they are complete and have not been altered;
- d. Keep records secure, to protect the rights and obligations of PIDC and its stakeholders while balancing the need for greater accessibility and awareness to support business efficiency and effectiveness.

2. Ownership of records

2.1 PIDC collects a range of information for its official activities. These records are the property of PIDC and will be retained and destroyed in accordance with this policy and the agreed retention and disposal schedule.

3. Creating a record

3.1 Information created and received (including correspondence) by all PIDC staff and non-staff personnel in the course of their work is to be kept as a record. This includes, but is not limited to, information that:

- a. documents a decision, or is likely to require action, follow-up, or a reply (such as directives and official letters);
- b. provides evidence of policies implementation, processes, activities and transactions (such as project plans, business cases, requests for funding and procurement documents and contracts);

c. will be of value to staff when making decisions in the future (e.g. directives, contracts and Memorandum of Understanding).

4. Digitizing records

- 4.1 To support PIDC's shift away from a predominantly paper-based way of managing records, existing paper records are to undergo digitisation where there is a defined business need, and it is cost-effective.
- 4.2 Priority is given to certain records categories and/or vital records, such as human resources, finance and procurement paper records which are digitised to facilitate access and search for external audit purposes.

B. Storing and maintaining records

5. Classification of records

- 5.1 PIDC will adopt a business classification scheme for PIDC's procurement records.
- 5.2 PIDC shall ensure that any records that concern confidential information or personal information or sensitive information shall be stored securely and privately, so that such information is not disclosed to persons who are not entitled to receive that information.

6. Storage and maintenance

- 6.1 Records are to be stored in conditions that ensure they can be maintained throughout their lifecycle.
- 6.2 Paper records must be raised from the floor in a dry, pest free location that is free from excessive temperature fluctuations and unlikely to suffer water damage.
- 6.3 Digital records must be stored in an approved PIDC information repository or business information system.
- 6.4 PIDC will take reasonable steps to ensure the safe storage and security of any records containing confidential, personal, or sensitive information and to prevent unauthorised access to such information.

7. Digital continuity

- 7.1 PIDC is committed to ensuring digital records with associated metadata are actively managed and maintained, complete, available and can be used for as long as needed, including beyond their original business use.
- 7.2 PIDC protects digital records from technological obsolescence and loss. To maintain digital continuity, the Information Services division applies standard formats, sets minimum requirements for digitisation, takes regular and secure backups, and migrates records between systems when systems are replaced or decommissioned.

8. Vital records for business continuity

- 8.1 Identifying vital records is a critical records management activity to ensure that PIDC can continue to operate effectively after a natural disaster (earthquake, cyclone, tsunami), an accident (water leak, mistaken deletion) or an incident (fire, fraudulent deletion, cyber- attack); and for business continuity when recovering from disruption to normal business operations.

8.2 All divisions are to identify and manage their vital records as part of PIDC's business continuity planning and provide the details to Information Services. Vital records are stored in an PIDC approved information repository. Any vital records stored on unapproved devices or in an unapproved information repository by individual staff and non-staff personnel, has potential to be at risk of loss and can lead to disciplinary action.

C. Using and sharing records

9. Access to records

9.1 All staff and non-staff personnel will have access to archives and records necessary to conduct their official business, subject to the terms and conditions established under this or any other relevant policy.

9.2 Access to archives is administered by Information Services.

9.3 Access to records containing confidential, personal or sensitive information is granted to staff and non-staff personnel who have a clear business purpose, inherent to their duties, to use such information. The Head of Secretariat may grant ad hoc access to these records to staff and non-staff personnel who would not normally have access to them, if there is a legitimate work purpose, and it is permitted under relevant policies, including the Employee regulation.

D. Destroying records and retaining archives

10. Retention and disposal schedule

10.1 PIDC will keep all procurement records for a period of 7 years.

10.2 The retention and disposal period will provide for accountable and transparent recordkeeping and will identify minimum retention periods for records to meet PIDC's administrative, fiscal and legal requirements. It will also identify records to be retained in PIDC's archives.

10.3 Staff may not alter, misplace or render useless any official document or file that needs to be kept as a record.

10.4 Staff may not dispose of any records in their possession unless it is permitted under the retention and disposal schedule.

11. Records to be destroyed

11.1 All PIDC records are assessed for destruction in accordance with the approved retention and disposal schedule.

11.2 Records are destroyed securely to protect PIDC's reputation. Records containing confidential, personal or sensitive information are destroyed in a protected manner to prevent PIDC from inadvertent release or loss.

11.3 For records that have been digitised, the original source record may be destroyed where the digitisations meets minimum quality standards, and the digital record is stored in an approved PIDC information repository or business information system.

11.4 Records must not be destroyed without:

- a. Confirmation from the relevant officer that they are covered by the approved retention and disposal schedule;
- b. Confirmation that the division/ section that created the records that they are no longer required to support operations.

11.5 The Head of Secretariat is responsible for approving:

- a. The destruction of records after a disaster, accident or incident, regardless of the retention period outlined in PIDC's retention and disposal schedule, if it is not cost effective to recover them.
- b. The destruction of records in accordance with PIDC's retention and disposal schedule.

12. Responsibilities of staff and non-staff personnel

12.1 All staff and non-staff personnel are responsible for adhering to this Policy and following procedures for the retention of their records

12.2 Any records that staff and non-staff personnel no longer need daily access to, are to be transferred to Information Services for archiving, in the agreed format.

12.3 All divisions, programmes and teams are encouraged to adopt a uniform naming convention for electronic files. Good record titling is important for efficient administration and good decision-making because it makes information accessible, searchable, and easier to find.

12.4 All Section Heads are also responsible for:

- a. ensuring appropriate resources (time and people) are allocated to records management activities. This includes having appropriate documentation and approval in place before any destruction or transfer activities are conducted, and confirmation records are no longer in regular use before destruction or transfer occurs
- b. ensuring vital records are identified
- c. ensuring records containing confidential, personal or sensitive information are identified
- d. ensuring all records are stored in a PIDC approved information repository or business information system and are protected from unauthorised access.



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

RFQ [PIDC Reference number]

REQUEST FOR QUOTATION (RFQ) FOR SERVICES

Project Title:	<i>[Project Title]</i>
Nature of the services	<i>[insert brief details on the nature of the services]</i>
Location:	<i>[Insert location for the services to be delivered]</i>
Date of issue:	<i>[Date the RFQ is issued]</i>
Closing Date:	<i>[Closing Date]</i>
PIDC Reference:	[PIDC Reference number]

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2.7 COMPLAINTS PROCESS	5
PART 3: SPECIFICATION OF GOODS	ERROR! BOOKMARK NOT DEFINED.
A. BACKGROUND/CONTEXT	ERROR! BOOKMARK NOT DEFINED.
B. FUNCTIONAL SPECIFICATION	ERROR! BOOKMARK NOT DEFINED.
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H. SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS	ERROR! BOOKMARK NOT DEFINED.
I. ANNEXES TO THE SPECIFICATION OF GOODS	ERROR! BOOKMARK NOT DEFINED.
PART 4: PROPOSAL EVALUATION MATRIX	ERROR! BOOKMARK NOT DEFINED.
4.1 COMPETENCY REQUIREMENTS & SCORE WEIGHT	ERROR! BOOKMARK NOT DEFINED.

Part 1: INTRODUCTION

1.1 About the Pacific Immigration Development Community (PIDC)

The Pacific Immigration Development Community (PIDC) was established in 1996 and is a forum for official immigration agencies of the Pacific Region.

PIDC enables Heads of immigration agencies to discuss issues of mutual interest and to foster multilateral co-operation and mutual assistance aimed at strengthening members' territorial borders and the integrity of their entry systems.

For more information about PIDC and the work that we do, please visit our website: <https://www.pidcsec.org/about-us/>

1.2 PIDC's procurement activities

PIDC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Manual.

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At PIDC, procurement valued at more than WST 3001 and less than or equal to WST 50,000 requires an evaluation of at least three quotations to determine the offer that provides the best value for money through a Request for Quotation (RFQ) process.

This RFQ sets out PIDC's requirements for a project and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information.

Your participation confirms your acceptance of PIDC's conditions of participation in the RFQ process.

Part 2: INSTRUCTIONS TO BIDDERS

2.1 Background

PIDC invites you to submit a quotation to deliver the goods as specified in [Part 3](#).

PIDC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [insert PIDC Contact email] and with the subject line of your email as follows: **Submission [PIDC Reference]**.

The supporting documents expected in this RFQ are:

- Conflict of interest declaration form available in Part 5 link to be completed
- *[mention any necessary supporting document: technical proposal form, CV, cover letter, work-plan, etc.]*

Your submission must be clear, concise, and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by *[Closing Time]* *[Time zone]* on *[Closing Date]*.

2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

PIDC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of PIDC.

In the event of a bid being accepted, procurement will take place under PIDC's General Terms and Conditions of contract and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

2.4 Key Contacts

Please contact PIDC should you have any doubt as to what is required or if we can help answer any questions that you may have.

[PIDC Contact] will be your primary point of contact for this RFQ and can be contacted at [PIDC Contact Email].

Details will be kept of any communications between PIDC and bidders. This assists PIDC to ensure transparency of the procurement process. While PIDC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, PIDC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the goods.

2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while PIDC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
RFQ sent to potential vendors	<i>[Date RFQ is issued]</i>
RFQ Closing Date	<i>[RFQ Closing Date]</i>
Award of Contract	<i>[Date Expected for Contract Award]</i>
Commencement of Contract	<i>[Date Expected for Commencement of Contract]</i>
Conclusion of Contract	<i>[Date Expected for Conclusion of Contract]</i>

2.6 Legal and compliance

Confidentiality: Unless otherwise agreed by PIDC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and any related documents as confidential. PIDC will also treat the information it receives from the bidders as confidential.

Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify PIDC in writing as soon as possible of any situation that could constitute a conflict of interest

during the RFQ process. If you have any familial connection with PIDC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to PIDC** the conflict of interest and declaration form available in Part 5 below.

Breach of this requirement can result in PIDC terminating any contract with a successful bidder.

Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in [*Choose currency*] and must be net of any direct or indirect taxes and duties and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

No offer of contract or invitation to contract: This RFQ is not an offer to contract or an invitation by PIDC to enter into a contract with you.

Privacy: The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ.

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of PIDC in connection with any contract which may (or may not) follow on from this RFQ process.

2.7 Complaints process

Bidders that consider they were not treated fairly during any PIDC procurement process may lodge a protest. The protest should be addressed to info@pidcsec.org. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: TERMS OF REFERENCE

A. Background/context

[Insert information related to background:]

- *Provide an overview of the project and the context of the required services*
- *Emphasize the relevance/purpose of the services while establishing its importance, indispensability, impact and/or consequence (e.g., to provide the baseline information for management decision, to generate lessons learned and best practices in preparation for the succeeding phase, etc.)*
- *Explain thoroughly the peculiarity of the setting of the project or the services required, if any (e.g., security risks involved in conducting the work in certain communities, certain attitudes and behaviour unique to the stakeholders, foreseen difficulties in undertaking the work, lessons/experience from previous Contractor of the same work, etc.)*
- *Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]*

B. Purpose, objectives, scope of services

[Insert information related to the purpose, scope and objectives of the services:]

- *List down major activities to be undertaken by Contractor*
- *Briefly describe the required activities (scope, location, subjects, etc.) and other information that will help prospective bidders understand the nature of the work*
- *If possible, it is always best to list down per activity the literature/data/information already on hand and may be made available to the Contractor as reference/input to the activity. If the said literature/data/information cannot yet be provided as annex to the TOR, the TOR should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)*
- *Specify the specific working conditions or constraints associated with the assignment (mandatory location to provide the services, partners and collaborators involved, etc.)*
- *List the expected written/tangible outputs in detail (number of reports, number of pages, precise technical specifications, format, etc)*
- *Specify the time constraints of the project (availability of partners, reporting deadlines to the donor, etc.)*
- *Include intangible results of the work, if any.]*

C. Timelines

[Insert information related to the timeline:]

- *State expected duration of work/total no. of days/weeks/months of engagement*
- *Indicate target date of commencement of the work and expected completion date, including conditions to both, if any, justifying the timing, if necessary.*

- *Present schedule/target deadline for the delivery of each of the expected outputs. If the specific dates are too variable and cannot yet be defined, the span of time from the commencement of the work should instead be indicated (e.g., 2nd week from Issuance of Notice to Proceed, 1 week after signing of the contract, etc.).*
- *Break down the work duration into projected number of days/weeks/months per major activity or per nature of work. (e.g., 1 full week of field work, 2 months of continuous interview, 5 days data gathering, 1-month full-time desk work, etc.)*
- *Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the consultancy.]*

D. Reporting and contracting arrangements

- *[Insert information related to reporting and contracting arrangements:*
- *• Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from.*
- *• Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.)*
- *• Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with in the course of the work.*
- *• Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.*
- *• Identify the Contractor's duty station, mentioning the location of field works or other activities where traveling will be necessary.*
- *• State whether the Contractor will be required to report regularly or be present at a certain office during the work, including frequency of reporting if intermittent.*
- *• Warning: if the service is governed by certain international standards related to the profession (copyright, software, video, images and photos, etc.), please specify very clearly the scope of use by PIDC of the materials protected by these rights: for how long, what geographical area, what type of use (always non-commercial, sometimes public distribution, sometimes reproduction, etc.), etc. In case of doubt please ask Legal.*
- *• If travel is required – please provide details for arrangements and payments (PLEASE NOTE THAT PIDC will pay or reimburse Contractors for additional costs ONLY WHEN bidders are expressly requested in the TOR to mention these possible additional costs AND the contractor has estimated the amount of these additional costs in his financial proposal AND the contract mentions, in addition to the fees due to the contractor, a maximum amount payable by PIDC for additional costs (travel and any additional costs))*
-

E. Skills and qualifications

- *[Insert information related to skills and qualification:*
- *• Set minimum number of years of work experience on the preferred field of practice*
- *• Identify special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document approval from a certain donor, etc.)*

- *If a team of experts need to be formed, indicate the maximum number of team members and specify the recommended qualifications of each team member if a set of varied ones are required.*

F. Scope of Bid Price and Schedule of Payments

- *[Insert information related to scope of bid price and schedule of payments:*
- *State whether the contract price is lump sum payments based on milestones or time based.*
- *Specify the cost components that the bidder must include in the computation of contract price which should include professional fees, management and operating costs, travel costs, per diems and any other administrative costs.*
- *Specify the milestone activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment (e.g., 30% upon submission of the Final Report to PIDC and issuance of a Certificate of Acceptance of the output.)*
- *Specify that the terms of payment shall be in accordance with the provisions of Article 10 of the PIDC General Conditions]*

Milestone/deliverables	Deadline	% payment
TOTAL		

G. Annexes to the Terms of Reference

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the TOR. Only non-confidential documents can be shared.

Add any templates (reports, budgeting, etc.) that may be required for the project.]

Part 4: PROPOSAL EVALUATION MATRIX

4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder from the RFP at the bid opening committee stage.]</i></p>	<p>Mandatory requirements. Bidders will be disqualified if any of the requirements are not met</p>	
Technical requirements		
<p>Technical requirement 1: <i>[name and insert description of the technical requirement: This can be the number of similar past experiences or the number of years of experience on the same type of assignment, the number of similar completed assignments etc. Details of these experiences or assignments must be provided by the Bidder]</i></p>	0%	0
<p>Technical requirement 2: <i>[name and insert description of the technical requirement: It can be the way in which the selected service provider will have to undertake the mission: by providing staff, consultants, on site, with meetings of partners, by offering trainings, by offering visules, graphics, videos etc]</i></p>	0%	0
<p>Technical requirement: <i>[name and insert description of the technical requirement: This may be the software needed to carry out the mission, the minimum number of people to form a team, specific skills sought in its staff: lawyers, auditors, graphic designers, project managers, etc.]</i></p>	0%	0
<p>Technical requirement: <i>[name and insert description of the technical requirement: This may be special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document, close links with local entities on a distant project, approval or experience from a certain donor, etc..]</i></p>	0%	0
<p>Other: <i>[other requirements]</i></p>	0%	0
Total Score	100%	700

Part 5: Conflict of Interest declaration

CONFLICT OF INTEREST DECLARATION

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

RFQ [PIDC Reference number]

REQUEST FOR QUOTATION (RFQ) FOR GOODS

Project Title:	<i>[Project Title]</i>
Nature of the goods	<i>[insert brief details on the nature of the goods]</i>
Location:	<i>[Insert location for the goods to be delivered]</i>
Date of issue:	<i>[Date the RFQ is issued]</i>
Closing Date:	<i>[Closing Date]</i>
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PIDC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [insert PIDC Contact email] and with the subject line of your email as follows: **Submission [PIDC Reference]**.

The supporting documents expected in this RFQ are:

- Conflict of interest declaration form available in Part 5 link to be completed.
- *[mention any necessary supporting document: technical proposal form, CV, cover letter, work-plan, etc.]*

Your submission must be clear, concise and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by *[Closing Time]* *[Time zone]* on *[Closing Date]*.

2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

PIDC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of PIDC.

In the event of a bid being accepted, procurement will take place under PIDC's General Terms and Conditions of contract and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

2.4 Key Contacts

Please contact PIDC should you have any doubt as to what is required or if we can help answer any questions that you may have.

[PIDC Contact] will be your primary point of contact for this RFQ and can be contacted at [PIDC Contact Email].

Details will be kept of any communications between PIDC and bidders. This assists PIDC to ensure transparency of the procurement process. While PIDC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, PIDC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the goods.

2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while PIDC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
RFQ sent to potential vendors	<i>[Date RFQ is issued]</i>
RFQ Closing Date	<i>[RFQ Closing Date]</i>
Award of Contract	<i>[Date Expected for Contract Award]</i>
Commencement of Contract	<i>[Date Expected for Commencement of Contract]</i>
Conclusion of Contract	<i>[Date Expected for Conclusion of Contract]</i>

2.6 Legal and compliance

Confidentiality: Unless otherwise agreed by PIDC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and any related documents as confidential. PIDC will also treat the information it receives from the bidders as confidential.

Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify PIDC in writing as soon as possible of any situation that could constitute a conflict of interest

during the RFQ process. If you have any familial connection with PIDC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to PIDC** the conflict of interest and declaration form available in Part 5 below.

Breach of this requirement can result in PIDC terminating any contract with a successful bidder.

Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in [*Choose currency*] and must be net of any direct or indirect taxes and duties and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

No offer of contract or invitation to contract: This RFQ is not an offer to contract or an invitation by PIDC to enter into a contract with you.

Privacy: The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ.

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of PIDC in connection with any contract which may (or may not) follow on from this RFQ process.

2.7 Complaints process

Bidders that consider they were not treated fairly during any PIDC procurement process may lodge a protest. The protest should be addressed to info@pidcsec.org. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: SPECIFICATION OF GOODS

A. Background/context

[Insert information related to background:]

- Provide an overview of the project and the context in which the provision of the goods is required.
- Explain the reasons for the procurement of these goods.
- Underline the relevance/purpose of the purchase of these goods as well as their importance, indispensability, impact and/or consequence on the successful implementation of the project
- Explain in detail the specificity of the project setting, if any (e.g. risks related to the remoteness of the delivery area, difficulties with transport, security, constraints related to working in certain communities, certain attitudes and behaviours of the stakeholders, anticipated difficulties in undertaking the work, lessons/experiences from previous contractors of the same work, etc.).
- Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]

B. Functional Specification

[Insert information on the functional specification of the goods:]

- Define the function or desired role of the products being procured.
- Define the task or desired result by focusing on what is to be achieved rather than how it is to be done to encourage the bidder to provide innovative solutions.]

C. Design Specification

[Insert information about the design specification of the goods:]

Design specification explain the products required and specifies how the user would want to perform and as well as interact with it.

- Provide details of the products required. Could include required dimensions, environmental and sustainability factors, ergonomic factors, colours, and any drawings or data sheets, safety requirements, OHS requirements, chemical handling, related safety instruction (for use, handling, disposal, etc.).

(The types of specifications listed above can be use singularly or in combination.)]

D. Technical specification

[Insert information about the technical specification of the goods:]

Technical Specification is a detailed description of the technical requirements of the product. It describes the characteristics of the products to be procured and related operating methods.

- *Provide details on the technical requirement for each item (technical specifications, specific design or material required, quality, the quantity required, with reference to relevant standards of the material, etc.) and any other technical and operational information and documentation that will help prospective bidders understand the requirements and to clearly understand the specifications of the supply. This can include terminologies, symbols, standards, marking or labelling requirements, engine capacity and details of materials used.*
- *No Brand should be named or required in the list, only generic and standard technical information (except in the case of compatibility purposes).*
- *Defines the acceptance criteria for the products. If possible, list down per item the technical data/specific information/national and international standards to which the contractor will be expected to comply with. Describe the compatibility and standardisation requirements if any. If the said literature/data/information cannot yet be provided as annex to the Technical Specifications, the Technical Specifications should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)]*

E. Delivery Requirements

- *[Mention expected delivery date, place and time and other relevant details:*
- *• If products are required for an urgent or crisis requirement, then the urgency and the critical need for delivery should be emphasised and detailed.*
- *• Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the delivery.*
- *• Any late delivery penalty which may be applicable.*
- *• Any potential supply chain issues and risks could be highlighted for the bidder to provide mitigating factors.*
- *• Details of Insurance and other commercial, transfer and delivery requirements for the procurement. For more details on the basic standards required by PIDC, see section 7 of PIDC General terms and Conditions of Contract.*
- *• Details of clearance requirements at port including customs and quarantine clearances.*
- *• Details of all transportation mode used for the transfer of the products.*
- *• Provide details of checks which will be required to confirm delivery and receipt of product by PIDC.]*
-

F. Warranty Requirements (when applicable)

[Insert any warranty requirements for the products to be detailed:

- *After sales service or availability of spare parts requirements to be detailed.*
- *Any other additional services.]*

G. Reporting Arrangements

[Insert information related to reporting arrangements:

- *Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance during the process for ordering and delivery of the products.*
- *Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.) or upon delivery (partial or total).*
- *Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with during the order and delivery of the products.*
- *Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.]*

H. Scope of Bid Price and Schedule of Payments

[Insert information related to scope of bid price and schedule of payments:

- *Specify the cost components that the bidder must include in the computation of contract price, which could include any manufacture, assembly and delivery/freight cost depending on the delivery arrangements, and installation and/or training costs.*
- *Specify the milestone/activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment.*
- *Examples of milestones for supply could be: “upon confirmation of bill of lading” or “upon confirmation of receipt of products.”]*

Milestone/deliverables	Deadline	% payment
TOTAL		

I. Annexes to the Specification of Goods

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the Specification of Goods. Only non-confidential documents can be shared.

Add any templates (reports, budgeting, etc.) that may be required for the project.]

Part 4: PROPOSAL EVALUATION MATRIX

4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder.]</i></p>	Bidders will be disqualified if any of the requirements are not met	
Technical requirements		
Functional specification: <i>[insert description of the functional specification]</i>	0%	0
Design specification: <i>[insert description of the Design Specification]</i>	0%	0
Technical specification: <i>[insert description of the Technical Specification]</i>	0%	0
Qualifications/Knowledge/Experience <i>[insert other experience or qualification required]</i>	0%	0
Other: <i>[other requirements]</i>	0%	0
Total Score	100%	700

Part 5: Conflict of Interest declaration

CONFLICT OF INTEREST DECLARATION

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____