



INTOSAI
Development Initiative
PROCUREMENT POLICY
2021

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I. Introduction

1. This policy is based on the Norwegian government's procurement principles adjusted to IDI's organisation and IDI's legal status of a not-for-profit foundation¹. The policy also incorporates the necessary principles required by international development agencies for making procurements out of development grants and is aligned to good international procurement practices.

II. Applicability of the Policy

2. Applicable for all direct procurement of goods and services made by IDI from vendors or suppliers who are not on framework agreements.
3. Applicable for procurements from vendors or suppliers on framework agreements.
4. Applicable for any agency /IDI stakeholder which makes procurements on behalf of IDI.

III. Definition of Goods and Services

5. **Goods:** Includes all physical items including furniture, computers, software, subscriptions and licenses, stationery, office consumables, machinery, equipment, books, publications, etc.
6. **Services:** Hiring of external professionals, consultancy firms or consultants for a specific job, defined in terms of content and time frame for completion. Also includes outsourcing of services like IT, printing, insurance, banking, travel support, hotels, flights etc.

IV. Roles and Responsibilities

7. All IDI staff shall follow the policy while making procurements. The Director General has the ultimate responsibility for implementing this policy.

V. Basic Principles

8. **Competition:** All procurements should to the extent possible be based on competition to ensure most competitive value for procurements.
9. **Transparency:** All procurements shall be done in a transparent manner to ensure proper information for all stakeholders including vendors.

¹ Registered as a Norwegian foundation, IDI is not eligible to use the Doffin and other databases/systems available to government agencies

10. **Ethics:** The IDI Code of Ethics, IDI anti-corruption policy and IDI safeguarding policy shall be followed in procurements to prevent unethical and corrupt procurement practices.
11. **Environment:** While making procurements the IDI Environment Policy shall be considered. Efforts may be made to prioritise procurement of recycled products.
12. **Social Responsibility, inclusiveness and gender equality:** All procurements should be based on fair trade practices and guard against discrimination or exploitation of any community or group including minorities, women and children. The following may be applied to IDI procurements:
 - a. All vendors should be treated fairly and not discriminated based on their nationality, ethnicity, gender or social standing etc.
 - b. Any reports of unfair human/ employee rights practices may be considered, and the procurements from the vendor should be avoided after giving due notice and chance for explanation.
 - c. Procurement from underrepresented gender and underutilised or disadvantaged groups in the business context may be prioritised to the extent feasible without compromising on the cost and quality.
 - d. As an aspirational measure, efforts may be made to reach out to minority-owned, women-owned, persons with disabilities-owned enterprises for sourcing procurements. Bid documents can contain the text 'IDI is an equal opportunity organisation. Bids from women owned/ persons with disabilities owned/ minority owned enterprises is strongly encouraged'.
13. **Value for Money:** Procurements shall be subject to cost-benefit analyses in terms of the cost of the product and value it brings to IDI and risk assessments. Quality and durability and warranty conditions shall be given due importance along with the price, as cheaper deliverable may not necessarily yield greater value for money. Value for Money analysis in the form of a simple matrix with weightage for different criteria may be developed at the planning stage of the procurements.

VI. Direct Procurements

14. All major procurements should normally be included in the IDI Operational Plan and the corresponding budget.
15. There may however be situations where procurements that were not in the Operational Plan may be necessary.

A. Procurement Memo

16. A Procurement memo shall be prepared and presented for approval/ information followed by archival as per the thresholds in table 1.

Table 1 Thresholds and Requirements at a Glance for Direct Procurements *(excluding taxes)*

Threshold (NOK)	Quotes	Procurement Memo	Approval
<10,000	No	Yes (Not for petty emergent purchases ²)	As per delegation, inform responsible DDG/DG
10,000-50,000	Three quotes sought where possible	Yes (with details of multiple quotes if obtained)	As per delegation; Segregation of duties to be followed; Initiator of purchase cannot approve; If initiated by (Sr.) Coordinator then approval by (Sr.) Manager with delegation and inform responsible DDG/DG; If initiated by Manager then approval by DDG/DG.
50,000-150,000	Minimum three quotes sought	Yes	As per delegation; Segregation of duties to be followed; Initiator of purchase cannot approve; If initiated by (Sr.) Coordinator then approval by (Sr.) Manager with delegation and inform responsible DDG/DG; If initiated by (Sr.) Manager then approval by DDG/DG.
150,000-500,000	Open tender or minimum five quotes sought	Yes	Purchase Committee comprising two members of the IDI Management Team (two DDGs/DG)
500,000-5,000,000	Open tender/ or minimum five quotes sought	Yes	Purchase Committee comprising two members of the IDI Management Team which must include DG
> 5,000,000	Open tender/ or minimum five quotes sought	Yes	IDI Board, routed through the Purchase Committee which must include DG

17. The initiator of the procurement shall keep the procurement memo in support of justification of the procurement and archive it in terms of the IDI archiving policy of saving in MS Teams/SharePoint.
18. The procurement memo shall clearly contain the following: **(Template in Annexure)**
 - A. Details of the item/ service to be procured.
 - B. Purpose served.
 - C. Estimated total cost. (Whether within the approved budget and operational plan)
 - D. Period of the good/service (dates/years).
 - E. Criteria for selection in terms of the vendors’ prior record, brand reputation, warranty conditions, social responsibility, inclusiveness and gender equality and value for money in terms of price and

² Made during IDI events like procurement of stationery, transport with details submitted through project accounts or otherwise claimed through detailed memo for reimbursement or adjustment of advance.

quality. A weighted matrix shall be prepared for all procurements involving multiple bids. Substitutes and alternatives, if any.

F. Suggested procurement process

19. While approving the Procurement Memo, the availability of budget shall be ensured. Any deviation from the amounts indicated in the budget shall be justified. In case it is not included in the budget, the same will have to be justified and availability ascertained from Administration.
20. However, intra workstream reappropriation of budget between different initiatives shall be authorised by the responsible DDG.

B. Terms of Reference

21. It elaborates the specifications for the good/service to be procured. It is shared with the vendors for facilitating their quotations.
22. The Terms of Reference Document (**Template in Annexure**) shall contain:
 - a) Details of the item to be procured including specifications in terms of quality and quantity.
 - b) Purpose served.
 - c) Estimated cost (optional depending on the need to invite economical quotes).
 - d) Date of delivery of good or period of service.
 - e) Procurement Plan.
 - f) Criteria for selection to be determined in terms of the vendors' prior record, brand reputation, warranty conditions, social responsibility, inclusiveness and gender equality considerations and overall value for money in terms of price and quality. Weighted matrix shall be prepared for all procurements involving multiple bids.
 - g) Eligibility of bidders (See Section VIII).
 - h) Nature of contract /order (if not a direct over the counter /online procurement involving payment and invoice generation at the same step) i.e., whether one off agreement or a continuing contract.
23. The Terms of Reference Document will be drafted by the initiator of procurement and approved by the responsible DDG/DG if beyond the delegated thresholds in table 1.
24. While drafting the specifications and criteria the requirements of open and fair competition shall be clearly considered.

C. Procurement

25. Wherever more than one quotation is considered, the details must be included in the procurement memo. This will be done by the initiator of procurement.
26. Well-intentioned negotiations in the interest of IDI are welcome in all procurements. However, these must be done in a transparent manner and documentation has to be maintained as part of the approval process.

27. The procurement memo for procurements involving more than one quotation (**Template in Annexure**) will be in the form of a comparative statement covering:
 - a) Evaluation of all the quotations against the specifications of the good/service.
 - b) Evaluation of all the quotations against the criteria for selection mentioned in the Terms of Reference
 - c) Selection of vendor with best quotation.
 - d) Justification for selection.
 - e) Informing the responsible DDG/DG member or purchase committee of the selection and obtaining approval.
28. The procurement memo needs to be more stringent in case of higher value procurements with due weighting of criteria based on which the procurements are being made. This will also be helpful in addressing complaints should they arise.
29. All bidders who have taken part in the tender must be informed regarding outcome of the selection process. It can be simple email stating whether the vendor has been successful or otherwise.
30. Any questions raised by the competitors during the tender process, and the IDI's response, should be distributed to all who take part in the competition.
31. If only one quotation is received in case of thresholds requiring multiple quotations, additional efforts may be made to obtain more quotations. In the event of only one quotation being received finally there is no need for a comparative procurement memo. However, the procurement memo shall have a note justifying the selection of the provider on a single quotation basis and the responsible DDG/DG shall be informed.
32. All procurements above 150,000 NOK shall involve open tendering or contacting a minimum of five vendors for quotes. Open tendering may be done by publishing the Tender Notice in newspapers, trade journals, on the IDI website or other bulletins. Efforts should be made to obtain international quotations. However, the criteria and specifications for the good/service to be procured should justify whether open tendering is being followed. E.g. Need to diverge in case of hotel procurements.
33. Deadline for submitting complaints may be specified in case of procurements above 150,000 NOK. It may not be more than two working days.
34. Reasons for non-selection may be shared with vendors if considered necessary. However, care must be taken so as to not to share any confidential information from other bids including the winning bid.
35. The IDI requires all vendors to present a tax (VAT / Sales Tax etc.) certificate/ registration details if the value of the contract exceeds NOK 500,000 excl. VAT. For works (construction and service contracts) to be carried out in Norway, all vendors shall present a Health, Environment and Safety self-assessment to the IDI.

VII. Procurements through Framework Agreements

36. IDI enters into framework agreements (**Template in Annexure**) to access skilled vendors at agreed rates with due diligence, at a short notice to meet its professional requirements. These are used typically for translations, interpretation, design and pools of consultants for other professional services. Hotel and travel services are covered separately in this policy.

37. Framework agreements help in avoiding the cumbersome process of inviting multiple bids/ open tender necessary for direct procurements and ensure a reliable pool of consultants/service providers.
38. Since framework agreements are not actual procurements and may or may not lead to procurements, a rough overview of requirement of services will suffice to identify vendors. Wide publicity should be given to the invitation of proposals from potential vendors for framework agreements.
39. It is expected that vendors on framework agreements will offer multiple skill sets at differing rates/charges. Therefore, vendors may be brought on framework agreements after detailed scrutiny of their proposals for any apparent disjoint between their projected and demonstrated skill sets and experience.
40. However, due diligence as detailed in subsequent paragraphs has to be exercised while offering a specific procurement contract to any vendor on framework agreement.
41. IDI framework agreements shall normally last for a period of four years or as deemed fit by the initiator of the agreement. In case of specific services which require a period of trial or review these may be operated on a 1+3 or 2+2 year basis.
42. Framework agreements shall be established through an open competitive procurement process, under which consultants will be assessed against the required skill set of the framework agreement. Daily/ hourly/ deliverable based fee rates shall be agreed for the duration of the framework agreement, in either NOK or another specified currency.
43. Inflation adjustments may be provided for vendors on request. While comparing rates during the duration of the framework agreement, the inflation adjusted rates of such vendors shall be considered.
44. A framework agreement is not a contract, so even if someone is on a framework agreement (meaning their suitability has been checked and rates agreed) there still needs to be a process to agree a contract and the number of days for the work.
45. While a contract/ order is necessary in all cases, further due diligence may be necessary in respect of framework agreements that are based on 'Agreed rate per Unit Time used by the vendor' as the 'time' required by different vendors for an assignment may also differ in addition to the known difference in rates. This may be applicable for e.g. consultants and may not be applicable for translators where fee is based on number of words.
46. An option then is to agree a draw down contract (**Template in Annexures**) or an order (**Template in Annexures**)– e.g. for related services up to a set number of days. This allows them to be given several small jobs under the same contract with only one procurement memo.
47. Order forms may be used for simple assignments like simple translations, designing of documents etc.
48. An upper limit on the total value of draw down contracts for each consultant shall be specified in the Terms of Reference Document for the framework agreement.
49. All the principles of procurement mentioned in section V, including obtaining the best value for money shall be applicable to procurements made from the framework agreements subject to meeting the specific service delivery requirements for the procurement including timeliness and quality.
50. The monetary threshold requirements for procurements from vendors on framework agreements is given in table 2:

Table 2 Thresholds and Requirements at a Glance for Procurements from Framework Agreements (*excluding taxes*)

Threshold (NOK)	Quotes	Procurement Memo	Approval
<10,000	No Requirement	Yes	As per delegation, inform responsible DDG/DG
10,000-50,000	No Requirement	Yes (With justification for selecting the vendor)	As per delegation; Segregation of duties to be followed; Initiator of purchase cannot approve; If initiated by (Sr.) Coordinator then approval by (Sr.) Manager with delegation and inform responsible DDG/DG; If initiated by (Sr.) Manager then approval by DDG/DG.
50,000-150,000	Optional to obtain three quotes from amongst those on framework agreements in case there is no clear justification for single source procurement	Yes (with details of multiple quotes if obtained)	As per delegation; Segregation of duties to be followed; Initiator of purchase cannot approve; If initiated by (Sr.) Coordinator then approval by (Sr.) Manager with delegation and inform responsible DDG/DG; If initiated by (Sr.) Manager then approval by DDG/DG.
150,000-500,000	Minimum three quotes sought from amongst those on framework agreements. Tender may be extended if there are less than three vendors on framework agreements	Yes	Purchase Committee comprising two members of the IDI Management Team (2 DDGs/DG)
500,000-5,000,000	Minimum five quotes sought from amongst those on framework agreements. Tender may be extended if there are less than five vendors on framework agreements	Yes	Purchase Committee comprising two members of the IDI Management Team which must include DG
>5,000,000	Minimum five quotes sought from amongst those on framework agreements. Tender may be extended if there are less than five vendors on framework agreements	Yes	IDI Board, routed through the Purchase Committee which must include DG

51. Necessary justification is required for selecting a single vendor from the framework agreements if quotes are not being called for from among the framework agreement vendors. This implies that

draw down contracts may be done through justified selection from the consultants on the framework agreement, or through a competitive process between consultants on the framework agreement.

52. The justified selection of a specific vendor or details of a competitive process between the vendors would necessarily be required to be incorporated in the procurement memo.
53. The procurement memo shall have the details mentioned in section VI and can follow the template provided in annexures as applicable.
54. Single source procurements may be justified in the procurement memo on the grounds of high level of specialization of a particular vendor that is not met by any of the other vendors and/or other vendors on Framework Agreement being deficient in delivering quality/ timely service.
55. A vendor shall not be considered for draw down contracts in the event of demonstrated poor performance in any previous contract. In case of unsatisfactory performance or ethical issues with the vendor, the framework agreement may be terminated.
56. In case quotes are obtained from vendors outside the framework agreements and the new vendor(s) are adequately competent/ cost effective, they may be considered for inclusion in a framework agreement.
57. While entering a draw down contract with any vendor, the IDI Manager/ Coordinator responsible for finalizing the Framework Agreements with the vendors must be kept informed.
58. Admin will be responsible for maintaining a record of the total value of contracts entered into with all vendors and ensure that the upper limit specified in the framework agreement is not exceeded.
59. Framework agreements are not necessarily leading to procurements. Therefore approval/ purchase committee requirements specified in table 2 will be applicable only for draw down contracts.
60. Approvals for framework agreements may be obtained from a purchase committee comprising two DDGs or one DDG+DG.

VIII. Eligibility of Bidders³

61. Current permanent employees of SAIs on an individual basis, IDI staff and organisations on sanctions lists shall not be eligible for bidding. SAIs can submit bids and depute their employees on assignments.
62. All bidders and IDI staff initiating or approving a procurement shall make a 'No conflict of interest' declaration in their bids or in the procurement memo respectively.

³ IDI Evaluation Policy may be referred for selection of vendors for conducting evaluations

IX. Relaxations to the Policy

A. Single Source Procurements

63. There may be emergent requirement to hire specialists or subject matter experts with specific skills who are otherwise not part of the framework agreement and also do not have any substitutes for IDI to approach for requesting multiple quotes. Services of such individuals may be obtained through single source procurement after justification that they are singularly placed to deliver the services. Such procurements must be approved by a purchase committee including the Director General.
64. Single source procurement may also be made in case of patented goods or books from relevant publishers. However, in case of purchasing these goods from resellers, the policy provisions will be applicable.

B. Procurement of Hotel Services and Travel Arrangements

65. Procurement of hotel services for IDI initiatives are by their nature different from other procurements.
66. Procurement of hotels are generally not well suited for open tendering owing to localized requirements. In case five hotels cannot be contacted (due to fewer hotels at the location), this shall be justified in the procurement memo but a minimum of three shall be contacted. This provision may be relaxed with full justification and approval by DG/DDG in case less than three hotels are available at a venue.
67. As procurement of hotel services are required to be confirmed at the earliest owing to high possibility of price changes/ unavailability, the complaint clause may be waived for procurement of hotel services. However, all bidders must be informed.
68. Procurement of air/rail tickets/ taxi services for official travels of IDI staff/ resource persons or participants shall be done in terms of IDI travel policy after getting the necessary approvals from the appropriate approval authority irrespective of the working provisions of this policy. However, the basic principles of this policy shall be followed.

C. Procurement through local and other partners

69. Due to practical requirements inherent to the hosting of IDI events in other countries, IDI relies on the support and coordination from the host SAI/INTOSAI region. Procurements directly related to an IDI event being hosted in a country like hotel services, air ticketing, stationery purchases and renting of

computers/printers etc. may be obtained through the partner SAIs/regions. All efforts shall be made by the responsible IDI staff to get the cooperating partner(s) to follow the IDI procurement policy.

70. Exemptions shall be made only in cases where the SAI/INTOSAI region is required to follow its own national procurement policy. In such cases an assurance shall be obtained from the SAI/region that their national procurement policy has been followed while making the procurement. The initiator of the procurement shall consider, on a case-by-case basis, whether the value and nature of the procurement warrants further efforts from IDI to review the adequacy of the procurement policy and verify that it has been followed in practice.
71. If it is necessary to make a procurement through other cooperating partners for organizing joint events, necessary safeguards should be sought through the procurement policy of the cooperating partner and in the event of the same being inadequate, provisions of this policy shall be insisted upon in the interest of proper utilization of IDI resources.

X. Contract Management

A. Contract Management

72. Contract Management begins with the signing of the contract with the selected vendor. The contract is signed by the responsible DDG/DG of the Department making the procurement.
73. The IDI staff initiating the procurement will be responsible for managing the contract and ensuring the inclusion of the necessary clauses in the contract. Special attention shall be given to the specifications, quality and timeliness of delivery.
74. The IDI staff initiating the procurement shall be responsible for finalizing the order/ contract using an appropriate template (Templates in Annexures).
75. The responsible IDI staff will be responsible for proper inventorying of the good(s) procured.
76. General Data Protection Regulation (GDPR): GDPR clause should be included in all terms of reference and procurement contracts. While signing contracts with service providers who are going to process personal data (IDI staff and/or participants etc.), a Data Process Agreement needs to be signed at the same time.
77. **Scope Creep and Cost Overrun:** All efforts must be made to manage the procurement within the agreed and contracted timelines and amounts. In the unlikely event of mid contract scope creep and cost overrun or time overrun, a detailed justification may be sent to the authority that has approved the procurement for concurrence. In case this involves a shift to a higher threshold, the approval may be obtained from the approving authority of the higher threshold with due justification.

B. Performance Security and Bank Guarantee

78. For high value contracts above 500,000 NOK provision for Bank Guarantee shall be included in cases where upfront payments of at least 100,000 NOK is made prior to delivery of any good or service. In case of non-inclusion of Bank Guarantee, this shall be suitably justified. This is to protect the IDI from any breach in contract by the vendor.

C. Payments

79. The initiator of procurement shall be responsible for initiating and facilitating payments regarding the procurements.
80. Before preparing the payment memo for submission to Administration for approving and processing the payment, the IDI staff shall ensure that all partial (for part payments)/ complete (for full/ final payment) conditions have been met by the vendor.

D. Segregation of Duties

81. Principles of Segregation of Duties as given in IDI Financial Manual must be followed.

XI. Other considerations

82. **Delegation of purchasing powers:** List of delegation of purchasing powers for up to 150,000 NOK shall be maintained by the DDG (Admin.). The respective DDGs/DG shall communicate their delegation to DDG (Admin.) for preparing this list.
83. **Language of quotations/contracts:** All quotations should preferably be in English or should be translated by the IDI staff initiating the procurement.
84. **Other expenses:** Relevant information regarding costs towards transportation, delivery, insurance, import duties and currency conversion shall be factored into all procurements.
85. **Joint bids:** Joint bids may be permitted from more than one vendor in case the lines of responsibility are clearly defined.
86. **Liquidated damages:** Liquidated damages shall be included when delays in delivery or non-completion of services are likely to affect the IDI's activities.
87. **Force Majeure clause:** shall be ensured in all contracts to protect against failure to meet contractual obligations owing to conditions beyond the or the vendor's control.

88. **Arbitration:** All procurements made from vendors based in Norway shall be subject to jurisdiction of the Norwegian legal system. Procurements from other sources should preferably be made subject to Norwegian legislation unless otherwise required by the provider. If required by the provider, the legal requirements according to its country of origin/ registration may be followed.
89. **Rejection of all quotations:** IDI may reject all quotations if they do not meet the requirements. In such cases the specifications and criteria may be reworked, and fresh procedure initiated.
90. **Confidentiality:** No confidential information shall be passed on to any vendor.
91. **Representational expenses⁴:** Norwegian government regulations⁵ will be followed. Representational expenses shall be preapproved by a member of the IDI Management team.
92. **Renting of office premises and procurement of office supplies** is done through Office of the Auditor General of Norway. The arrangements may be reviewed for economy on a regular basis.
93. **Archiving:** The IDI staff initiating a procurement shall be responsible for archiving all documentation regarding the procurement in MS Teams/ SharePoint as per the archival policy.
94. **Naming protocol:** All procurement documents shall be named as per protocol. There would be three parts to the name Project Number_Type of Document(Procurement Memo/ Terms of Reference etc.)_Details of Procurement.
95. **Sanctions list:** No procurements shall under any circumstance be done from vendors on sanctions list. Tool available in IDI for this purpose shall be used to avoid this.

⁴ For meeting expenses towards courtesy lunches and dinners

⁵ https://lovdata.no/dokument/SPH/sph-2021/KAPITTEL_10-11#KAPITTEL_10-11



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