



Procurement Policy

European Society of Clinical Microbiology and
Infectious Diseases (ESCMID)

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1. Principles

1.1 Purpose

European Society of Clinical Microbiology and Infectious Diseases (ESCMID) is one of the leading scientific and professional organizations for clinical microbiology and infectious diseases.

The procurement policy aims to ensure that proper standards of integrity, accountability and transparency are being practiced by ESCMID and all implementing partners. These standards are intended to ensure adequate internal controls and compliance with all internal requirements.

All procurement activities should be conducted in a manner that ensures, to the greatest extent possible, open and free competition.

ESCMID abides by the following principles in all procurement activities:

- integrity of all personnel working with procurement;
- transparency throughout the whole procurement process;
- ethical behaviour in all undertakings;
- impartiality towards candidates, tenderers, contractors and partners;
- proportionality is applied between the procedures followed for awarding contracts and the value of contracts.

1.2 Coverage

The procurement policy applies to both ESCMID projects and to those of implementing partners.

Implementing partners may use their local procurement policies if the terms are stricter than the ones described in this document.

ESCMID must have access to the records and financial documentation of partners and (sub)-contractors to verify reported costs and conformity with procedures and requirements.

1.3 General standards

For all activities, the ESCMID Code of Conduct is applicable.

2 Guidelines for procurement procedures

2.1 Preparing the procurement

The following chapters describe the procurement cycle from the beginning to the end. Not every step (each marked by a chapter) is needed for every purchase. The relevant ESCMID executive officer will ensure that all necessary documentation is available, filed accordingly and ready for audit.

2.2 Tender Committee

Members of the ESCMID Executive Committee will act as the Tender Committee to serve as an unbiased working group selecting all tenders according to the criteria described in 1.3. The Tender Committee consists of the ESCMID President, ESCMID Past-President and ESCMID Secretary General. Additional evaluators may be added depending on the scope of procurement activities.

All ESCMID personnel involved in either the physical procurement or the related approval and supervision of activities must comply with ESCMID's Conflict of Interest Policy and ensure there are no conflicts of interest in procurement activities of any kind.

2.3 Procurement analysis & plan

Good planning of procurement is necessary. The project managers need to define the supplies, works and services, the timelines, terms and procedure of the procurement. Also, they need to specify the objectives the procurement aims to achieve as well as the indicators/measurement used to assess the performance and quality.

Emergency projects may require variations in the application of the above rules. The detailed description of the reasons for the variations must be documented. In case of urgent matters, supplies, works and services can be purchased with a single quote, but this decision needs to be justified, approved and the single quote negotiated.

2.4 Overview of procedures

The table below shows the different tender procedures depending on the size of the expenditure and the associated authorization criteria. Splitting a contract into smaller parts is only advisable in exceptional situations, and it is not acceptable to split a contract to circumvent the intended approval process.

If the procurement policy limits of the implementing partner are stricter, those procedures can be used.

Table

Contract	Value of all units (EUR)	Procedure	Invitation	Authorization
Supplies, works, services	Up to 1,000	➤ Signed offer or invoice	➤ 1 to 3 suppliers	Respective office manager
Supplies, works, services	1,001 – 5,000	➤ at least 3 quotes when initiated ➤ renewal negotiated	➤ at least 3 suppliers of choice	Finance Director/Manager
Supplies, works, services	5,001 – 25,000	➤ at least 3 quotes ➤ Executive Committee may request negotiated tender	➤ at least 3 suppliers of choice	Finance Director/Manager & ESCMID Treasurer
Supplies, works, services	Above 25,000	➤ negotiated tender ➤ Executive Committee may request open tender	➤ at least 3 suppliers of choice ➤ public announcement of invitation to tender	Finance Director/Manager & Executive Committee

2.5 Purchase request

The purchase request lists supplies, works or services required to get purchase approval. It certifies that the request does not duplicate the existing stock of supplies or equipment. The respective ESCMID Officer needs to approve the purchase request in advance.

2.6 Quotes

For each contract, at least three quotes from suppliers or providers are required. ESCMID managers may choose the suppliers or providers they want to get an offer from. The managers should use quotation forms to ensure that the offers are comparable.

Specifically, for ECCMIDs, quotes must come from providers/supplies from different countries (not from a single country) and must include the country where the services are rendered (particularly the country where ECCMID is held).

Prior to purchase, the approval from the Finance Director/Manager, and for contracts between EUR 5,001 and EUR 25,000 additional approval of the ESCMID Treasurer (see table), is obligatory. For contracts between EUR 5,001 and EUR 25,000 the Executive Committee can decide to have a negotiated tender instead.

Single quotes are only sufficient for renegotiated contracts of up to EUR 1,000. ESCMID Office managers may purchase the item, work or service after the respective officer has approved the procurement.

2.7 Tenders

ESCMID invites simultaneously and in writing three or more suppliers or providers of their choice to negotiate the terms of the contract. To ensure genuine competition ESCMID will invite at least three candidates to participate in the tender.

This invitation to tender includes instructions about the deadline set for receipt of tenders (date and time) and the address of the office to which they are to be delivered. It also explains how the tender form must be filled out, signed and stamped. The criteria for tender evaluation and selection are described there as well. The following items are generally included:

- basic information related to the project;
- list of supplies/works/services required (as detailed as possible);
- the currency of the procurement;
- delivery time or schedule of completion;
- specifications and – if applicable – drawings, graphs, etc;
- evaluation factors, (independent) inspection and acceptance requirements;
- necessary appendices, such as formats for financial guarantee or other security requirements.

The tender form provides a standard template for the tenderer to fill in his technical and financial offer to make it possible for the Tender Committee to easily compare the various tenders. A tender must be submitted in English.

2.8 Selection

The ESCMID Tender Committee will award the contract to the chosen supplier or provider according to the selection criteria outlined in the tender documentation. These include general standards as mentioned in Chapter 1 as well as specific criteria to be defined depending on the supply, work or service.

The ESCMID Tender Committee will select the tenderer that best meets all the mentioned criteria to be awarded with the relevant contract. Given this comprehensive focus beyond mere financial costs, the supplier or provider offering the best value for money in compliance with the principles of transparency and equal treatment will be chosen. All participants of tender procedures will be informed in writing.

2.9 Contracts

Depending on the category of tender, a supply, work or service contract will be signed between ESCMID and the designated tenderer. In case of a combination, the type of contract will be defined by the category with the largest amount of funding.

Employment contracts are to be distinguished from service contracts and do not fall under this policy. All contracts signed between ESCMID and suppliers and service/work providers include the following:

- type of contract;
- contact details of both parties;
- standard declaration including:
 - o exclusion/ineligibility criteria,
 - o general standards;
- general conditions:
 - o language, delivery and damages, oversight;
 - o financial conditions: costs included, penalties, guarantee and liability clause;
 - o final conditions: changes, failure, *force majeure*;
 - o financial regulations including number and value of payments, dates and type of transfer;
- List of all items/works/services:
 - o technical specifications,
 - o quantities,
 - o delivery date & location,
 - o price per unit and total,
 - o signature and stamp of both parties.

All contracts with a value above EUR 5,000 will be checked by an experienced contracts lawyer.

All delivery costs and transport taxes are usually paid by the supplier or provider, these include (but are not limited to): port charges, customs duties, import duties, unloading costs, internal transport, storage and handling charges until the first point of storage specified by ESCMID.

ESCMID will ensure the inclusion of a guarantee and liability clause in the general contract, so that in the event of a violation of the terms of the contract by the supplier or provider, ESCMID can recover financial compensation for the damage done to the project.

2.10 Receipts

All purchases which do not fall under a contract require an original receipt. All receipts should contain the following information:

- date of purchase;
- detailed description of item or service purchased (including quantities);
- amount of purchase;
- signature and – where available – official stamp and tax number;
- name of the supplier or provider.

It is the responsibility of the ESCMID manager to ensure that the documentation for the procurement is complete and to allocate the purchase correctly to the project and/or ESCMID account.

2.11 Activity overview

ESCMID reserves the right to exercise their powers of monitoring and supervision related to all documentation and physical activities, and over all contractors and sub-contractors who have received funds to verify conformity with ESCMID's policies, procedures and regulations related to procurement.

Whenever it is established that the supplier or provider has caused a loss to the project budget, ESCMID shall terminate the contract with immediate effect.

2.12 Delays & penalty regulations

Any delay in the delivery of supplies/works/services may be critical for a given project. During the selection process, the ability of any given supplier or provider to deliver the proposed supplies/works/services according to deadlines, the location and other delivery criteria required in the tender documentation will be evaluated. This will ensure that, as far as it is possible, any delays to project implementation through delayed delivery of supplies/works/services are mitigated.

If, however, the chosen supplier/provider fails to deliver the supplies, works or services within the agreed schedule and according to the agreed conditions, the chosen supplier/provider will be liable for late penalties as determined in the contract.

2.13 List of vendors

ESCMID maintains a regularly updated list of approved vendors. The purpose of the vendor list is to collect and maintain a database of current information about potential vendors across a variety of sectors to ensure that future procurement activities are conducted as efficiently and effectively as possible. It includes the following:

- experience with individual vendors;
- vendors with existing contracts;
- vendors' ability to deliver within time, quality and cost constraints;
- contact information of individual vendors;
- description of the range of supplies/works/services an individual vendor can deliver;
- feedback from other organisations concerning their timeliness, reliability and financial strength (especially where payment advances are required).

3 Special rules

The following rules should be applied when ESCMID is required to deviate from its general portfolio of project activities or in case of primary emergencies, where immediate action is required.

3.1 Framework contracts

ESCMID can sign framework contracts with carefully selected suppliers or work/service providers. The purpose is to simplify and hasten the procurement procedures.

Framework contracts will have a maximum validity period of two years for suppliers and five years for works and service providers, both with the possibility of renewal. A signed framework contract will ensure the following conditions: best price-quality ratio, accessibility and availability at any time.

3.2 Use of procured supplies, works & services

- supplies, works and services procured for the implementation of a project are solely to be used for this purpose, unless otherwise negotiated;
- all purchased commodities must be accounted for in a stock account;
- all assets exceeding EUR 500 must be inventoried. In case of procured services, a valid service contract must be held in the ESCMID office;
- the unexpected loss or damage to any project equipment, capital assets or supplies must be reported to the Executive Committee immediately to discuss further action. In the case of theft of any project capital assets, equipment, commodities or other supplies, a report by the local police authority must be added;
- risk management: all implementing partners are strongly encouraged to insure their equipment, assets, commodities and properties against theft, fire and other causes of loss. Supplies and equipment purchased for any project funded by ESCMID shall be insured as mentioned above.

4 Appendices

- 4.1 Code of Conduct
- 4.2 Conflict of Interest Policy
- 4.3 Invitation to Tender-Format
- 4.4 Supply/Works/Service Contract
- 4.5 Vendor List