

RWI PROCUREMENT REGULATIONS¹

1. Purpose

The purpose of these Regulations is to provide clear direction in relation to the acquisition of goods and services, and ensure that such activity is conducted within a clearly defined framework. In relation to acquisition of goods and services, the aims of the Regulations are moreover to:

- promote transparency and objectivity;
- encourage common understanding and practice to realise procurement-related benefits; and
- maximise efficiency and ensure the best value for money.

2. Scope

These Regulations apply to the acquisition of all goods and services in the context of activities carried out in cooperation with RWI, or with RWI funding, unless otherwise agreed. The Regulations apply to such acquisition by Implementing Partners to RWI, and their staff and contractors, when they procure using funds provided by RWI. Partners may, in such instances and with prior RWI approval, use their own procedures and rules if they are considered meeting RWI standards, as provided for herein, or relevant donor regulations.

Procurement of works is not covered by these Regulations, since RWI does not engage in cooperation involving activities related to what is typically defined as 'works', such as infrastructure projects to construct or maintain buildings, roads and bridges, etc.

These Regulations do not cover contract administration or management, i.e. actions undertaken after the award of a contract relating to the administrative aspects of the contract, and the ongoing monitoring and management of a supplier's performance regarding the promised goods or services.

3. Terms and Definitions

Goods Objects of every kind and description, including raw materials, products and equipment, and in solid, liquid or gaseous form.

Procurement The process of acquiring the most appropriate goods and services from external sources at the best possible cost to meet the needs of the acquirer in terms of objectives, quality, quantity, time and / or location.

¹ These Regulations are based on the RWI Procurement Policy and Procedures adopted by the RWI Board of Trustees on 17 December 2018 and subsequently updated on 30 September 2021.

<i>Single source</i>	Acquisition of goods or services from one selected supplier, even though there are other suppliers that provide similar products or services.
<i>Services</i>	Work or labour (to be) performed, including intellectual (not equipment intensive and typically concerning advisory, training and other project related services) and non-intellectual (usually involving, or relating to, the use of certain equipment) services. Services are specified in advance, and thus carried out at request.
<i>Sole source</i>	Acquisition of goods or services from one selected supplier when there is no competitive marketplace for the requirement, i.e. the goods or services needed are available only from one source.
<i>Supplier</i>	Any natural or legal person with the potential to provide or actually providing procured goods and services. Where in these Regulations the term 'Supplier' appears, it shall, as relevant, also mean 'Vendor, 'Contractor', or 'Service Provider'.
<i>Tender</i>	A written or otherwise formal offer to provide goods or services as per an invitation and according to certain requirements for a stated price. Where in these Regulations the term 'Tender' appears, it shall, as relevant, also mean 'Offer, 'Proposal', or 'Bid'. A 'tenderer' is accordingly a supplier submitting a tender in response to an invitation to tender, and 'tendering' is the process surrounding such submissions.

4. Purpose of Procurement

The purpose of procurement as provided for in these Regulations is to secure goods and services that best meet the needs of users at the best possible cost.

5. Procurement Principles

All procurement undertaken within the scope of these Regulations is to be guided by the following principles:

- *Best value for money*: This is the core governing principle and means selecting the alternative, in terms of provision of goods and /or services, which presents the optimum balance of quality and costs in meeting the needs of the acquirer. The principle further implies the most effective, efficient, and economic use of resources at all times, which requires an evaluation of relevant costs and benefits, along with an assessment of risks, and non-price attributes and / or life cycle costs, as appropriate. Price alone may not necessarily represent value for money.
- *Transparency*: This principle implies openness, clarity and predictability in relation to all stakeholders in all stages of the procurement process and in compliance with relevant rules and regulations. It further means an obligation to have sufficient information, including through advertisement when appropriate, about the procurement procedure and how it will be conducted. In order for tenderers to be afforded the same opportunities

for the submission of tenders, contract documents must be plain and clear, and contain all of the requirements regarding the subject matter of the contract. Consequently, suppliers shall be able to see what is of greatest importance for choosing a supplier, and understand why a particular supplier in the end has been chosen, in order also for the impartiality of the process to be maintained and pass external review.

Openness shall accordingly apply, unless there are valid reasons for keeping certain information confidential. Tenders received are, as a rule, confidential and shall in the tender process not be shared with potential or actual tenderers to avoid distorting fair and unbiased competition. For the same reasons, the procurement process is generally confidential from the time of receipt and opening of tenders to the notification of award. All communication with individual tenderers during a procurement procedure is prohibited where it may risk giving an unfair advantage. Tenderers shall have the right to seek clarifications in writing on any aspect of the tender documents and receive responses in good time before the deadline for submission of tenderers, normally not less than six (6) days prior to the deadline. The responses prepared by the Contracting Party shall be sent to all suppliers that have received the tender documents at the same time and without disclosing the names of the prospective tenderers.

- *Equal Treatment and Non-Discrimination:* As a general rule, participation in tender procedures should be open on equal terms to all natural and legal persons, and all suppliers should be treated equally and be placed on an equal footing. All suppliers must, for instance, have access to the same information at the same time and be subject to the same conditions. Discrimination, directly or indirectly, based on preferences on the basis of nationality of suppliers is prohibited. The principles extend to equal opportunity for all tenderers and imply, in essence, a process characterised by fairness treating all suppliers without extraneous consideration.
- *Proportionality:* Requirements for suppliers must have an obvious link to and be proportionate in relation to the subject matter of the contract. The requirements imposed must be both appropriate and necessary to achieve the aim of the procurement. If several alternatives exist, the alternative chosen should be the one which is the least intrusive or onerous for suppliers.
- *Competition:* Open competitive procurement is always the preferred approach to maximise fairness, unless there are justified reasons to the contrary. All relevant and eligible organisations and individuals should be allowed to participate in a tender process by submitting offers in response to a specific requirement for which they are qualified. Appropriate dissemination of procurement information shall take place to increase the chances of a good response, leading to the award of competitively-priced contracts. Use of standards and technical specifications in tender documents shall promote and allow the broadest possible competition, while ensuring the performance or other requirements for the goods and / or services in the procurement.

Despite this principle, not all contracts are awarded following a competitive process depending on the need and the resulting procurement method used to fulfil a specific requirement. The use of non-competitive procurement methods, although justified under certain conditions, should be kept to a minimum, and each procurement activity should regardless be designed for inclusivity and supplier diversity.

- *Accountability:* Accountability in this context means that all involved in the procurement process are responsible for their actions and decisions with respect to the process. It should in this respect be possible to in all cases give complete and accurate account of how funds have been used and how contracts have been awarded. Record-keeping is

accordingly of utmost importance, including for accounting and auditing reasons, ensuring records are as complete and accurate as possible, while timely kept (see further section 7 below).

It is to be noted that in the context of European Union procurement legislation the principle of mutual recognition (that diplomas and certificates issued by authorities authorised by a Member State shall also apply in other EU / EEA countries) is also a key procurement principle.

In addition to these principles, procurement following these Regulations shall at all times comply with relevant and applicable legislation, and seek to meet best international practice. Such considerations include observing human rights, ethical, environmental protection, sustainability, anti-corruption, fair trade, health and safety standards. The protection of the environment and sustainable development belong to the key guiding principles for RWI's work in general and in this context imply that, when possible and justified, environmentally-sound goods and services shall be procured. Overall guiding is moreover that procurement contributes to upholding international human rights standards and in no way contributes to violations of such standards.

Situations of conflict of interest must be avoided in procurement processes. The situation of conflict of interest applies to persons in charge of the procurement procedure as well as to persons involved in the opening and evaluation phases. A conflict of interest may arise where, for instance, a member of an evaluation committee or someone involved in the procedure grant themselves, or others, unjustified direct or indirect advantages by influencing the outcome.

6. Implementation

Acquisition of goods and services is a significant activity of RWI. The Institute, as well as its Cooperation Partners using RWI funds, acquire a wide range of goods and services from an array of different suppliers in various locations. The requirements are diverse and complex, and range from major to minor contracts involving long-term partnerships as well as one-off purchases.

It is therefore of importance that the principles in these Regulations are clearly and consistently reflected in practice. In this respect, certain common rules and key considerations are accounted for in the following and in relation to each main step of the procurement process, together with information on the different procurement procedures applying.

When deciding on how to give effect to these Regulations, it shall generally be considered that the procurement requirements should be as simple and practical as possible, considering the amounts involved, the complexity, and the level of risk. The below-mentioned rules and procedures constitute minimum procurement requirements. It should also be noted that all purchases do not need to go through a formal tender process, but remain subject to these Regulations.

6.1. *Identification of needs and requirements*

The first step in the procurement process concerns identifying needs, in order to find and acquire appropriate goods and services from external sources at the best possible cost. The needs in terms of objectives, quality, quantity, time and / or location shall thus always be established and, when necessary, further specified. When it comes to services, it must also

be established that the services concern technical and professional expertise beyond the Contracting Party's internal capacity.

In relation to this, any risks of the procurement process, including the contractual agreement, shall be identified, and it shall, when relevant, be considered how to manage those risks. The scope of the risk assessment will depend on the type of the procurement. The key is to get the right balance between risk and expected benefit.

Significant risk factors include when an engagement could affect RWI's and/or a Cooperation Partner's reputation and integrity, and / or have a particular political or strategic impact. When a significant risk is identified, it is required to obtain guidance before proceeding with a procurement. Such guidance shall be sought from the designated contact person at RWI.

The needs identified shall translate to requirements applicable to a supplier to ensure the supplier has sufficient financial, economic, technical and professional capacity to provide the needed goods or services. Such requirements always need to be considered and shall, depending on procurement procedure, be further specified as criteria for selecting suppliers in the procurement process (see section 6.3. below). Requirements must be clear and non-discriminatory as well as proportionate, and may not go beyond the scope of the contract. The pertinence and quality, and not quantity, of experience shall be advantaged, e.g. in the technical area and / or in similar environments.

When deciding on appropriate criteria, it must be considered whether compliance can be proved and, for instance, what type of documentary evidence a supplier may, when relevant, submit as proof. It must also always be clear how such a criterion will be assessed and it must be possible to justify such assessment.

RWI only partners with, and accepts, suppliers that respect and comply with all relevant and applicable human rights as well as ethical business, social responsibility, health, safety, environmental, employment and fiscal regulations. Any known violations in this respect, or inability to provide appropriate evidence, if and as requested, shall disqualify a supplier from (taking part in) a procurement process.

Notwithstanding principles of openness and non-discrimination, a supplier shall also be excluded from taking part in a procurement process if:

- (1) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (2) it has been established by a final judgment or a final administrative decision that the supplier is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the supplier belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii) entering into agreement with other economic operators with the aim of distorting competition;
 - iii) violating intellectual property rights;
 - iv) attempting to influence the decision-making process during the procurement; or

- v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement process.
- (3) it has been established by a final judgment or a final administrative decision that the supplier is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (4) it has been established by a final judgment that it, or persons having powers of representation or decision-making control over it, is guilty of any of the following: fraud; corruption; involvement in a criminal organisation; money laundering; terrorist financing; child labour (or any other forms of trafficking in human beings); or any other illegal activity detrimental to RWI's interests;
- (5) the supplier has shown significant deficiencies in complying with main obligations in the performance of a contract financed by RWI or any donor to RWI, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or
- (6) it, its subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate, is found on the list of EU restrictive measures (the lists of persons, groups, entities subject to the EU restrictive measures are published on the following website: www.sanctionsmap.eu).

For tenders, potential suppliers must certify on honour that they are not in any of the situations listed above, which are referred to as exclusion criteria.

Points (1) to (3) above do not apply to the purchase of supplies on particularly advantageous terms from either a supplier which is definitely winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law. In such instances, direct selection may also, regardless of contract value, be used as procurement procedure (see further in next section).

6.2. *Prequalification*

An alternative or complement to procurement as per the below procedures is to use the procedure of prequalification of suppliers. Prequalification implies a process to pre-screen competing suppliers against a pre-determined set of criteria.

This ensures that the suppliers have a certain baseline capacity and capability to provide goods and/or services prior to being invited to tender in relation to a particular request. When such requests for invitation are issued, normal procedures of procurement as per below are to be used except that only suppliers already determined as prequalified take part in the procurement.

A prequalified status accordingly does not guarantee any contracts, as tenders will still have to be solicited from the list of prequalified suppliers when the need arises for supply of a particular good or service.

Prequalification is mainly to be used when procuring a particular type of good / service on a regular basis and / or when preparing / evaluating tenders is particularly costly / complex and / or a large pool of competing suppliers exists.

Prequalification takes place after needs have been identified and when determining the most suitable procurement strategy. If, in relation to an identified procurement need, prequalification is considered, the designated contact person at RWI shall be consulted in the matter before moving forward in the matter.

6.3. Determining contract value and procurement procedure

An important further step in the process concerns determining the value of the contract for the goods or services in view of what has been established with regard to needs in relation to objectives, quality, quantity, time and location. The estimation of the contract value must be made correctly and cover all costs related to the specific contract, whether it is a so-called “one-off” contract or a contract for a certain period of time. Any form of options and extensions of the contract shall be included when estimating the contract value.

The contract value in turn determines which procurement procedure that is applicable, depending on how the value relates to the below-mentioned monetary thresholds. In each case below, main aspects of the applicable procedure are accounted for in bullet point format.

The below-mentioned monetary thresholds are meant to ensure the proper use of procurement procedures to obtain the best services / goods for meeting user needs. Contracts must not be split artificially to circumvent the below-mentioned procurement thresholds. Thresholds may however be disregarded in cases of contracts that a) are declared to be secret or must be accompanied by special security measures, or b) concern legal representation, advice or other legal services, including support regarding potential legal, arbitration or conciliation proceedings. If it is considered that a case of a) or b) is present, or when in doubt in any way regarding contract values and thresholds, further guidance shall be sought from the designated contact person at RWI.

1. Goods and services of a value up to SEK 50,000 – Direct Selection (not involving tender)

- Always assess different supplier options
- Direct selection of identified supplier
- Information existing supporting the reasons for the choice of supplier, including in relation to cost
- Invoice and/or other relevant supporting documentation for payment

Note: if the value of the services / goods is above SEK 5,000, written terms of reference / specification and contract / agreement as well as documentation supporting the reasons for the choice of supplier are normally required.

2. Goods and services of a value between SEK 50,001-615,312² – Simplified Tender

- Terms of reference with technical specifications / eligibility qualifications criteria
- Written invitation to at least three service providers assessed to be qualified
- Assessment of tenders (by at least two persons)
- Documentation of process as note for the file, including information on the selection criteria, the price comparisons and the reasons for the choice of supplier
- Contract, invoice and other relevant supporting documentation for payment.

As an exception, single / sole source selection can be used in cases of / when

² This figure is based on the amount currently (February 2020) set, in the Swedish Public Procurement Act, as the limit below which a contract may be awarded directly to a supplier.

- A contract value below SEK 200,000; and
- No competition exists or such selection presents a clear advantage over competition, in view of factors such as:
 - The goods / services can in principle only be satisfactorily provided by a single supplier due to e.g. unique capabilities, experience of exceptional worth or proprietary rights; or
 - Extreme, not foreseeable, urgency not attributable to the Contracting Party;³ or
 - The fact that the contract represents a natural and necessary continuation of previous work carried out and the value of the current contract does not exceed 50% of the original contract or a repetition of similar work entrusted to the supplier under the original contract if provision for such extension was made in the original contract and there is no increase in value and duration compared to the original contract; or
 - The fact that the contract concerns additional deliveries by the original supplier intended either as a partial replacement of normal supplies or installations or as the extension of existing supplies or installations, where a change of supplier would require acquiring equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance.

Single / sole source selection may also be used if a new contract has to be concluded after early termination of an existing contract. Such a decision has to be substantiated by reason of non-performance by the supplier or by reasons for termination similar to grounds for exclusion as mentioned above in section 6.1.

It must also be possible to demonstrate best value for money by choosing this option.

For single / sole source selection, the following applies in terms of procedure:

- Terms of reference with technical specifications / eligibility qualifications criteria
- Establishment of exceptional case with reference to the above and on the basis of an assessment of supplier options, noting how best value for money is secured in this way
- Selection of supplier with demonstrated necessary capabilities and satisfactory completion of similar contracts
- Note for the file to be attached to contract justifying the use of single / sole source selection, including information on selection criteria and assessment of supplier options.
- Contract, invoice and other relevant supporting documentation for payment

3. Goods and Services of a value between SEK 615,312-3,000,000 – Selective Tender

- Preparation of full tender dossier including as a minimum:
 - Comprehensive terms of reference with detailed technical specifications, eligibility and qualifications criteria
 - Formal invitation letter
 - Detailed specifications of formal requirements for tenders. Selection criteria must be specified and applied without modification unless a correction has been published.
 - Templates for submission of information on price, methodology, qualifications, etc.
 - Information on timeframes for all steps in the process (the time limit from date of invitation to date of submission must be long enough to give interested parties a

³ Note that in this case it might be required to seek prior approval from, if applicable, the donor concerned, and for this reason the contact person at RWI should be consulted.

reasonable and appropriate period to prepare and submit their tenders, and 15 days as a minimum)

- Sample contract
- Formal invitation to at least three suppliers assessed to be qualified
- Tender opening procedure (confidentiality and opening of all tenders at the same time and place)⁴
- Tender evaluation committee with an odd number of members and at least three persons possessing the required technical and administrative capacity necessary to evaluate the tenders on the basis of the exclusion, selection and award criteria in the tender documents
- Tender protocol documenting the process and evaluation to be shared with all tenders
- Contract, invoice and other relevant supporting documentation for payment.

4. Goods and Services of a value over SEK 3,000,001 – Public Tender Procedure

For a public tender, the same procedure as stated above for the case of selective tendering applies, but there is also the requirement of publication of a procurement notice (i.e. not only three suppliers are invited). The procurement notice is to be published in all appropriate media. This means on the website of RWI and the website/s of, when relevant, RWI partners or contractors who implement this Regulations, in the international press and / or the national press of the country in which the contract is to be performed, or in other specialist periodicals.⁵

In an open public tender procedure, all potential suppliers may take part as long as they are not in one of the situations covered by the exclusion criteria referred to above (see section 6.1.). Any natural or legal person wishing to tender may accordingly ask to receive the tender documents in accordance with the procedures specified in the procurement notice.

However, the process can also be restricted in the sense that the published procurement notice provides for submissions, usually in the form of expressions of interest, from all potential suppliers, but only interested suppliers satisfying published selection criteria will be invited to submit a full tender. The notice must then state the number of suppliers who will be invited to submit tenders, the goods or services to be provided and on which grounds that selection is made. The number of suppliers must be sufficient to ensure genuine competition (usually within a range of four to eight candidates).

Following the selection of suppliers, the full tender dossier is sent to the thus shortlisted candidates. To ensure fair competition, tenders must be submitted by the same supplier who expressed interest to tender, which was shortlisted and to which the invitation to tender was addressed. No changes to the identity or composition of the tenderer are permitted, unless good reasons have been given and the Contracting Party has given its prior approval in writing. If deemed necessary, the evaluation committee may be consulted.

For the public tender procedure, the time limit from date of invitation to date of submission must also be long enough to give interested parties a reasonable and appropriate period to prepare and submit their tenders. 30 days is considered a minimum in this case, and for

⁴ Tenders shall be opened as soon as possible after the tender submission deadline. The tender opening shall be attended by at least two (2) persons. The received tenders and the total price for each tender shall be recorded in a tender opening form. The tender opening form shall be signed by the persons attending the opening.

⁵ For contracts regarding development cooperation programmes, such periodicals include the UN publication Development Business, the Tenders Electronic Daily (TED) of the Official Journal of the European Communities, and the OECD DAC's Internet Procurement Bulletin Board, or equivalent. In such cases, the contract notice should also be published in one or more of these publications.

large and complex contracts, the time limit should be extended considerably, normally to not less than 90 days.

6.4. *Selection of suppliers and award of contract*

Selecting suppliers concerns matching suppliers with the identified needs and requirements. Selection shall be made in an objective and transparent manner and in accordance with only the requirements determined following the needs identification. It must be ascertained that suppliers possess the necessary economic and financial as well as technical and professional capacity to perform the entire contract.⁶

In a tender procedure, a firm distinction between selection and award criteria should be made, in particular when preparing the tender specifications and when tenders are evaluated in order to avoid any legal uncertainty with regard to the conditions of the award of the contract.

At the stage of evaluation of award criteria, the capacity or ability of the tenderers as already assessed during the selection phase can no longer be reviewed. Only the technical and financial offers must be evaluated at this stage by reference to the award criteria which are to be directly related to the tender specifications in order to assess the intrinsic quality of the offer and which may not relate to the capacity of the tenderer.

Suppliers may not be awarded a contract if:

- (a) they are subject to a conflict of interest;⁷ or
- (b) they are guilty of misrepresentation in supplying the information required as condition for participation in the contract procedure or a failure to supply this information; or
- (c) it is determined that there are grounds for exclusion in accordance with the above-mentioned criteria (see section 6.1.).

Contracts are awarded on the basis of the most economically advantageous tender in one of the following two ways:

- (i) according to the best price-quality ratio, in which case price and other quality criteria linked to the subject matter of the contract are taken into account, and a weighting formula is applied;⁸
- (ii) according to the best price or cost,⁹ provided the tender satisfies established minimum requirements.

The criteria must be precise, non-discriminatory and not prejudicial to fair competition.

The period of validity of the tender shall be specified in the tender documents and be sufficient to complete the evaluation of tenders in an adequate manner and conclude a

⁶ If a supplier also relies on the capacity of other entities for the performance of the contract (e.g. within a consortium), it must then be verified whether the entities on whose capacity the supplier intends to rely also fulfil relevant selection criteria. For instance, some criteria aiming at assessing the financial and economic capacity might not be checked on the basis of aggregate values, but are rather to be met by each member of a consortium.

⁷ It may be concluded that a supplier does not possess the required professional capacity to perform the contract to an appropriate quality standard where it has been established that the supplier has conflicting interests which may negatively affect its performance.

⁸ Minimum levels of quality can be laid down where suppliers / tenders below those levels of quality shall be rejected. Quality criteria may include elements such as technical merit, aesthetic and functional characteristics, accessibility, design for all users, social, environmental and innovative characteristics, etc.

⁹ Cost means analysing the cost-efficiency of the procurement, such as the costs for the entire lifecycle of the procured goods or services.

contract with the successful tenderer. Any tenders received after the closing time for submission shall be returned unopened.

A notice on the contract award decision shall be sent to all tenderers at the same time. Tenderers who request more detailed information (such as the tender protocol) regarding the reasons for the contract award decision shall receive such justification, in writing, without undue delay.

A contract awarded can be amended through an addendum under the conditions provided for in the contract itself. No changes to the contract may alter the award conditions prevailing at the time the contract was awarded.

A contract, a framework contract or a specific contract under a framework contract can otherwise be modified by means of simple addendum, with no need to go through a new procurement procedure, in the following cases, provided the modification does not alter the subject matter of the contract or framework contract:

- a) where the value of modifications is below the following thresholds:
 - i) SEK 3,000,000;
 - ii) 10 % of the initial contract value; and
 - iii) the net cumulative value of several successive modifications does not exceed the thresholds under points i) and ii) above
- b) all other modifications which do not alter the minimum requirements of the initial procurement but the value of which is within the limits of (i) and (ii) above, unless such modification of value results from the strict application of the procurement documents or contractual provisions.¹⁰

Withdrawal or cancelling of the procurement process

Withdrawal or cancelling of the procurement / rejection of all tenders shall only be done in exceptional circumstances. It may be justified when there is a lack of effective competition, where the budget is extensively exceeded, or where there is a lack of suitable tenders. A notice of withdrawal or cancelling of the contract / rejection of all tenders shall then be sent to all participating tenderers at the same time.

If a tender procedure has been unsuccessful, i.e. where no qualitatively and/or financially worthwhile tender has been received, it is permitted, after having formally cancelled the tender procedure, to negotiate with one or more tenderers from among those that took part in the tender procedure, provided that the initial terms of the tender procedure are not substantially altered, and award one of these tenderers the contract documenting the whole process.

7. Record-Keeping

For any purchase, good record-keeping is important, including as may be required by law or contract. Sufficient and appropriate documentation must thus be kept with respect to the procurement procedures applied.

¹⁰ Cases under b) concern minor changes which do not affect substantial aspects of the contract or the initial procurement procedure, or changes which are part of the economic life of the supplier. They entail administrative changes and application of revision clauses or options, modifications which are the result of the application of contractual provisions (e.g. price revision clauses) or concern administrative details (e.g. change of address, replacement of auditor).

Written records (including all tender documents, the originals of all tenders, the tender evaluation form and any related correspondence) of the entire procurement procedure must be confidential and kept as follows:

- Unsuccessful tenders have to be kept for five (5) years from the tender submission deadline.
- Contractual and procurement documents have to be kept for a minimum of seven (7) years from the expiry date of the contract and the date of the contract award, respectively. An original copy of all invoices and book-keeping material relating to goods and services procured must always be kept for seven years (in paper or electronic form, if supported). Relevant records pertaining to the purchase shall also be attached to the filed invoice.

It is particularly important to have documented the reasons for choice of procedure, the assessment of suppliers / tenderers (in relation to identified needs and requirements) and the reasons for the award of contract, whereby it should also be made clear who has made the assessment and taken the decision of award.

It is also important that the documentation is easy to find for any person who wants to review the process and decision. Supporting documents shall therefore primarily be filed together with the contract.

8. Non-Compliance

Following from the above, ensuring adherence to these Regulations is, in each procurement case, the responsibility of the person authorised, on behalf of the Contracting Party, to acquire the goods / services in question. In case principles, processes and procedures prescribed in these Regulations are suspected to be deviated from, this should be reported to the concerned RWI contact person.

Where violations of this Regulations are established, RWI is entitled to take action in accordance with applicable provisions of contracts and agreements signed and / or applicable labour or other laws, and failure to comply with these Regulations may on these grounds result in termination of an assignment, contract and/or partnership with RWI, or disciplinary action. Furthermore, such failure to comply may involve contravening legislation which could lead to action being taken accordingly.

If you are uncertain in any way regarding any aspect pertaining to the applicability of this Regulations, you should always contact your designated contact person at RWI.