

Invitation to Tender (ITT)

13 October 2022

Invitation to Tender (ITT) # PFRU-PMU-015
ITT name: Supply Chain Services
Submission deadline: 23 November 2022

Dear Tenderer,

Chemonics UK (Chemonics) invites you to submit a Tender for Supply Chain Services.

In addition to this Letter of Invitation, the ITT Pack includes:

- Volume 1 – Key Procurement Information
- Volume 2 - Instructions to Tenderers and Evaluation Criteria
- Volume 3 - Terms of Reference (ToR)/Specifications
- Volume 4 – Annexes
 - Annex 1 - Cover Letter (Declarations)
 - Annex 2 - Chemonics Tendering Requirements and Conditions
 - Annex 3 - Budget Template
 - Annex 4 - Illustrative Procurement Commodities

Tenderers are required to read “**Chemonics’ Ethical and Business Conduct requirements**” in Annex 2, Section 1 and declare they have understood and adhere to these conditions in the Cover Letter provided in Annex 1.

This ITT does not obligate Chemonics to execute a contract, nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals.

All inquiries or requests for clarifications relating to this ITT must be made through the Procurement Point of Contact (POC) listed in the Key Procurement Information in Volume 1. Please contact the POC immediately if any of the ITT documents are missing.

Sincerely,

Simon Vickers
PFRU Programme Director

Volume 1. Key Procurement Information

ITT number:	PFRU-PMU-015
Project Name/No.:	Partnership Fund for a Resilient Ukraine (PFRU) referred to as "Project"
Authority/Chemonics Client:	Foreign, Commonwealth and Development Office (FCDO) and PFRU financing partners
Implemented by:	Chemonics UK
Description of commodities or services:	Supply chain management services
Issue date:	13 October 2022
ITT clarifications deadline:	28 October 2022
Submission deadline:	23 November 2022
Email for electronic submissions	pmu-ukr-pfru@chemonics.com
Contract type/Pricing methodology:	Time-and-materials vendor services agreement
Currency of offer	Offers are expected to be expressed in British Pounds.
Estimated period of Performance	8 December 2022 – 31 March 2024
Proposal validity period:	45 days
Country where Commodities /Services will be delivered	Ukraine referred to as "Country of Performance"
Procurement point of contact:	pmu-ukr-pfru@chemonics.com referred to as "POC"
Chemonics contact details for the Tenderer or Tenderer Personnel to notify any potential conflict of interest, safeguarding, anti-bribery and corruption or any other compliance concerns	Chemonics Office of Business Conduct Email: businessconduct@chemonics.com Online: www.chemonics.com/reporting Phone/Skype: 888.955.6881 WhatsApp: (+1) 202.355.8974

By submitting a Tender in response to this ITT, the Tenderer represents that they have read, acknowledge, understood, agree to, and will act in accordance with the terms set forth in this ITT, including the "Terms and Conditions of the Tender", as may be modified from time to time, which can be found in Annex 2, Section 3.

Volume 2: Instructions to Tenderers and Evaluation Criteria

1. Introduction:

The Partnership Fund for a Resilient Ukraine (Programme) is a multi-year, multi-donor funded programme managed by the UK's Foreign, Commonwealth and Development Office (FCDO). The aim of PFRU is to strengthen the resilience of the Ukrainian government, civil society and economy by delivering essential support to government, civil society and the private sector. The Commodities or Services to be procured under this ITT are required for the Project's implementation as further explained under Volume 3 -Terms of Reference. The Project anticipates issuing a Time and Materials Vendor Services Agreement.

2. Submission Procedure for Tenders:

Tenderers are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this ITT.

Tenderers shall submit their tenders electronically by the submission deadline and at the email address in Volume 1- Key Procurement Information. The Technical and the Commercial tender must be submitted separately, and the technical proposal must not have any references to cost information.

Electronic submission of the tender must not exceed 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Tenderers must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The font size chosen for your tenders must not be less than Arial font size 10.

3. Eligibility Requirements

- a. The Tenderer must be an organisation incorporated or legally organised under the laws of its place of business and must have proper licenses or registration to deliver the Commodities or Services in the Country of Performance.
- b. No commodities or services shall be eligible for payment if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by the His Majesty's Government or other PFRU financing partners.
- c. Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, or Dahua Technology Company will not be accepted. If tenders include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.
- d. Tenderer must submit the self-declarations and representations included in Annex 1 and shall pass Chemonics due diligence process.

4. **Evaluation and Award:**

An award will be made to the Tenderer whose proposal is determined to be responsive to this solicitation document and represents value for money to the Project.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

Technical Evaluation Criteria	Maximum Score
1. <i>Technical Approach and Methodology:</i> The Tenderer should outline their proposed approach to effectively execute the scope of work, including a detailed discussion of proposed interventions and methodology to successfully managing the programme's supply chain needs. The proposal should clearly explain how their proposed approach responds to the objectives of the programme as stated in the Terms of Reference.	30
2. <i>Understanding of Local Context:</i> Tenders will be evaluated based on the demonstrated understanding of managing supply chains in the Ukrainian context, including managing a third-party logistics (3PL) provider and receiving and delivering commodities from international suppliers to Ukraine.	20
3. <i>Personnel:</i> Tenderers should identify all personnel, including relevant project managers, who will work on this assignment and their relevant qualifications for their proposed roles, including years of experience in this sector and demonstrated successful implementation in similar operating conditions. Tenderers should include CVs for all proposed staff. For anticipated staff that may be needed but not yet identified, Tenderers may include illustrative descriptions; however, Chemonics strongly encourages Tenderers to name proposed staff as much as possible.	25
4. <i>Corporate Capability and Past Performance:</i> The Tenderer should demonstrate their technical and administrative capacity to perform the work, including previous experience providing services of a similar size and scope and in a local operating context similar to Ukraine in addition to FCDO and UK government procurement procedures.	15
Total Technical score	90
Commercial Criteria	
The commercial proposal (price) will be scored based on total cost relative to other bidders, and evaluated for realism, reasonableness, and value for money. Chemonics will award a contract to the Tenderer whose proposal represents the greatest value to Chemonics and our clients. Tenderers should propose fully burdened daily rates for all proposed and potential staff. The fully burdened rate must be inclusive of salary, and indirect personnel related costs, such as fringe benefits, and any profit. Chemonics will evaluate the rates for reasonableness as compared to market rates. Tenderers must propose appropriate personnel categories, divided by experience and qualifications, in the price proposal. Please refer to Annex 3	10

as a template. Additionally, Tenderers must include any materials costs they believe are relevant for implementing the scope, such as travel, security, communications, etc. The template includes illustrative costs only ; Tenderers should propose materials cost relevant to their offer. Proposed labour costs will be weighted higher in the commercial price evaluation than materials costs, but proposed materials costs must be reasonable and appropriate.	
Total Evaluation Score:	100

5. Tender details

The following is the information required to be considered a responsive tender:

5.1 Cover letter: All tenders without exception must include a cover letter using Annex 1 as a basis. The cover letter includes the Vendor's declaration and must include all documentation necessary for Chemonics to do its due diligence process. The declaration must be signed by an authorised representative of the company. Chemonics reserves the right to request additional documentation as part of its due diligence.

5.2 Technical Proposal

The technical proposal shall comprise the following parts:

Part 1: Technical Approach and Methodology. This part shall not exceed five pages. The Tenderer shall describe the company's approach to performing the services as described in the Terms of Reference. This may include but is not limited to:

- 1) Outlining a clear approach to stepping into an existing international supply chain network to serve as the overall manager of activities
- 2) Clear demonstration of supply chain management best practices
- 3) Approach to managing a 3PL provider responsible for warehousing and transporting commodities purchased from international suppliers into Ukraine
- 4) Approach to coordinating with PFRU procurement and technical teams on procurement activities, and regular reporting to PFRU on the status of procurement activities

Part 2: Understanding of Local Context. This part shall not exceed two pages. The Tenderer shall clearly explain how the current context in Ukraine should be addressed in the context of managing supply chain services, and what solutions or risk mitigation strategies should be considered to ensure successful implementation of the work.

Part 3: Personnel. This part shall not exceed three pages. Tenderers should provide an overview of the proposed team to implement the scope of work. This should include a summary of each position, justification for each position, anticipated location of each position, and the specific individual being proposed and their qualifications. CVs for proposed personnel may be included in an annex to the technical proposal and will not count against the page limit.

Part 4: Corporate Capabilities and Past Performance. This part shall not exceed three pages. This section must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Tenderers must include details demonstrating their experience and technical ability in implementing the proposed technical approach/methodology. Additionally, Tenderers must include three past performance references of similar work (under contracts, subcontracts or grants) previously implemented as well as contact information for the

companies/donors for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the Tenderer's performance, name and address of the company/donor for which the work was performed, and email and phone number of the point of contact.

Chemonics reserves the right to check additional references not provided by a Tenderer.

5.3 Commercial Proposal

The commercial proposal is used to determine which proposals represent value for money and serves as a basis of negotiation before award of an agreement.

The budget template in Annex 3 can be used to construct the budget, but Tenderers can also use their own template if they prefer.

For the commercial proposal, Tenderers must provide a detailed budget with all items, services, etc. clearly labelled and included in the total offered price. Proposed labour should include a line item for each individual, a gross daily rate inclusive of salary and any overhead or fringe expenses, etc., and proposed workdays ordered. Tenderers must also include proposed Personnel categories and qualifications for each category. Other materials expenses may include travel costs, communications, insurance, supplies or equipment, insurance, VAT, etc. All cost information must be expressed in the currency in the Key Procurement Information in Volume 1. The price of the Agreement to be awarded will be all-inclusive price. No profit, taxes, or additional costs can be added after award therefore these costs must be included in the proposal budget.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of a Tenderer's proposed cost.

Under no circumstances may cost information be included in the technical proposal.

Best offer proposals are requested. It is anticipated that a vendor will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a purchase order. Highest-rated Tenderers, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

Volume 3. Terms of Reference

1. BACKGROUND

The Partnership Fund for a Resilient Ukraine (PFRU) is a multi-year, multi-donor funded programme managed by the UK's Foreign, Commonwealth and Development Office (FCDO) in coordination with other PFRU financing partners. The aim of PFRU is to strengthen the resilience of the Ukrainian government, economy, media and the Ukrainian civil society by delivering essential resilience project support to relevant partners.

The PFRU programme includes a significant procurement component to meet the needs of PFRU partners through the provision of equipment and services. Given the war in Ukraine and urgent need for procurement of equipment not immediately available in Ukraine, PFRU is seeking a firm to provide technical support for implementation of a rapid response international procurement process, supply chain development and implementation activities. Initially, this firm is anticipated to support large-scale procurement and delivery of an estimated £5.5 million of specialised equipment to the State Emergency Services of Ukraine, including vehicles and boats, medical equipment, specialised personal protective equipment (PPE), water supply and sanitation, unexploded ordnance removal, and urban search and rescue (USAR) equipment. However, the firm will be expected to provide international procurement support to other PFRU interventions as required by the programme – the amount of international procurement support required by PFRU may increase or decrease across the duration of the programme. Tenderers may refer to Annex 4 for an illustrative list of equipment that may be procured, in addition to other programme requests. In addition, the firm will be responsible for assisting in management of a 3PL provider contracted by PFRU to provide warehousing and logistics support for equipment to be rapidly deployed to strategic locations within Ukraine, while coordinating with PFRU's Ukrainian procurement team to procure and warehouse these items throughout the course of the programme.

Beginning in May 2022, PFRU engaged a firm with supply chain expertise on a short-term basis to develop initial processes and resources for PFRU's international procurement and supply chain activities. This included guidance and oversight to PFRU programme staff on international procurement and logistics processes, performing market research to identify potential suppliers for the programme, reviewing product specifications with the programme's technical team, drafting and publishing ITTs for initial priority waves of procurements, and providing recommendations for supply chain organisation. With the firm's support, PFRU also executed a subcontract with a third-party logistics (3PL) provider and organised the supply chain mechanism for the programme, including transport/freight forwarding and warehousing services. The team also began the process of overseeing the warehousing, logistics and delivery of PFRU commodities to their destinations in Ukraine by performing post-contracting monitoring of commodities suppliers. Currently, the programme anticipates having access to two warehouses – one in Poland and one in Ukraine – through the services provided by the 3PL provider.

PFRU is seeking qualified proposals to continue on the supply chain work completed thus far, serve as the programme's procurement agent for large-scale international commodity procurements, and manage the logistics for internationally procured goods with support of the programme's selected 3PL provider. The selected firm will be required to coordinate closely with PFRU's Ukrainian procurement team to ensure that commodities are available on the Ukrainian market with adequate delivery timelines are prioritised over international procurements to achieve value for money for FCDO and other PFRU financing partners.

2. SCOPE OF WORK

The selected offeror will provide technical procurement support, with PFRU management and oversight, by serving as the programme's procurement agent managing solicitations for equipment purchased from international suppliers, and liaising with the programme's selected 3PL/warehousing and logistics provider. All processes and procurements will be conducted to ensure quality standards are met, and that all procurements are cost-effective and compliant with Chemonics and FCDO regulations. The selected

provider will work closely with the PFRU team based in Ukraine, which includes the Team Leader, Deputy Team Leader – Finance and Operations, Procurement team, Project Implementation Director, Technical Advisors, and other short-term technical assistance throughout the programme. Requirements include identifying potential suppliers for specialised equipment; developing equipment specifications in coordination with PFRU's technical team; drafting and publishing invitations to tenders (ITTs); compiling clarification questions from bidders and working with the Ukraine PFRU technical team to prepare responses; compiling data from proposal submissions into evaluation summaries to be approved by PFRU; drafting and issuing Purchase Orders; and overseeing warehousing and delivery of purchased equipment. All tasks will be performed in close coordination with the PFRU team based in Ukraine.

General Responsibilities:

Sourcing activities

- Research markets in the EU, and locally in Poland and Ukraine, where logistically and economically possible and security conditions permit, to identify appropriate suppliers for the programme. Vendor and supplier research shall encourage the use of Ukrainian vendors for services and goods to boost wider impact of PFRU for Ukraine to the extent practicable.
- Review product specifications for Invitations for Tenders (ITT) with the PFRU procurement and technical teams and discuss/identify priority procurements. Develop a procurement schedule/plan taking into account reasonable procurement timetables and local logistical challenges.
- Work with the PFRU procurement and technical teams to prepare and finalise tenders and bidding documents incorporating PFRU review and input.
- Issue finalised and approved ITTs at the direction of the PFRU programme/procurement team. Additionally, identify appropriate processes with the PFRU teams for solicitation evaluation, schedules, inspection processes, and delivery completion.
- Follow-up with, in accordance with solicitation approach, Ukrainian, regional or international vendors and service providers to obtain quotations and/or initiate procurements of requested commodities and services as needed in response to ITTs and programme identified needs.

Procurement activities

- Finalise evaluation and selection of bids in preparation of issuing Purchase Orders with selected suppliers. Summarise evaluation and selection process in memos for approval by PFRU and FCDO (if applicable).
- If applicable, participate in evaluation panels in coordination with the PFRU project team for award of procurement contracts.
- Draft vendor contracts when authorised by Chemonics and submit for internal approval according to PFRU guidance.
- As needed, work with and/or coordinate with the PFRU procurement team, Chemonics UK's corporate procurement and contracts experts and Project Management Unit (PMU) to ensure all bidding documents and contracts adhere to Chemonics' and FCDO's procurement policies, use the most updated templates, and meet the necessary quality standards.
- Ensure that procurement filing system is complete and all appropriate documentation is included in each procurement file including memorandums of evaluation for all procurements that are completed during the term of contract.
- Respond in a timely manner to requests for meetings and maintain schedule considering PFRU technical team working hours where possible during the mutually agreed upon work days for the programme.
- Routinely coordinate with local procurement and technical teams on the procurement plan/schedule to ensure suitability and feasibility of proposed procurements.
- Work and report under the overall technical direction of the Deputy Team Leader of Finance and Operations, or designee.

Supply Chain activities

- Review and implement the finalised vendor framework agreement (VFA) and associated warehousing and transportation orders with the selected third-party logistics provider
- Support drafting of PFRU supply chain procedures tailored to the processes of the selected 3PL
- In coordination with the PFRU procurement team, initiate documentation of supply chain process to ensure shipping, warehousing, and distribution activities meet the needs of the programme. This includes discussing PFRU's internal processes for notifications and communications; communicating logistics provider SOPs and service level requirements in the VFA among team members and vendor; coordinating with PFRU on tracking files for shipments and orders; and updating the procurement plan as needed with shipping and logistics information.

Tenderers are expected to propose qualified candidates to manage and implement the terms of reference. Proposed staff will be evaluated in accordance with Section 4 of this ITT.

3. DELIVERABLES OR OUTPUTS DESCRIPTION

Tenderers must propose deliverables as part of the technical approach to be considered during final contract negotiations. Proposed deliverables should reflect the scope and terms of reference and be used as tools for communications and the Tenderer's approach to coordinating with PFRU procurement and technical teams. Examples could include procurement plans, routine reports on targets achieved, submission of commodity specifications, and updates on procurement processes and status, including anticipated delivery times.

4. PRICING AND DELIVERABLE SCHEDULE

Chemonics will make monthly payments. Payments are subject to approval of an invoice, timesheets and satisfactory deliverables corresponding with the invoice period.

5. DUTY OF CARE

The Vendor will be responsible for their own staff's safety and well-being, and the safety and well-being of Third Parties affected by the Vendor's activities under any resulting Agreement, including appropriate security arrangements. The Vendor will also be responsible for providing suitable security arrangements for their domestic and business property.

Annex 1 Cover Letter

[Tenderer: Insert date]

Simon Vickers, PFRU Programme Director
Reference: Invitation to Tender PFRU-PMU-015 Supply Chain Services
Subject: Declarations

Dear Simon Vickers:

[Tenderer: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Tenderer _____
Name of Organization's Representative _____
Taxpayer Identification/VAT Number _____
Address _____
Telephone _____
E-mail _____
Type of Organization* _____

*Commercial, Non-profit, Educational, Other

Small, medium or micro enterprise (SME)?** ☐ Yes ☐ No

***An SME is defined in accordance with the European Commission as having less than 250 persons employed and an annual turnover of up to EUR 50 million, or a balance sheet total of no more than EUR 43 million.*

As required in the Key Procurement Information, we confirm that our tender, including the commercial proposal will remain valid for [insert number of days] calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the ITT:

[Tenderers: It is incumbent on each Tenderer to clearly review the ITT and its requirements. It is each Tenderer's responsibility to identify all required annexes and include them]

- Copy of registration or incorporation in the public registry, or equivalent document from the government office where the Tenderer is registered.
- Copy of company tax registration, or equivalent document.
- Copy of trade license, or equivalent document.

As part of our offer [Name of Tenderer] provides the following self-declarations:

- [Name of Tenderer] is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments.
- [Name of Tenderer] has adequate financial resources to manage this contract.
- [Name of Tenderer] is up to date with its tax, social and labour obligations.
- [Name of Tenderer] certifies that our organisation currently maintains all insurances required by the governing law applicable to our jurisdiction and appropriate to the services/commodities we will be providing under the prospective contract.
- [Name of Tenderer] certifies that in carrying out the services mentioned below, equipment or services produced by the following companies will not be procured for use by Chemonics: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company.

- [Name of Tenderer] ☐ has ☐ does not have any close, familial, or financial relationships with Chemonics staff. For example, if a Tenderer's cousin is employed by Chemonics, the Tenderer must state this.
- [Name of Tenderer] ☐ has ☐ does not have any family or financial relationship with other Tenderers submitting proposals. For example, if the Tenderer's father owns a company that is submitting another proposal, the Tenderer must state this.
- [Name of Tenderer] ☐ is ☐ is not aware of any conflict of interest due to the participation in the ITT and prospective contract.
- [Name of Tenderer] certifies that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other Tenderer or competitor for the purpose of restricting competition.
- [Name of Tenderer] certifies that all information in the proposal and all supporting documentation are authentic and accurate.
- [Name of Tenderer] certifies understanding and agreement to Chemonics' prohibitions against fraud, bribery and kickbacks contained on page 2 of this ITT.
- [Name of Tenderer] understands the personal data requirements under this contract and can implement the appropriate technical and organisational measures to comply with applicable data protection laws (i.e GDPR, DPA 2018) and to ensure the protection of the rights of data subjects.

Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below:

- | | | |
|---|--|--------------------------|
| • Participate in a criminal organization | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |
| • Corruption | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |
| • Fraud | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |
| • Terrorist offences or offences linked to terrorist activities | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |
| • Money laundering or terrorist financing | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |
| • Child labour and other forms of human trafficking | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, provide details. |

☐ I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

[TENDERERS: *Delete this section prior to signature.* This self-declaration is used by Chemonics to assess that Tenderers meet our expectations of our supply partners. If you seriously misrepresent any factual information in this Annex 1, and so induce Chemonics to enter into a contract, you may be excluded from the procurement procedure and from partnering with Chemonics in the future. If a purchase order has been entered into, the contract may be terminated for default].

By submitting this Tender, we explicitly consent to all requirements and conditions stipulated in ITT and declare that we will continue to comply therewith throughout the entirety of the contract period. Furthermore, we confirm that we offer the rates as provided in the attached Tender.

Sincerely yours,

Signature

[Tenderer: Insert name of your organization's representative]

[Tenderer: Insert name of your organization]

Annex 2 - Chemonics Tendering Conditions:

The following Ethical and Business Conduct requirements, Definitions and Terms form a material part of the ITT.

Section 1. Ethical and Business Conduct Requirements

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <https://www.chemonics.com/our-approach/standards-business-conduct/> and the FCDO Supplier Code of Conduct available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/926545/Supply-Partner-Code-of-Conduct-FCDO-oct20.pdf.

Chemonics does not tolerate fraud, collusion among Tenderers, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to Chemonics' Client.

Tenderers will ensure they comply with all applicable laws and regulations in force of the country in which the Tenderers is registered and the country where the services are to be wholly or partially performed, including, but not limited to tax laws, environmental, legal and social obligations, anti-corruption laws, anti-bribery laws and anti-terrorism laws. The Tenderers also represents that neither it, nor to the best of its knowledge any of its personnel, servants or agents or any person acting on its behalf, have at any time prior to and during the term of this proposal appeared on the Home Office Proscribed Terrorist Organisations List and/or the Consolidated United Nations Security Council Sanctions List.

The Tenderers must certify that the Tenderers, or its principals, is not debarred, suspended, or proposed for debarment or declared ineligible for award by any UK department or agency or by the U.S. OFAC (Office of Foreign Assets Control List) of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

Chemonics takes a zero-tolerance approach towards human trafficking consistent with the United Kingdom Government's anti-trafficking and safeguarding efforts guided by Safeguarding Vulnerable Groups Act 2006. The Tenderers shall therefore comply with, all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

The Tenderers warrants that at the time of submitting this proposal they are not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this proposal and/or the Project. If a real or perceived conflict of interest arise, the Tenderers will notify Chemonics immediately in writing.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to Chemonics' Client. In addition, Chemonics will inform its Client of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Please contact the Point of Contact or Chemonics Office of Business Conduct listed in the Key Procurement Information with any questions or concerns regarding the above information or to report any potential violations.

Section 2. ITT Definitions

The following definitions apply to Chemonics invitations to tender as applicable:

- a. "Agreement" refers to a contract that will be executed as a result of this tendering process between Chemonics (Buyer) and the selected Tenderer (Seller). It can be a Subcontract, or a Vendor Agreement as defined below.
- b. "Anticipated date of award" is the date that Chemonics expects to sign the Agreement with the Vendor/Subcontractor.
- c. "Authority or Chemonics Client" means an entity that has contracted Chemonics to implement the Project referenced on the cover page.
- d. "Chemonics" acting as the "Buyer" means Chemonics International Inc., Chemonics U.K. or a branch or subsidiary implementing the Project.
- e. "Commodities" means the supplies or items set out in Volume 3 and such other items as the parties may agree in writing from time to time to be delivered by the Vendor/Subcontractor.
- f. "Country of Performance" means the country(ies), identified in the Key Procurement Information, where the Services are rendered and/or Commodities will be used.
- g. "Eligible Vendor/Subcontractor" means an entity that complies with the ITT eligibility requirements and that has passed Chemonics due diligence process.
- h. "FCDO" means Foreign Commonwealth & Development Office and includes any successor departments of the U.K. Government.
- i. "Framework agreement or Blanket Purchase Agreement (BPA)" is a draw-down or umbrella type agreement that establishes the pricing, terms, and conditions for the as-needed purchases. This agreement allows the Project to issue specific purchase orders, on an as-needed basis, for the procurement of Commodities/Services over the Period of Performance. Chemonics is only obligated to pay for Commodities/Services ordered through purchase orders issued under this agreement and delivered by the Vendor in accordance with the terms & conditions. All unit prices included in the Tender must remain fixed for the initial Period of Performance of the Framework.
- j. "In-Person Presentations" means an invitation for the best ranked Tenderers to present their proposed technical proposal.
- k. "ITT Clarifications" is the opportunity Tenderers have to ask questions on the ITT. Questions or clarifications shall only be sent to the Point of Contact and no later than the date and time specified in the Key Procurement Information. To ensure equity, responses will be notified to all Tenderers (where deemed appropriate by Chemonics) without disclosure of the initiator. Only written answers from Chemonics will be considered official and carry weight in the tendering process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics or any other party, will not be considered official responses regarding this ITT.
- l. "Maximum Budget" is the maximum amount available or authorised for the total procurement. Tenders are expected to be below this amount unless specified in the ITT.
- m. "Proposal validity" means a period, expressed in calendar days, in which proposed prices must remain valid after the ITT deadline. If an evaluation process is delayed, Chemonics reserves the right to request extension of the offer validity period.
- n. "Project" is the project that Chemonics is engaged to deliver pursuant to the provisions of the Prime Contract.
- o. "Purchase Order or PO" constitutes an agreement issued which includes a description of the Commodities and/or Services and the Schedule of Prices stipulated for the individual order.
- p. "Services" means the services set out in Volume 3 to be delivered by the Vendor/Subcontractor.
- q. "Time and Materials Vendor Services Agreement or VSA" constitutes a contract issued which includes a description of the Services and the Workdays being Ordered. The Schedule of Prices is expressed in Time (Gross daily rates) and Materials (expenses).

- r. "Tenderer" means the entity submitting a tender or bidding under this ITT.
- s. "U.K." means the United Kingdom including its provinces, states and territories.
- t. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- u. "Value for Money or VfM" is defined as the "optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner". The concept of VfM also includes the "4 E".
 - i. Economy: ensuring how teams will gather up-to-date information on cost drivers to deliver the most economical approach.
 - ii. Efficiency: project learning exercises reflect operational lessons to improve efficiency of the delivery strategy.
 - iii. Effectiveness: present Key \Performance Indicators (KPI) and project indicators that show how the project is achieving results.
 - iv. Equity: how the project is addressing gender equality, disability, and leaving no one behind.
- v. "Vendor" means the entity selected by Chemonics to supply the Commodities and/or Services under a vendor agreement resulting from this ITT. Examples of vendor agreements are PO, VSA, TSA, LSA as defined herein.
- w. "Vendor Agreement" means a contractual agreement for ancillary services or commodities which *are not material* for the provision of services under the head contract.

Section 3. *Terms and Conditions of the Tender*

The following terms and Conditions apply to this ITT

- a) This is an invitation to tender (ITT) only. Issuance of this ITT does not in any way obligate Chemonics, the Project, or Chemonics Client to make an award or nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals.
- b) Chemonics may cancel this ITT at any time.
- c) Late tenders may be considered at the discretion of Chemonics.
- d) Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.
- e) If there are significant deficiencies regarding responsiveness to the requirements of this ITT, a tender may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.
- f) Complaints/Appeals: The Tenderer agrees that any complaint or appeal hereunder must be presented—in writing with full explanations—to the Point of Contact in the Key Procurement Information in Volume 1 for consideration. Chemonics, at its sole discretion, will make a final decision on the complaints/appeals for this procurement. By submitting a Tender hereunder, the Tenderer understands that the Authority/Chemonics Client is not a party to this solicitation and will not entertain appeals from Vendors/Subcontractors. *
- g) Tenders must provide their best offer. It is anticipated that award will be made solely based on these original offers. However, Chemonics reserves the right to conduct negotiations with and/or request clarifications from any Tenderer prior to award.
- h) The Agreement issued by Chemonics will contain provisions required by the Authority and will be subject to Chemonics’ standard terms and conditions. A copy of the full terms and conditions is available upon request.
- i) An Agreement resulting from this ITT will only be issued to the entity submitting the tender in response to this ITT; payments for Commodities or Services provided under such will not be issued to a third party.
- j) For Framework agreements only: Any award resulting from this ITT will be in the form of a Framework Agreement (FA). The Project anticipates issuing a FA (or multiple FAs) under which specific purchase orders can be issued—on a demand driven basis—at the pricing levels established in the FA. When the need arises for the commodities/services described in the FA, the Project will issue a purchase order to the FA-holder. If there are multiple FA-holders as a result of this ITT, the purchase order will be issued to the FA-holder that presents value for money for that specific order, based on price and delivery time.
- k) Tenders are encouraged to view [Chemonics Data Privacy Policies](#) to see how we process your personal data.