



Invitation to Tender (ITT)

26 August 2022

Invitation to Tender (ITT) # PFRU-PMU-013
ITT name: Specialised Capacity Building of State Emergency Services of Ukraine
Submission deadline: 8 September 2022, 18:00 BST (GMT +1)

Dear Tenderer,

Chemonics UK (Chemonics) invites you to submit a Tender for Specialised Capacity Building of State Emergency Services of Ukraine.

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 – State Emergency Services of Ukraine: Capacity and Capability Assessment Report
 - Annex 5 – Equipment List

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-013
Programme Name/No.:	Partnership Fund for a Resilient Ukraine (PFRU) referred to as “Programme”
Authority/Chemonics Client:	Foreign, Commonwealth and Development Office (FCDO) and PFRU financing partners
Implemented by:	Chemonics International Inc.
Description of commodities or services:	Specialised capacity development for State Emergency Services of Ukraine, including urban search and rescue, rescue medical skills, damage control and salvage, specialist firefighting including hazardous materials, explosive ordnance disposal, ware rescue, CBRNE response, and safe working at height.
Issue date:	26 August 2022
ITT clarifications deadline:	31 August 2022, 18:00 BST (GMT +1). Email any questions to pfruprocurement@chemonics.com .
Submission deadline:	8 September 2022, BST (GMT +1). Email all documents to pfruprocurement@chemonics.com .
Email for electronic submissions	pfruprocurement@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	1 October 2022 – 1 February 2022
Proposal validity period:	45 days
Country where Commodities /Services will be delivered	Ukraine referred to as “Country of Performance”
Procurement point of contact:	pfruprocurement@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 Programme's implementation as further explained under Volume 3 -Terms of Reference.

The Programme anticipates issuing a milestone-based, fixed price vendor services agreement in response to this procurement.

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. Please include "PFRU-PMU-013" in the subject line. 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 2 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 Her 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, 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 Programme.

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 executing the scope of work, including a detailed discussion of activities and selected international standards that will be used as the basis for capacity development activities. 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>Management Plan</i> Tenderers should include a management plan demonstrating how the staffing approach will enable them to provide the deliverables listed.	5
3. <i>Personnel</i> Tenderers should identify all personnel, including trainers, who will work on this assignment and their relevant qualifications for their proposed roles. Tenderers should include CVs for all proposed trainers.	25
4. <i>Corporate Capabilities 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.	20
5. <i>Proposed workplan</i> The Tenderer should provide a detailed and realistic plan with timelines for accomplishing the deliverables and delivering on time and within budget.	10
6. <i>Gender equality and social inclusion</i> The Tenderer should demonstrate how the capacity building programme's design and delivery will incorporate gender equality and social inclusion. It should enable trainees to equitably provide emergency services to a diverse citizenry, including children, elderly people, persons with disabilities, different genders and ethnic groups etc.	10
7. <i>Monitoring, Evaluation, and Learning Plan</i> The Tenderer should demonstrate how they will collect and analyse data related to skill retention and implementation, and how they will use this to ensure complimentary training following the final assessment.	10
Total Technical score	110
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.	25

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 of the following parts:

Part 1: Technical Approach and Methodology. This section shall not exceed 10 pages. The Tenderer shall describe the company's approach to providing each of the deliverables as described in the Scope of Work in Volume 3 Section 2. This may include but is not limited to:

- a) Tenderer's approach to capacity development in each training topic (including methodology and activities)
- b) Specific international standards selected as the basis for capacity building activities
- c) Methods of evaluating successful achievement of the selected standards

Tenderers should describe how the proposed approach most effectively accomplishes the objectives of the programme.

Part 2: Management Plan

This part shall not exceed 2 pages. Offerors should include a management plan describing how staff will work collaboratively to achieve the proposed technical approach to the scope of work along with details on the roles and responsibilities of the staff. They should also outline how they will deal with security and duty of care considerations for training participants.

Part 3: Personnel

This part shall not exceed 2 pages. Offerors should provide an overview of the team, including trainers, they are proposing to implement the scope of work. This should include a summary of each position, and the specific individual being proposed to fill that position and their relevant experience.

For each training manager, trainer or training material developer, Tenderers should provide a CV of up to 3 pages, which may be included in an annex.

Part 4: Corporate Capabilities and Past Performance. This section must include a description of the company and organisation, 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 detailed in the work plan. This part shall not exceed 5 pages.

Additionally, in an annex, Tenderers must include the reference information for a minimum of four 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. These references should be able to speak to the Tenderer's experience across all technical areas. 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.

Part 5: Proposed workplan. Tenderers must submit a detailed workplan that aligns with their budget and proposed methodology. Chemonics reserves the right to eliminate tenders which they deem to have proposed an unrealistic delivery schedule. Work plans should not be more than 4 pages in Microsoft Word, Excel or PDF format.

Part 6: Gender Equality and Social Inclusion. This section may not exceed 2 pages in length. Tenderers should explain how they will integrate best practices in gender equality and social inclusion into their capacity building. They should demonstrate their capability to work with a diverse group of participants, and to ensure that participants will be able to provide services in a GESI-sensitive way upon conclusion of the capacity building programme.

Part 7: Monitoring, Evaluation and Learning Plan. This section shall not exceed 2 pages in length. The Tenderer should detail their proposed plan for assessing participants' skill retention and implementation following each capacity development module, and how they will use this assessment to provide additional needed trainings within the timeframe of this award.

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. Expenses may include travel costs, monitoring and evaluation, 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. Please use the August 2022 HMRC exchange rates when calculating currency conversions for the commercial proposal.

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. At the sole discretion of Chemonics, Tenderers may be requested to conduct oral presentations. 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-donor funded programme managed by the UK's Foreign, Commonwealth and Development Office (FCDO) and governed in collaboration with the Government of Ukraine. PFRU's aim is to enable the Ukrainian state, in partnership with civil society and the private sector, to facilitate a more resilient, socially cohesive, inclusive, independent, democratic, sovereign and prosperous Ukraine.

The State Emergency Services of Ukraine (SES) is the governing body overseeing civil defence, firefighting, search and rescue, radioactive incidents and hazardous materials, and civilian protection throughout Ukraine. SES is a ministry-level organisation structured at the regional (oblast) level with implementation sites at the city/local (Hromada) level. SES operates 61 state fire and rescue stations (SFRS) throughout the country, 10 elite explosive ordnance disposal (EOD) teams (currently being expanded to 80) and two elite special purpose units including a mobile urban search and rescue team. In the wake of recent Russian aggression, both the demands on SES's services and the desire to support and volunteer for SES has increased significantly.

PFRU commissioned an institutional assessment of SES's capacity, capability, and equipment/training needs nationally in May 2022 (see Annex 4), and has identified capacity deficits, training needs and a list of equipment to be provided to the SES at fire and rescue stations and other SES units in four oblasts in recently liberated areas of northern and central Ukraine: Kyiv, Kharkiv, Sumy and Chernihiv. PFRU's Early Recovery project is working to harmonise these needs with other funding partners and procure equipment for SES. PFRU now seeks a technical assistance provider to design and run a complementary capacity development programme to enable firefighters, rescue and EOD teams to develop improved capabilities, properly use new equipment being provided by PFRU and others and better respond to complex war-related emergencies. The list of equipment to be provided by PFRU and intended end-user recipients (SFRS or elite units) is described in Annex 5.

2. SCOPE OF WORK

The provider shall develop and create a capacity development program targeting the staff of five SES SFRS' comprising professional and volunteer firefighters, two safe rubble clearance teams, and other specialised civil defense teams. Specific topics and intended beneficiaries are outlined in the Deliverables section below. The desired end result of each capacity development exercise is that all trainees in an elite or specialised focus team are capable of delivering a service to international standards in the relevant specialisation (EOD, USAR, Water Rescue, CBRNE, Working-at-Height, or Safe Rubble Clearance and Demolition); and, for SFRS all beneficiaries should be capable of operating in the selected specialisations (basic USAR, specialized firefighting, damage control and salvage and volunteer firefighting) against an international standard.

Training and other capacity development activities should commence no later than early October 2022, and should last no more than four months. Courses must be delivered in Ukraine at a site chosen by SES and located ideally near the trainees' home base and harmonised with the delivery of equipment to the trainees/end-users. Any additional requirement for training equipment or materials beyond that listed in Annex 5 should be included from the provider. PFRU will work with SES to supply two passenger vehicles for use by the provider's capacity development team. Any other capacity building or training resources required including transportation, housing, and subsistence for trainees should be supplied by the provider.

After a capacity development module is completed, the offeror should conduct an assessment of skill retention and implementation. This may include additional “refresher” training sessions and/or ad hoc support as required. This assessment and support should occur no more than two months after the conclusion of the final capacity building sessions.

Gender equity and social inclusion (GESI) considerations must be taken into account when designing capacity building modules and delivering the modules. The provider should indicate in what ways GESI will be considered and factored into capacity development design and delivery.

Based on best practices and lessons learned during capacity development sessions, the provider shall create a plan for a future Training of Trainers (TOT), focusing on the same topics covered by the provider during this engagement. This engagement does not include the delivery of the TOT, but should provide a baseline document against which a possible future engagement could be designed.

3. DELIVERABLES

All capacity development modules must include training in the proper use of the equipment being provided by the PFRU or other donors as indicated on the equipment list in Annex 5.

The offeror should indicate what international standard(s) against which they propose to train for each deliverable.

A capacity development module may consist of multiple on and off-site training sessions, on-the-job training, exercises and other capacity building activities as defined by the offeror. Trainings will need to be delivered in Ukrainian.

For all capacity development deliverables (numbers 1 – 7), a written report shall be provided outlining: the number of operators who completed the module; the number who successfully attained the relevant international standard at the end of the module; an assessment of why any candidates failed the original module or were unable to retain skills at the post-module assessment stage; and the assessment of skill retention and implementation including lessons-learned that can be used to improve capacity development and/or address additional future capacity development needs.

Deliverable No. 1: SFRS Capacity Development Modules

Design and provide capacity development for the professional staff and volunteers at 5 SFRS' on a variety of topics to international standards, as outlined below. The SFRS' will be located in Kyiv (1), Kharkiv (2), Sumy (1), and Chernihiv (1). There are approximately 40 full-time firefighters and 10-15 volunteer firefighters per SFRS in the targeted oblasts.

- Basic USAR: assessment, hazard identification, surface search and identification of specific and viable live rescue sites of a collapsed structure
- Rescue medical: emergency response trauma care to those at the scene of an incident, including other responders
- Damage control and salvage: acts that minimize the impacts of hazards on people such as minimising use of water for firefighting, immediate ventilation to minimize smoke damage, early vehicle deployment for debris clearing and immediate utility assessment
- Specialist firefighting, including hazardous materials
- Community engagement, to better understand and respond to community needs

Deliverable No. 2: Water Rescue Team Training

Design and provide capacity development for one water rescue team in Chernihiv, covering standard operations for search, rescue, and emergency response to casualties in rivers and/or standing bodies

of water such as reservoirs, lakes and ponds. It should also include ice and mud rescue, responding to and entering still water, flowing water and high hazard environments. The water rescue team is an existing team of civil defenders with basic water rescue skills.

Deliverable No. 3: Elite Urban Search and Rescue (USAR) Team Training

Design and provide capacity development for an elite USAR team in Kharkiv oblast. This will result in the creation of a second elite USAR team as one already exists in Kyiv (the Mobile Rescue Center). Training should cover the full range of USAR disciplines: assessment, search, shoring, lifting & moving and breaching & breaking.

Deliverable No. 4: Elite Explosive Ordnance Disposal (EOD) Teams

Collaborate with SES to identify 10 individuals to serve on two new 5-person elite EOD teams, one of which will be based in Chernihiv and one in Kharkiv. Design and provide capacity development for the two teams, bringing them to international EOD technical standards, and higher than that of the majority of existing EOD teams in Ukraine.

Deliverable No. 5: Safe Rubble Clearance and Demolition Teams

Design and provide capacity development for two teams to provide safe rubble clearance and demolition using heavy plant and manual operations in coordination with the two elite EOD teams. Rubble clearance should occur in coordination with the work of EOD teams in Kharkiv and Chernihiv.

Deliverable No. 6: Chemical, Biological, Radiological, Nuclear, and high yield Explosives (CBRNE)

Develop and provide capacity development for the SFRS in Chernobyl Hromada (Kyiv oblast) in modern techniques and equipment for responding to CBRNE incidents.

Deliverable No. 7: Safe Working at Height (SWAH) and Rope Rescue

Design and provide capacity development for SWAH and rope rescue for professional firefighters in one SFRS in either Kyiv or Kharkiv Oblasts to create a safe system of work that ensures work is risk-assessed, properly planned, appropriately supervised, and carried out in a manner that is as safe as reasonably and practically possible.

Deliverable No. 8: Plan for Future TOT

Create a plan for a future training-of-trainers for each SFRS and elite team for which capacity is developed, focusing on the same topics covered by the provider during this engagement. The plan should indicate who if any trainees or SES staff could be recommended as TOT participants. The plan should outline duration, recommended capacity development modules, and propose a mechanism by which the national SES could support a capacity development cadre.

4. PRICING AND DELIVERABLE SCHEDULE

Chemonics will pay invoices within thirty (30) calendar days after both a) Chemonics' approval of the Commodities or acceptance of Services, and b) Chemonics' receipt of a valid invoice. Payments are subject to the approval of an invoice and timesheets that correspond with activities conducted during the invoice period.

5. DUTY OF CARE

The Vendor/Subcontractor will be responsible for their own safety and well-being, including appropriate security arrangements. The Vendor/Subcontractor will also be responsible for providing suitable security arrangements for their domestic and business property.

Annex 1 Cover Letter

[Tenderer: Insert date]

[Insert name and contact information of point of contact for ITT]
Reference: Invitation to Tender [Insert ITT name and number]
Subject: Declarations

Dear [Insert name of point of contact for ITT]:

[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/1043334/Supply-Partner-Code-of-Conduct1.docx.odt.

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 Programme. 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. "Anticipated date of mobilisation" is the date Chemonics expects the Vendor/Subcontractor to commence work.
- d. "Authority or Chemonics Client" means an entity that has contracted Chemonics to implement the Programme referenced on the cover page.
- e. "Chemonics" acting as the "Buyer" means Chemonics International Inc., Chemonics U.K. or a branch or subsidiary implementing the Programme.
- f. "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.
- g. "Country of Performance" means the country(ies), identified in the Key Procurement Information, where the Services are rendered and/or Commodities will be used.
- h. "Eligible Vendor/Subcontractor" means an entity that complies with the ITT eligibility requirements and that has passed Chemonics due diligence process.
- i. "FCDO" means Foreign Commonwealth & Development Office and includes any successor departments of the U.K. Government.
- j. "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 Programme 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.
- k. "In-Person Presentations" means an invitation for the best ranked Tenderers to present their proposed technical proposal.
- l. "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.
- m. "ITT Conference day" means a conference set prior to the Submission deadline where Tenderers are invited to discuss the conditions of the ITT and the Terms of Reference.
- n. "Legal Services Agreement or LSA" constitutes a contract issued to provide legal advice for Programme implementation on an as-needed basis.
- o. "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.

- p. "Plug Figure" is an amount of money that the Programme expects to be budgeted or reflected in the proposed budget. i.e., travel costs for £25,000 or a programmatic audit for £5,000.
- q. "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.
- r. "Programme" is the programme that Chemonics is engaged to deliver pursuant to the provisions of the Prime Contract.
- s. "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.
- t. "Services" means the services set out in Volume 3 to be delivered by the Vendor/ Subcontractor.
- u. "Subcontract" means a contractual agreement for services or facilities which *are material* for the provision of services under the head contract with the Authority.
- v. "Subcontractor" means the entity selected by Chemonics to supply the Commodities and/or Services under a Subcontract resulting from this ITT.
- w. "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).
- x. "Transportation Services Agreement or TSA" constitutes a contract issued to provide transportation (car plus driver) for Programme implementation.
- y. "Tenderer" means the entity submitting a tender or bidding under this ITT.
- z. "U.K." means the United Kingdom including its provinces, states and territories.
- aa. "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.
- bb. "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: programme learning exercises reflect operational lessons to improve efficiency of the delivery strategy.
 - iii. Effectiveness: present Key Performance Indicators (KPI) and programme indicators that show how the programme is achieving results.
 - iv. Equity: how the programme is addressing gender equality, disability, and leaving no one behind.
- cc. "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.
- dd. "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 Programme, 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) Tenderers 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 Programme 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 Programme 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) Tenderers are encouraged to view [Chemonics Data Privacy Policies](#) to see how we process your personal data.