



## Invitation to Tender (ITT)

August 08<sup>th</sup>, 2022

Invitation to Tender (ITT) # PFRU-PROJ-028

ITT name: Supply of Specialised Personal Protective Equipment (PPE) for the State Emergency Services Ukraine

Submission deadline: August 22<sup>nd</sup>, 2022, by 5:00 pm (UTC+1)

Dear Tenderer,

Chemonics UK (Chemonics) invites you to submit a Tender for the Supply of Specialised Personal Protective Equipment (PPE) for the Partnership Fund for a Resilient Ukraine (PFRU).

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 - Products technical specifications

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,

Kathryn Capp  
PFRU Deputy Team Leader, Finance and Operations

## Volume 1. Key Procurement Information

<b>ITT number:</b>	<b>PFRU-PROJ-028</b>
<b>Programme Name/No.:</b>	Partnership Fund for a Resilient Ukraine (PFRU) referred to as “Programme”
<b>Authority/Chemonics Client:</b>	Foreign, Commonwealth and Development Office (FCDO)
<b>Implemented by:</b>	Chemonics UK
<b>Description of commodities or services:</b>	Specialised Personal Protective Equipment (PPE) for State Emergency Services Ukraine
<b>Issue date:</b>	August 08 <sup>th</sup> , 2022
<b>ITT clarifications deadline:</b>	August 15 <sup>th</sup> , 2022, by 5:00 pm (UTC+1)
<b>Submission deadline:</b>	August 22 <sup>nd</sup> , 2022, by 5:00 pm (UTC+1)
<b>Email for electronic submissions</b>	<a href="mailto:pfruprocurement@chemonics.com">pfruprocurement@chemonics.com</a>
<b>Contract type/Pricing methodology:</b>	Fixed Price
<b>Currency of offer</b>	Offers are expected to be expressed in British Pounds
<b>Estimated period of Performance</b>	6 months
<b>Proposal validity period:</b>	30 days
<b>Anticipated date of award:</b>	1 month after submission deadline
<b>Country where Commodities /Services will be delivered</b>	Ukraine referred to as “Country of Performance”
<b>Procurement point of contact:</b>	<a href="mailto:pfruprocurement@chemonics.com">pfruprocurement@chemonics.com</a>
<b>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</b>	Chemonics Office of Business Conduct Email: <a href="mailto:businessconduct@chemonics.com">businessconduct@chemonics.com</a> Online: <a href="http://www.chemonics.com/reporting">www.chemonics.com/reporting</a> 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 goal of this procurement is to support the State Emergency Services Ukraine by providing Specialised Personal Protective Equipment (PPE). 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 Purchase Order (PO) for commodities in response to this procurement.

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

### **2. Submission Procedure for Tenders:**

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 United Kingdom, the United States 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.

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
1. Compliance with Specifications: tenders will be evaluated based on meeting or exceeding the minimum required technical specifications in Volume 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Price: Chemonics will perform an analysis of the proposed unit prices for each commodity listed in Volume 3	N/A

#### 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/Subcontractor's declaration and must include all documentation necessary for Chemonics to do its due diligence process. The declaration must be signed by an authorized representative of the company. Chemonics reserves the right to request additional documentation as part of its due diligence.

5.2. Technical Proposal:

5.2.1 Specifications: Volume 3 contains the main technical specifications for this ITT. Annex 3. Contains the technical products specifications for this ITT. Tenderers are requested to provide per-unit quotations containing the information in Volume 3 on official company letterhead or official quotation format. Tenderers must provide for each product offered, the technical specifications and documentation to demonstrate that the tenderer meets all requirements

5.2.2. Delivery Schedule: Offeror must propose their delivery timeframe expressed in calendar days, for each commodity listed in Volume 3, after receipt of order. The delivery estimate presented in an offer in response to this ITT must be upheld in the performance of any resulting agreement.

5.3. Price: The tender must include the per-unit pricing on a fixed-price, all-inclusive basis, including delivery and all other costs as per delivery requirement (Incoterms FCA / EXW) listed in Volume 3. Pricing must be presented in the currency in the Key Procurement Information in Volume 1. Tenderers are requested to provide quotations on official letterhead or quotation format; in the event this is not possible, Tenderers may complete the table in Section 3. All prices quoted must include all applicable local taxes, VAT and duties.

Tenderers are encouraged to offer as many of the requested products as possible but are not required to offer all products.

5.4. Vendor Questionnaire: All tenders without exception must complete a Vendor Questionnaire using Annex 4 summarizing technical and financial aspects of the proposal.

### **Volume 3. Specifications and Technical Requirements**

The table below contains the list of Commodities subject to this procurement.

- All Commodities offered in response to this ITT must be new and unused.
- Unit prices must include applicable transportation/delivery/installation costs and local taxes, VAT as per the Incoterms listed in the Delivery section.
- Unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.
- Detailed products technical specifications are described in Annex 3. Products technical specifications

**Delivery:** All prices must be quoted [Incoterm (FCA, EXW)]. As part of its response to this ITT, Offerors are expected to provide an estimated lead time of specified quantity (in calendar weeks). Lead time means the period between the receipt of a firm order and the time when the goods are ready for pick-up. The lead time estimate presented in an offer in response to this ITT must be upheld in the performance of any resulting contract.

**Shelf life:** Any commodities that will be supplied in accordance with any resulting contract from this ITT must be freshly manufactured to have the maximum possible shelf life unless otherwise indicated on the firm order issued by Chemonics.

	Description and Specifications of Item (See Annex 3. Products technical specifications)	Unit of Measure	Quantity	Items and Specifications Offered	Unit Price In GBP	Total Price in GBP
1	Rescue boots	Pair	100			
2	Rescue gloves	Pair	100			
3	Body armour, Level 3 or 4	Unit	10			
4	Helmet, ballistic, protective	Unit	10			
5	Safety glasses, clear, anti-fog, EN166	Unit	50			
6	Ear plugs, EN352, with neck cord, box 200	Unit	3			
7	Dog boots for working on collapsed structure, large breed 8.3cm	Pair	6			
8	Dog boots for working on collapsed structure, medium breed 7cm	Pair	5			
9	Dog boots for working on collapsed structure, medium breed 7.6cm	Pair	5			
10	Dog boots for working on collapsed structure, small breed 5.7cm	Pair	5			
11	Dog Harness for suspension, large breed	Unit	6			
12	Dog Harness for suspension, medium breed	Unit	5			
13	Dog Harness for suspension, small breed	Unit	5			
14	Dog Vest for working on collapsed structure, large breed	Unit	6			
15	Dog Vest for working on collapsed structure, medium breed	Unit	5			
16	Dog Vest for working on collapsed structure, small breed	Unit	5			
17	Debris gloves, EN 388 small	Pair	5			
18	Debris gloves, EN 388, extra large	Pair	5			
19	Debris gloves, EN 388, large	Pair	5			
20	Debris gloves, EN 388, medium	Pair	5			
21	Knee pads	Pair	10			
22	Long leash for main railing	Unit	10			
23	Body Armour	Unit	20			
24	Ballistic Helmet with detachable visor	Unit	20			
25	Ballistic eye protection	Unit	20			
26	Gloves	Pair	20			
27	Ear protection	Unit	20			

Delivery time (after receipt of order): indicate delivery schedule in calendar days:

Length of warranty on offered equipment, if applicable: N/A

Location of service center(s), if applicable for after-sales service, including warranty repair: N/A

The prices quoted above remain fixed for the next 30 calendar days:  Yes  No

**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](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 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. "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 Project.
- 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 Project 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 Project 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: 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.
- 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 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) Tenders are encouraged to view [Chemonics Data Privacy Policies](#) to see how we process your personal data.