



Invitation to Tender (ITT)

5 January 2023

Invitation to Tender (ITT) # PO 10058/12/2022/001

ITT name: POTENCIAR External Evaluation

Submission deadline: 20 January 2023

Dear Tenderer,

Chemonics Group UK Ltd (Chemonics) invites you to submit a Tender for POTENCIAR - External Evaluation.

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

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,

Rowshan Hannan

Volume 1. Key Procurement Information

ITT number:	PO 10058/12/2022/001
Project Name/No.:	POTENCIAR referred to as “Project”
Authority/Chemonics Client:	Foreign, Commonwealth and Development Office (FCDO)
Implemented by:	Chemonics Group UK Ltd
Description of services:	External evaluation of the programme to assess the effectiveness of the POTENCIAR model in contributing to expected outcomes and impacts.
Issue date:	5 January 2023
Submission deadline:	20 January 2023
Email for electronic submissions	moz-psu-potenciar@chemonics.com
Contract type/Pricing methodology:	Vendor Agreement
Maximum budget for this procurement:	£100,000
Currency of offer	Offers are expected to be expressed in British Pounds
Estimated period of Performance	February 2023 – August 2023
Proposal validity period:	20 days
Anticipated date of award:	February 2023
Anticipated date of mobilisation:	March 2023
Country where Commodities /Services will be delivered	Mozambique referred to as “Country of Performance”
Procurement point of contact:	Lucy Kozmova 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 goal of the POTENCIAR programme is to increase government transparency, accountability and responsiveness to civic demands around improving the delivery of services in Mozambique.. 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 Vendor Agreement.

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 or the United States Government.
- 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 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> a. Technical know-how – Does the proposal clearly explain and responds to the objectives and considerations for this evaluation? b. Approach and Methodology – Does the proposed approach and detailed activities and timeline fulfil the requirements of executing the Scope of Work effectively and efficiently?	30
2. <i>Delivery schedule:</i> tenders will be evaluated based on the proposed delivery times (in calendar days). As time is of the essence, maximum score will be given to the tender that proposes the shortest delivery time. Chemonics reserves the right to eliminate tenders which deem to have proposed an unrealistic delivery schedule.	10
3.. <i>Past Performance:</i> Does the Tenderer have previous experience providing services in similar size and scope?	30
4. <i>Key Personnel</i> – Does the proposed approach clearly lay out the qualification and experience required of key personnel?	30
Total Technical score	100
Commercial Criteria	
The proposed budget (Price) will not be scored. Cost/Price will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, the commercial proposal will become the determining selection factor. Chemonics will award a contract to the Tenderer whose proposal represents value for money to Chemonics. Chemonics reserves the right to award to a higher priced Tenderer if a determination is made that the higher technical evaluation of that Tenderer merits the additional cost/price.	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 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 Structure of Proposal

The proposal shall comprise the following parts:

Part 1: Qualification of Key Personnel. This part should be the CVs of key team members (3-page maximum per CV)

Part 2: Technical Approach and Methodology. This part shall be a concept note of up to 3 pages maximum including:

- Brief (3-page maximum) concept note including:
 - o Relevant prior experiences
 - o Approach to the proposed evaluation
 - o Relevant methodological questions or considerations for this evaluation
 - o Delivery schedule
 - o One example of relevant previous work

Part 3: Proposed budget

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

All items, services, etc. must be clearly labelled and included in the total offered price. All cost information must be expressed in the currency in the Key Procurement Information in Volume 1.

The proposed budget should include details of team members' daily rates and number of proposed days.

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.

Volume 3. Terms of Reference

Introduction

These terms of reference provide background information, proposed objectives, questions and a suggested approach for External Evaluation of POTENCIAR, an FCDO-funded, adaptive governance programme in Mozambique. Required qualifications, an indicative budget, deliverables and the review timeline are also explained.

Background

POTENCIAR is Pillar 1 of TAcID, an FCDO-funded programme that aims to increase government transparency, accountability and responsiveness to civic demands around improving the delivery of services in Mozambique. According to the original business case published in 2018, TAcID would ensure that the building blocks of virtuous accountability loops and a responsive, inclusive governance system are put in place in Mozambique through two specific pillars:

- firstly, by strengthening the engagement between citizens, especially women, people with disabilities and young people, and state authorities to bring about better delivery of basic services; and
- secondly, by working with civil society to address transparency and corruption issues across the government approaches were to include better allocation of resources and more participatory and inclusive planning and decision-making processes.

The preferred option in the TAcID business case went beyond a sectoral focus on accountability, also supporting civic engagement in cross-government issues, namely transparency and anti-corruption. The value proposition identified in the economic appraisal was that a systemic approach would result in various economic benefits: increased expenditures in poverty reducing sectors; improved efficiency and effectiveness of current expenditures; and reduced wastage of public resources including in other DFID funded sectoral programmes. This TOR relates to a External Evaluation of Pillar 1 only, POTENCIAR.

POTENCIAR Model

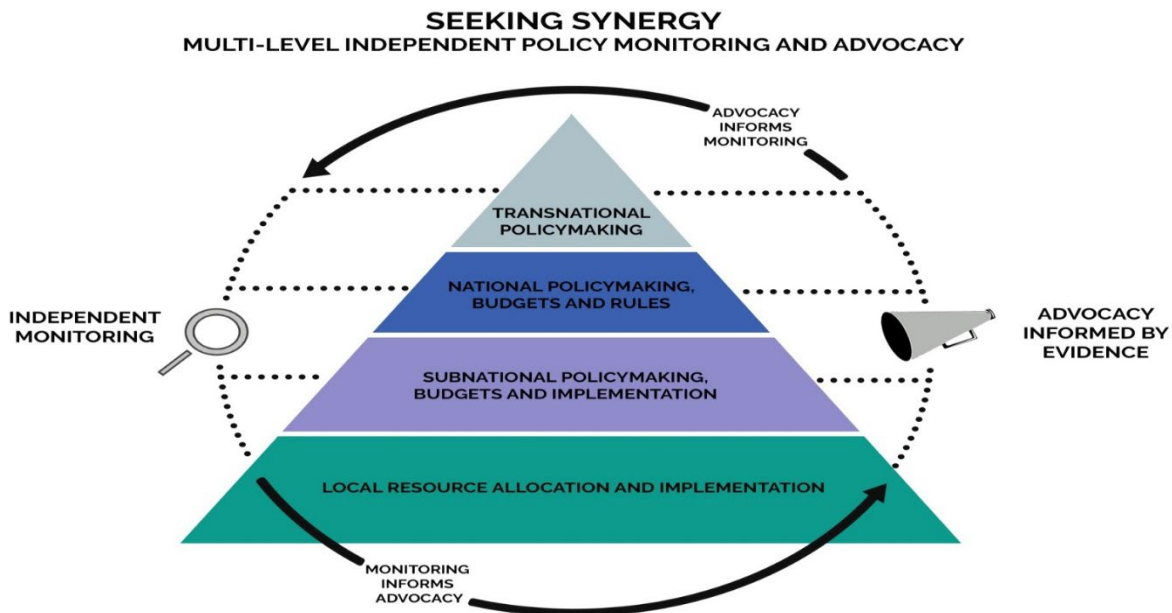
The POTENCIAR model is informed by features defined in the business case. Both pillars were expected to use **politically-informed, lean and agile methods to select issues** to work on, based on **in-depth assessments**. The business case also encouraged **adaptive approaches to developing and testing innovative ways of working** with state and non-

state actors with new technologies and digital tools. **Working with vulnerable and under-represented groups in society**, including women and people with disabilities, and young people, was another key aspect. The importance of establishing **robust MEL systems to collect data on results and enable learning and adaptation** was also emphasized.

In terms of **impact**, Pillar 1 was to contribute to: *Improved human development outcomes*. **Outcome** level change was specified as *Increased government transparency, accountability and responsiveness to citizen demands, including through better allocation of resources and more inclusive planning and decision-making processes*.

Assumptions in the theory of change and option appraisal that have since been integrated in the POTENCIAR model were based on (then) DFID’s learning from experience as well as wider evidence in the field. Specifically, the business case acknowledged the benefits of citizen engagement and monitoring¹, but also, the need for a more strategic and systemic approach to policy and institutional reform processes². This would mean deploying multiple tactics, encouraging enabling environments for collective action and coordinating citizen voice initiatives with governmental reforms – as opposed to approaches that rely solely on providing information and facilitating citizen participation in public discussions. Regarding this, there was a growing body of evidence on ‘the importance of ‘vertical integration’ of civil society monitoring and advocacy, namely a more systemic approach to linking local citizen efforts with reformers in government and elsewhere (see figure 1 below).³

Figure 1 – Strategic approaches to social accountability



¹ CEP Evaluation

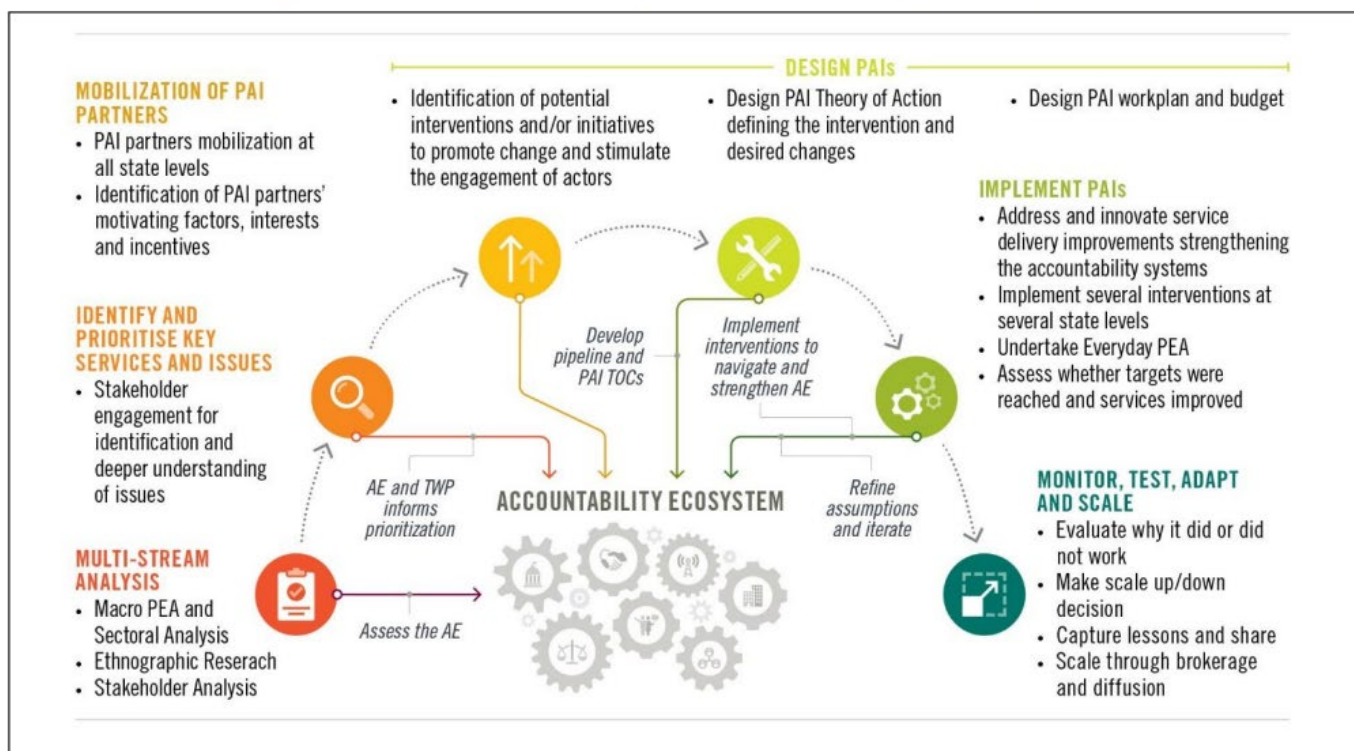
² Fox and Aceron (2016), *Doing accountability differently: a proposal for the vertical integration of civil society, monitoring and advocacy*, available at: <http://www.u4.no/publications/doing-accountability-differently-a-proposal-for-the-vertical-integration-of-civil-society-monitoring-and-advocacy/>

³ Ibid

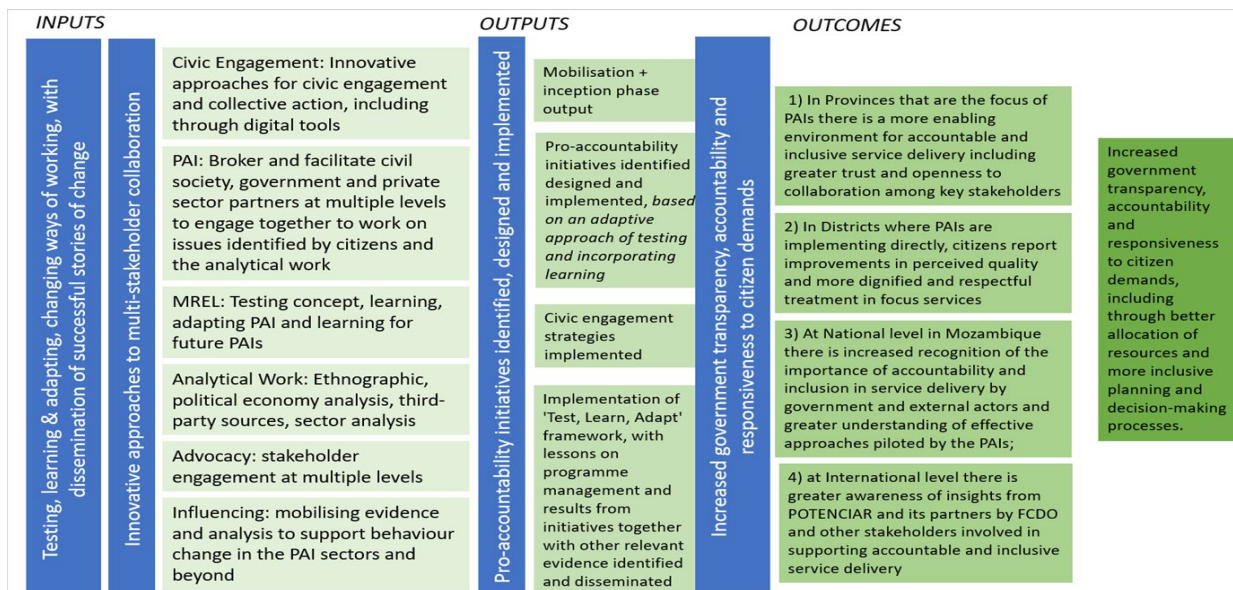
From: Fox, J. and Brendan Halloran (eds.) (2015) *Connecting the Dots for Accountability - Civil society policy monitoring and advocacy strategies.*

The POTENCIAR model integrates action learning and “pro-accountability initiatives” in a strategic ecosystems approach to enhancing accountability. It began in November 2020 and is implemented by a consortium comprising Chemonics (lead management agency), the Institute of Development Studies (leading on research, monitoring, evaluation and learning), Centre de Aprendizagem e Capacitação da Sociedade Civil (Mozambican NGO focused on engaging citizens in governance matters) COWI (a multidisciplinary consultancy with expertise in social accountability among other areas, which brings vital sector and service delivery expertise and FHI360 (formerly Konung International, experts in political economy analysis).

Figure 1. Pro-accountability initiative development cycle



During a six-month inception phase POTENCIAR developed PAI, citizen engagement, Gender and Social Inclusion (GESI), Monitoring, Research, Evidence, Analysis and Learning (MREAL) and Value for Money (VFM) strategies that included a revised theory of change with key elements outlined below.



Details of intermediate behaviour changes, causal and contextual assumptions underpinning the POTENCIAR model and its theory of change are unpacked in full in an MREAL strategy document that will be made available to the evaluators at the start of the External Evaluation.

Implementation

Since inception, POTENCIAR has undergone considerable disruption due to Covid 19, the subsequent UK aid budget cuts, the FCO/DFID merger, as well as staff turnover. These changes have driven adaptations that have been reflected in revisions to POTENCIAR's MREAL strategy, updated log frame targets as well as annual work plans. Examples include the cancellation of the Innovation and Civic Engagement grant-making (Output 3.2) component and limitation of only one PAI in Year 1.

Despite these challenges POTENCIAR is expected to be implementing 4 or even 5 PAIs by the time of the External Evaluation

- PAI 1: Improvement of grievance mechanisms (GRMs) related to maternal services in health units.
- PAI 2: Joint working between health authorities, NGOs, CBOs, and community radios involved in the provision of maternal health services.
- PAI 3: Improvement in the quality of education of health professionals and supervision provided to health training institutes.
- PAI 4: Cross sector health/social protection pro-accountability initiative
- Potential PAI 5: Cross-sectoral work on GRMs.

POTENCIAR External Evaluation Purpose and Objectives

The main purpose of the External Evaluation is:

- to assess the effectiveness of the POTENCIAR model in contributing to expected outcomes and impacts outlined in the business case. This, in turn, is expected to inform BHC's decisions on future funding and strategy adaptation decisions.

Its objective is:

- to inform/validate learning by BHC and members of the consortium on whether, how and why the programme is expected to deliver the kinds of outcomes, impacts and value for money anticipated in the FCDO business case.

The External Evaluation will complement or validate internal assessments on performance against logframe indicator targets undertaken for the Annual Review. It is unlikely that POTENCIAR will have made direct contributions to impact level change at the time of the evaluation. However, it is important that the External Evaluation draws on evidence to date in order to assess the potential for the kinds of impacts anticipated. In other words, it should interrogate whether evidence collated during the evaluation process suggests that TOC assumptions on how outcomes are likely to lead to impacts, actually hold.

The evaluation questions and preferred approach intended to enable the above assessment are as follows:

External Evaluation questions

- 1) To what extent and why has POTENCIAR been able (or not) to implement activities and achieve related outputs necessary to test key assumptions in the business case and original TOC design for TACID? *This will involve describing what the programme has done and supported in the following areas:*
 - a. Politically informed diverse, inclusive and adaptive PAIs engage strategic actors based on deep assessment of context (Output2)
 - b. Innovative civic and stakeholder engagement that has resulted in improved relationships and greater collaboration among actors (Output 3)
 - c. Setting up a robust MREAL approach to capture results and support learning and adaptation (Output 4)
 - d. Defining, working or supporting vulnerable groups in meaningful ways that contribute to overall equity aims of the programme (cross cutting)
- 2) How and why did it succeed (or not) in achieving the different outputs?
- 3) What contributions has/might POTENCIAR made/make to relationships or government behaviour and systems change in relation to transparency, accountability and responsiveness to citizen demands at different levels (outcomes

1.2a-1.2d), including through better allocation of resources and more inclusive planning and decision-making processes?

- 4) Who are expected beneficiaries of any of the above changes?
- 5) Has POTENCIAR contributed to any unexpected outcomes?
- 6) To what extent has/might POTENCIAR support(ed) successful vertical integration – strategic ecosystems approach that links actors at different levels (links to outcome 1.3)?
- 7) What are the most important causal mechanisms/pathways to change at outcome level?
- 8) What is the added value of POTENCIAR’s brokering and accompaniment role?
- 9) How has the Consortium management approach ‘added value’ and helped or hindered the implementation of appropriate activities and the realization of outcomes?
- 10) What other contextual factors have or are likely to influence contributions to outcomes and impacts?

Value for Money

- 11) What is the likely cost-effectiveness of such approaches to achieving outcomes as per definitions of cost-effectiveness in the business case and POTENCIAR’s VFM framework (see annex for more information)?
- 12) Do any of POTENCIAR’s approaches offer lessons on cost effective means to make government systems more responsive and accountable to marginalized groups, particularly women and girls?
- 13) What operational and strategic adaptations have been made as a result of budget cuts or other causes? Do they appear to have been appropriate, proportionate and likely to enhance overall value for money according to POTENCIAR’s VFM framework (compared with other possible actions)?

Conclusions:

The evaluation conclusions should answer the ‘so what’ questions on implications for POTENCIAR and BHC:

- 14) How could or should the POTENCIAR model be adapted within the context of Mozambique and various budget envelopes to increase outcomes and value for money?

Suggested Approach

The overall evaluation design should be consistent with the MREAL strategy and be theory-based, while aiming to cover depth and breadth.

During inception, the successful candidates will be expected to conduct a light touch evaluability assessment and review the availability and quality of all POTENCIAR's secondary data to answer the evaluation questions (see Annex for details). The results of this assessment should enable the evaluation team to come up with a feasible proposal for additional secondary or primary data collection to:

- A) answer broad questions on overall results and achievements
- B) generate more nuanced insights through in-depth case studies that explore evaluation questions on select causal pathways etc. in more depth. Pro-accountability initiatives (PAIs) are likely to be the most appropriate case units of analysis, but alternative ideas, for example on key outcomes will be welcomed following the evaluability assessment.

Experience and Qualifications

We are seeking a company or evaluation team who together have the following qualifications:

Essential requirements:

- Experience of working in and on Mozambique
- Fluency in Portuguese, written, listening and spoken
- Experience evaluating adaptive governance programmes with strong learning components aiming for systems change
- Knowledge of local governance arrangements in Mozambique (decentralization process is rather complex)
- Demonstrated competence in mixed method theory-based approaches to evaluation
- Experience in outcome harvesting and contribution analysis

Desirable:

- Interest in realist thinking and evaluation
- Familiarity with behaviour change models and use in governance programming
- Health sector expertise
- Demonstrated skills in being able to apply a nuanced GESI lens in the context of complex adaptive programmes seeking systems change
- Good grasp of holistic, question-driven (rather than indicator-driven) approaches to VFM assessment in adaptive programmes

Quality of Evidence

The approach and final product must comply with 'quality of evidence' standards used for other POTENCIAR research products:

- *Transparency* on methods
- *Inclusion* of voices or interests of marginalised groups (whether through primary or secondary data)
- Appropriate levels of *triangulation* on important findings
- *Appropriate/useful* as per TOR specifications
- *Contribution analysis* – consideration of whether and how POTENCIAR consortium members and partners contributed to changes versus other actors and factors

Budget Available

The indicative budget for the evaluation is £100,000 in total inclusive of all costs (fees, all expenses including travel expenses and taxes).

Timeline for External Evaluation

The evaluators are expected to be selected in January 2023, contracted in February 2023 and to start work reviewing monitoring data and undertaking a light touch evaluability assessment around March 2023.

There may be opportunities for the team to attend some activities around the annual TOC workshop in April.

The inception report should be submitted by mid-April 2023 with primary data collection taking place between the end-April and mid-June 2023.

The final report must be finalised by 31st August 2023.

Timeline with key deliverables

- Inception report by mid-April 2023
- Input into the annual review in May 2023 (format TBC)
- Drafts of cases by end-June 2023
- Draft of synthesis by mid-July 2023
- Final report by end-August 2023

Task	Deliverable	Deadline
Review monitoring of data; undertake light touch evaluability assessment	Inception report	28 April 2023
Primary data collection	Draft of cases	30 June 2023
Report writing	Draft of synthesis	14 July 2023
Report revisions	Final synthesis report	31 August 2023

Duty of Care

The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Evaluator Personnel carry out the Services.

Conflict of Interest

Neither the Supplier nor any of the Supplier Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

The Supplier and the Supplier Personnel shall notify Chemonics immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

Contracting and Management Arrangements

BHC is the Evaluation Commissioner. BHC provides inputs into the evaluation design, and quality assurance of report outputs and has oversight over the selection of the evaluation team.

Chemonics is the Evaluation Manager. Chemonics is in charge of selection and contracting the evaluators, managing and coordinating the evaluation process, quality assurance and is the main point of contact.

How to Apply

Interested applicants should send the following to moz-psu-potenciar@chemonics.com by January 20th 2023 and be available for follow-up questions and/or an interview week of January 23rd and January 30th 2023:

- CVs of key team members (3-page maximum per CV)
- Brief (3-page maximum) concept note including:
 - Relevant prior experiences
 - Approach to the proposed evaluation
 - Relevant methodological questions or considerations for this evaluation
 - Delivery schedule
 - One example of relevant previous work
- Proposed budget including details of team members' daily rates and number of proposed days.

Final selection and contracting will take place during February

ANNEX

POTENCIAR's Approaches to MREAL and VFM

Consistent with the business case, the initial theory of change included innovation in citizen engagement using technology amongst other tactics and also innovation in MREAL. The MREAL strategy and system comprises three components, to enable monitoring for learning and adaptation as well as performance measurement for accountability.

- **Component 1 - Research & evidence 4 learning & adaptive management:** this relates to the generation and use of political economy analysis, stakeholder analysis and other analytical work for 'deep assessments' and programme design as well as learning and adaptation under Component 2
- **Component 2 - Monitoring 4 learning & adaptive management:** this relates to processes using and generating monitoring data, staff and partner insights together with insights from analytical work for single, double and triple loop learning. In other words, it aimed to support the testing of causal and contextual assumptions in PAI TOAs alongside the programme theory of change to inform adaptation decisions:
- **Component 3 - Monitoring and reporting 4 accountability:** this focused on using outputs from Components 1 and 2, as well as secondary and other monitoring data to measure performance against log frame results targets

POTENCIAR also sought to develop a **VFM strategy and measurement approach informed by one used in DFID's flagship governance programme in Nigeria, PERL**. This aims to test the value proposition in a business case though linked to the logframe is conceived under a separate framework. It includes indicators to explore VFM questions relating to:

- economy
- administrative efficiency
- efficiency - relating to actions that increase the ratio of outputs to FDCO inputs, e.g.
 - adaptation decisions to stop 'failures' that involve unproductive use of resources
 - adaptation decisions to scale up successful initiatives
 - partners taking over the costs of processes seed funded by POTENCIAR
- effectiveness: achieving targets with budget expenditure levels agreed with FCDO, measured through the AR process
- cost effectiveness reflecting changes in behaviour that increase the allocative or technical efficiency of public funds in Mozambique, e.g.

- technical efficiency:
 - government departments aligning planning processes, passing budgets in a timely manner etc
 - citizen monitoring stopping leakages or inefficiencies
- allocative efficiency: government responding to citizen demands for budget allocations
- equity assessed by the extent to which POTENCIAR's investments are contributing to more meaningful participation by marginalised groups and improvements that benefit them. This can and should be integrated with efficiency or effectiveness considerations.

Secondary documents expected to be available at the time of the evaluation:

- Light touch significant case stories on outcomes harvested by the PMU
- Data and scoring documentation on log frame and VFM indicators
- Reports from partner, and PMU regular learning events plus annual TOC workshop reports
- Quarterly and annual reports including VFM analysis
- PAI, Citizen engagement, MREAL, GESI, VFM strategies
- Theories of action/design documents for PAIs
- Reports produced by the analytical workstream

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/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. "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 Project 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 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.
- 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 Project 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. "Project" is the project 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) 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. *