



BIDDING DOCUMENT
FOR THE
PROCUREMENT OF GOODS
BY
NATIONAL COMPETITIVE BIDDING

**Subject of Procurement: SUPPLY AND DELIVERY OF MATERIALS FOR
CONSTRUCTION OF MGAYI COMMUNITY TECHNICAL COLLEGE (CTC)**

Procurement Reference Number: TEVETA/IPDC/NCB/2026/002

Procurement Method: National Competitive Bidding (NCB)

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SECTION 1. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. SCOPE OF BID

- 1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites Bids by the issue of this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 7, Statement of Requirement. These Instructions to Bidders shall be read in conjunction with the BDS. The subject of procurement, the procurement reference number, and number of lots of this Bidding Document are provided in the BDS.
- 1.2 The Bidding Document is issued under the procurement method indicated in the BDS
- 1.3 In This Bidding Documents—
 - (a) "Act" means the Public Procurement and Disposal of Public Assets Act;
 - (b) "day" means calendar day;
 - (c) "in writing" means communicated in written form with proof of receipt;
 - (d) "Regulations" means Public Procurement Regulations; and
 - (e) singular includes plural and vice versa.

2. SOURCE OF FUNDS

- 2.1 The Procuring and Disposing Entity has an approved budget from public funds toward the cost of the procurement described in the BDS. The Procuring and Disposing Entity intends to use these funds to cover eligible payments under the Contract.
- 2.2 Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. CORRUPTION AND FRAUD

- 3.1 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in the Anti-Corruption legal framework in Malawi.
- 3.2 In line with the existing anti-corruption law and policy, and as provided in this clause, a Bidder, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the Bidding documents as part of the qualification criteria.

4. ELIGIBLE BIDDERS

- 4.1 A Bidder may be a natural person, legal person, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association all parties shall be jointly and severally liable.
- 4.2 Bidders intending to enter into a joint venture arrangement should submit a letter of intent together with their Bid.
- 4.3 A Bidder wishing to be considered for preferences and other reservation schemes as micro, small and medium-sized enterprise (MSME) shall comply with Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order).
- 4.4 A Bidder found to be in conflict of interest shall be disqualified from participating in the Bidding process. A Bidder may be considered to have a conflict of interest with one or more parties in a Bidding process, if the Bidder is associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 4.5.1 A Bidder that has been debarred from participating in public procurement in accordance with Section 79 of the Act, at the date of the deadline for Bid submission or thereafter, shall be ineligible.
- 4.6 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and are not a dependent agency, directly or indirectly, of the Procuring and Disposing Entity or the Government of Malawi.
- 4.7 A Bidder shall provide evidence of their eligibility satisfactory to the Procuring and Disposing Entity, to verify that the Bidder—
 - (a) has the legal capacity to enter into an Agreement and is registered with appropriate professional regulatory institution as required by existing legislation;
 - (b) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
 - (c) has fulfilled their tax obligations in accordance with the relevant tax laws.

4.7.1 To demonstrate compliance with the criteria in Sub-Clause 4.7, a Bidder shall submit with its Bid—

- (a) its business registration certificate;
- (b) professional registration certificate where applicable based on the business the Bidder does;
- (c) a declaration that it is not debarred;
- (d) tax registration certificates for the Bidders issued by the Malawi Revenue Authority;
- (e) tax clearance certificates for the Bidders issued by the Malawi Revenue Authority;
- (f) a supplier registration certificate issued by the Public Procurement and Disposal of Public Assets Authority; and
- (g) such other documentary evidence as may be specified in the BDS.

5 ELIGIBLE GOODS AND RELATED SERVICES

5.1 All goods and related services to be supplied under the Contract shall have as their country of origin, an eligible country in accordance with Section 5, Eligible Countries.

5.1 For purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.2 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.3 The nationality of the company that assembles, distributes, or sells the goods shall not determine their origin of the goods.

5.4 If required in the BDS, a Bidder shall demonstrate that it has been duly authorised by the manufacturer of the goods to supply, in the Republic of Malawi, the goods indicated in its Bid.

B. BIDDING DOCUMENTS

6 SECTIONS OF BIDDING DOCUMENT

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the following Sections which shall be read in conjunction with any Addenda issued in accordance with clause 8.

Part 1 Bidding Procedures

- | | |
|---------------|-------------------------------|
| (a) Section 1 | Instructions to Bidders (ITB) |
| (b) Section 2 | Bid Data Sheet (BDS) |

- (c) Section 3 Evaluation and Qualification Criteria (EQC)
- (d) Section 4 Bidding Forms
- (e) Section 5 Eligible Countries
- (f) Section 6 Corruption and Fraud

Part 2 Supply Requirements

Section 7 Statement of Requirements

Part 3 Contract

- (a) Section 8 General Conditions of Contract (GCC)
- (b) Section 9 Special Conditions of Contract (SCC)
- (c) Section 10 Contract Forms

- 6.2 The Invitation to Bid is not part of the Bidding Document
- 6.3 The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring and Disposing Entity. A Bidder who did not obtain the Bidding Document directly from the Procuring and Disposing Entity shall be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.
- 6.4 The Bidder shall examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.5 Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

7 CLARIFICATION OF BIDDING DOCUMENT

- 7.1 A prospective Bidder requiring any clarification of a Bidding Document shall submit a request for clarification to the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS.
- 7.2 The Procuring and Disposing Entity shall respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids.
- 7.3 The Procuring and Disposing Entity shall forward copies of its response to all Bidders who acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.
- 7.4 Where a Procuring and Disposing Entity determines that it is necessary to amend the Bidding Document as a result of a clarification given under this paragraph, it shall amend the Bidding Document following the procedure under clause 8.

8 AMENDMENT TO BIDDING DOCUMENTS

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring and Disposing Entity may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have obtained the bidding Documents directly from the Procuring and Disposing Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to sub-clause 24.2.

C. PREPARATION OF BIDS

9 COST OF BIDDING

A Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process, except as provided for under Section 83 (10) (d) of the Act.

10 LANGUAGE OF BID

- 10.1 All communication in the Bidding process shall be in English and in writing unless otherwise specified in the BDS.
- 10.2 The Bid including correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature which are part of the Bid may be in another language provided that the documents are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 DOCUMENTS COMPRISING THE BID

The Bid shall comprise the following documents—

- (a) the Bid Submission Sheet and the applicable Price Schedules in accordance with clause 12;
- (b) a Bid Security or a Bid Securing Declaration, in accordance with clause 21;
- (c) alternative Bids, if permissible, in accordance with clause 13;
- (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with clause 22;

- (e) documentary evidence in accordance with clause 16 establishing the Bidder's eligibility to Bid;
- (f) documentary evidence in accordance with clause 17, establishing that the Goods and Related Services to be provided by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with clause 18, that the Goods and Related Services conform to the Bidding Documents;
- (h) documentary evidence in accordance with clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other documents required in the BDS.

12 BID SUBMISSION SHEET AND PRICE SCHEDULES

12.1 A Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. The form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, as follows—

- (a) the reference of the Bidding Document and the number of each addendum received;
- (b) a brief description of the Goods and Related Services offered;
- (c) the total Bid price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the Bid;
- (f) a commitment to submit a Performance Security required and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one Bid in this Bidding process; except for alternative Bids in accordance with clause 13;
- (i) confirmation that the Bidder has not been declared ineligible or suspended by the Public Procurement and Disposal of Public Asset Authority and any of Malawi's development partners who have entered into a cross-debarment agreement with Malawi;
- (j) a declaration concerning investigations relating to any other public procurement tender exercise or awarded contract;
- (k) a declaration on gratuities and commissions;
- (l) the names and addresses of the Directors and Beneficial owners of the Bidder;
- (m) a declaration concerning the country of registration the Bidder; and
- (n) an authorised signature of the Bidder.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, using the forms provided in Section 4, Bidding Forms. The Price Schedule Forms shall include—

- (a) the item number;
- (b) a brief description of the Goods or Related Services to be supplied;
- (c) their country of origin and percentage of national content for Goods manufactured in Malawi;
- (d) the quantity, which shall be the estimated quantity specified in Section 7, Statement of Requirements;
- (e) the total price per item;
- (f) the unit prices;
- (g) customs duties and all taxes paid or payable in Malawi;
- (h) levy from the Authority;
- (i) subtotals and totals per Price Schedule; and
- (j) authorised signature.

13 ALTERNATIVE BIDS

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 Where permitted, alternative Bids do not need to conform precisely to the Statement of Requirements, but shall at least—
 - (a) meet the objectives and performance requirements prescribed in the Statement of Requirements;
 - (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the Bidding document; and
 - (c) clearly state the benefits of the alternative Bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.
- 13.3 A Bidder may submit both a main Bid, which conforms, precisely to the Statement of Requirements and an alternative Bid.
- 13.4 Where a Bidder submits more than one Bid, each Bid shall be submitted as a separate Bid and shall conform to the instructions for preparation and submission of Bids in its own right, without any reliance on any other Bid. Each Bid shall be signed separately, authorised, sealed, labelled and submitted in accordance with the instructions for submission of Bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such Bids shall be labelled "Main Bid" and "Alternative Bid".
- 13.5 The evaluation of alternative Bids shall use the same methodology, criteria and weights as the evaluation of main Bids, except that the detailed technical evaluation shall consider only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14 BID PRICES AND DISCOUNTS

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements in this clause.
- 14.2 All items in the Statement of Requirements shall be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with sub-clause 31.3.
- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with Sub-Clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with sub-clause 12.1(d).
- 14.5 The terms EXW (Ex Works), CIF (Cost Insurance & Freight), CIP (Carriage & Insurance Paid), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed on the Price Schedule Forms for Goods and Related Services, shall be disaggregated solely for the purpose of facilitating the comparison of Bids by the Procuring and Disposing Entity. This shall not in any way limit the Procuring and Disposing Entity's right to contract on any of the terms offered:
- (a) for Goods—
 - (i) the price of the goods shall be quoted Delivery Duty Paid (DDP) named place of delivery, or as specified in the BDS;
 - (ii)
 - (iii) all Malawian customs duties, levies and sales and other taxes already paid or payable on the goods or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder;
 - (iv) Levies imposed by the Public Procurement and Disposal of Public Assets Authority ; and
 - (v) the total price for the item.
 - (b) For related services—
 - (i) the price of the related services;
 - (ii) all Malawian customs duties, levies and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder;

- (iii) levies imposed by the Public Procurement and Disposal of Public Assets Authority; and
- (iv) the total price for the item.

- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.
- 14.8 A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If indicated in sub-clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with Sub-Clause 14.4, provided the Bids for all lots are submitted and opened at the same time.
- 14.9 If so indicated in Sub-Clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to one hundred (100) % of the items specified for each lot and to one hundred (100) % of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package or, alternatively, to individual contracts within the package. Price reductions shall be submitted in accordance with sub-clause 14.4, provided the Bids for all lots are submitted and opened at the same time.

15 CURRENCY OF BID

Bidders shall quote their Bids in Malawi Kwacha.

16 DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE BIDDER

To establish their eligibility in accordance with clause 4, a Bidder shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms.

17 DOCUMENTS ESTABLISHING THE ELIGIBILITY OF GOODS AND RELATED SERVICES

To establish the eligibility of the Goods and Related Services, in accordance with clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section 4, Bidding Forms.

18 DOCUMENTS ESTABLISHING THE CONFORMITY OF THE GOODS AND RELATED SERVICES TO THE BIDDING DOCUMENTS

18.1 To establish the conformity of Goods and Related Services to the Bidding Document, a Bidder shall furnish as part of its Bid the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring and Disposing Entity in the Statement of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring and Disposing Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirements.

19 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER

To establish qualifications to perform the Contract, a Bidder shall submit the evidence indicated for each qualification criterion specified in Section 3, Evaluation and Qualification Criteria.

20 PERIOD OF VALIDITY OF BIDS

20.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall reject a Bid valid for a shorter period as non-responsive.

20.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Procuring and Disposing Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

20.3 If a Bid Security or Bid Securing Declaration is requested in accordance with clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. Similarly, if a Bid Securing Declaration is requested in accordance with clause 21, it shall be extended for a corresponding period. A Bidder may refuse the request without bearing any

consequence whatsoever. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in sub-clause 26.1.

20.4 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21 BID SECURITY AND BID SECURING DECLARATION

21.1 Unless otherwise specified in the BDS, a Bidder shall furnish as part of its Bid, a Bid Security or a Bid Securing Declaration in original form and for Bid Security in the amount for the Bid Security specified in the BDS.

21.2 The Bid Security shall be in any of the following forms—

- (a) Bank Demand Guarantee; or
- (b) Bank certified cheque,
Both the guarantee or bank cheque shall be from a reputable bank within Malawi. The Bid security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms, acceptable to the Procuring and Disposing Entity. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eighty days beyond the end of the validity period of the Bid. This shall also apply if the period for Bid validity is extended.

21.3 The Procuring and Disposing Entity shall reject, as non-compliant, any Bid that is not accompanied by a substantially responsive Bid Security or a Bid Security Declaration, if a Bid Security or a Bid Security Declaration is required in accordance with clause 21.1.

21.4 The Bid Securities shall be returned as promptly as possible upon the successful Bidder signing the contract and furnishing Performance Security.

21.5 The Bid Security may be forfeited—

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in sub-clause 21.2; or
- (b) if the successful Bidder fails to—
 - (i) sign the Contract in accordance with clause 45;
 - (ii) furnish a performance security in accordance with clause 44;
 - or
 - (iii) accept the correction of its Bid Price pursuant to sub-clause 31.5.

In the alternative:

- 21.6 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Securing Declaration in original as specified in the BDS.
- 21.7 The Bid Securing Declaration of unsuccessful Bidders shall be cancelled as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Clause 44.
- 21.8 The Bid Securing Declaration of the successful Bidder shall not be returned to the Bidder but retained in procurement file as part of records once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.9 The Bid Securing Declaration shall be valid for twenty-eight (28) calendar days up to and after the end of the validity period of the Bid. This shall also apply if the period for Bid validity is extended.
- 21.10 The Procuring and Disposing Entity shall, reject as non-responsive, a Bid not accompanied by a substantially responsive Bid Securing Declaration, if one is required in accordance with sub-clause 21.6.
- 21.11 The Bid Securing Declaration of unsuccessful Bidders shall not be returned to the owners upon the successful Bidder's signing of the contract or furnishing of the performance security pursuant to clause 45 but will remain in the Procuring and Disposing Entity's procurement files for record purposes only.
- 21.12 Failure by the Procuring and Disposing Entity to allow Bidders use the Bid Securing Declaration Form may lead to a punishable offense.

22 FORMAT AND SIGNING OF BID

- 22.1 A Bidder shall prepare one original of the documents comprising the Bid as described in Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

23 SEALING AND MARKING OF BIDS

23.1 A Bidder shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope, securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The inner and outer envelopes shall—

(a) be addressed to the Procuring and Disposing Entity in accordance with BDS; and

(b) bear the procurement reference number indicated in the BDS.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to clause 25.1.

23.4 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity shall assume no responsibility for the misplacement or premature opening of the Bid.

24 DEADLINE FOR SUBMISSION OF BIDS

24.1 Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.

24.2 The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 LATE BIDS

The Procuring and Disposing Entity shall not consider any Bid that is delivered and arrives after the deadline for submission of Bids. Any Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26 MODIFICATIONS, SUBSTITUTIONS AND WITHDRAWAL OF BIDS

26.1 A Bidder may modify, substitute or withdraw its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be—

(a) submitted in accordance with clause 23 (except for withdrawal notices which do not require copies), and in addition, the respective

envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
(b) received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of Bids, in accordance with clause 24.

- 26.2 Bids requested to be withdrawn in accordance with sub-clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 Bids may only be modified by withdrawal of the original Bid and submission of a replacement Bid in accordance with sub-clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.

27 BID OPENING

- 27.1 The Procuring and Disposing Entity shall conduct the Bid opening in the presence of Bidders` designated representatives who choose to attend the Bid opening, and at the address, date and time specified in the BDS.
- 27.2 Envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder.
- 27.3 No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening.
- 27.4 Envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.
- 27.5 Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.6 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Procuring and Disposing Entity may consider appropriate. No Bid shall be rejected at Bid opening except for late Bids, in accordance with clause 25.

- 27.7 The Procuring and Disposing Entity will prepare a record of the Bid opening that shall include, as a minimum—
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; and
 - (b) the Bid Price per lot if applicable, including any discounts and alternative offers; and the presence or absence of a Bid security or Bid securing declaration, if one was required.
- 27.8 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall immediately after opening be distributed to Bidders upon request or published on the website of the Procuring and Disposing Entity within one working day from the date of the Bid opening.

E. EVALUATION AND COMPARISON OF BIDS

28 CONFIDENTIALITY

- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions shall result in the rejection of its Bid.
- 28.3 Notwithstanding sub-clause 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing.

29 CLARIFICATION OF BIDS

- 29.1 To assist in the examination, evaluation, comparison and post qualification of a Bid, the Procuring and Disposing Entity may, in writing, request any bidder for a clarification of its Bid.
- 29.2 Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing.
- 29.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered

by the Procuring and Disposing Entity in the evaluation of the Bids, in accordance with clause 31.

30 EXAMINATION AND DETERMINATION OF RESPONSIVENESS OF BIDS

- 30.1 The Procuring and Disposing Entity's determination of a Bid's compliance and responsiveness shall be based on the contents of the Bid.
- 30.2 A substantially responsive Bid shall be one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that-

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract;

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring and Disposing Entity's rights or the Bidder's obligations under the Contract; or

(c) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 30.3 A Bid shall be rejected if it is not substantially responsive to the Bidding Documents and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31 NONCONFORMITIES, ERRORS, AND OMISSIONS

- 31.1 Where a Bid is substantially responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the Bid that does not constitute a material deviation.

- 31.2 Provided that the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 31.3 Where a Bid is substantially responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the highest price quoted among all the other Bidders for the missing or non-conforming item.

- 31.4 The Procuring and Disposing Entity shall correct arithmetical errors on the following basis under clause 31.3 as follows—

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security or Bid Securing Declaration may be forfeited or invalidated respectively.

32 PRELIMINARY EXAMINATION OF BIDS

32.1 The Procuring and Disposing Entity shall examine the Bids to confirm that all documents and technical documentation requested in clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring and Disposing Entity shall confirm that the documents listed in this clause and information have been provided in the Bid. If any of the following documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Sheet, including—
 - (i) a brief description of the Goods and Related Services offered;
 - (ii) the price of the Bid; and
 - (iii) the period of validity of the Bid;
- (b) Price Schedules;
- (c) Written confirmation of authorisation to commit Bidder;
- (d) Bid Security, if applicable; and
- (e) Bid Securing Declaration, if applicable

33 EXAMINATION OF TERMS AND CONDITIONS

33.1 The Procuring and Disposing Entity shall examine a Bid to confirm that the Bidder has accepted all terms and conditions specified in the BDS and the Special Conditions of Contract without any material deviation or reservation.

33.2 The Procuring and Disposing Entity shall examine the technical aspects of the Bid submitted in accordance with Clause 18, to confirm that all

requirements specified in Section 7, Statement of Requirements of the Bidding Documents, have been met without any material deviation or reservation

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring and Disposing Entity determines that the Bid is not substantially responsive in accordance with clause 30, it shall reject the Bid.

34 PREFERENCES AND RESERVATION SCHEMES

- 34.1 A Procuring and Disposing Entity may apply a preference if so specified in the BDS. Where a Preference applies the details to be applied shall be provided in Section 3 Evaluation and Qualification Criteria.

- 34.2 The Procuring and Disposing Entity shall apply the preference for micro, small and medium enterprises and marginalised groups in accordance with the MSME Order or Bidders qualified under Administration of Preferential Treatment. If so specified in the BDS, Bid Evaluation shall be in accordance with the procedures and criteria specified in Section 3, Evaluation and Qualification criteria.

- 34.3 The Procuring and Disposing Entity shall set aside certain procurement requirements for micro, small and medium enterprises and marginalised groups by restricting Bidding to those enterprises in accordance with MSME Order.

- 34.4 The Procuring and Disposing Entity shall state in the BDS all procurement that have been set aside for micro, small and medium enterprises.

- 34.5 In the event that the procurement is not contained in the Schedule under the Order the Procuring and Disposing Entity may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be specified in the BDS.

- 34.6 A Bidder shall be eligible to participate in the Bidding process as Bidders qualified under the Public Procurement and Disposal of Public Assets Act or the MSME Order only if it furnishes the Procuring and Disposing Entity or the Authority, as the case may be evidence, proving eligibility in accordance with relevant Regulations or the MSME Order.

35 DETAILED EVALUATION

- 35.1 The Procuring and Disposing Entity shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

- 35.2 The Procuring and Disposing Entity shall use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

36 FINANCIAL EVALUATION

- 36.1 The Procuring and Disposing Entity shall financially evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 Bids that have passed detailed evaluation and complied with all the terms and conditions shall be evaluated financially to determine the conformity of prices offered. In doing so, the Procuring and Disposing Entity shall examine the contents of a price to confirm if all taxes or discounts have been taken into account. Thereafter, the Procuring and Disposing Entity shall check arithmetical errors to have correct prices. Bids that have passed all the stages including financial evaluation shall be declared substantially responsive.
- 36.3 To financially evaluate a Bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.4 To financially compare Bids, the Procuring and Disposing Entity shall consider the following—
- (a) the Bid price;
 - (b) price adjustment for correction of arithmetic errors in accordance with sub-clause 31.4;
 - (c) price adjustment due to discounts offered in accordance with sub-clause 12.1 (d);
 - (d) adjustment for nonconformities and omissions in accordance with Sub-Clause 31.3;
 - (e) application of all the evaluation factors indicated in Section 3, Evaluation and Qualification Criteria; and
 - (f) adjustments due to the application of a margin of preference, in accordance with Clause 34.
- 36.5 In the calculation of the evaluated cost of Bids, the Procuring and Disposing Entity shall exclude and not take into account—
- (a) in the case of goods manufactured in the Republic of Malawi or goods of foreign origin already located in the Republic of Malawi, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be

payable on the goods if the contract is awarded to the Bidder;
and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

36.6 The Procuring and Disposing Entity's evaluation of price of evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids as specified in Section 3, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation and Qualification Criteria.

36.7 If these Bidding Documents allow Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation and Qualification Criteria

37 COMPARISON AND DETERMINATION OF LOWEST EVALUATED BID

37.1 The Procuring and Disposing Entity shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with sub-clause 14.6.

37.2 The Procuring and Disposing Entity shall apply the relevant preference as specified in the BDS.

37.3 A successful Bid shall be the lowest evaluated Bid subject to any margin of preference provided in the Bidding documents.

38 ENVIRONMENTAL AND SOCIO-ECONOMIC POLICIES

38.1 Bidders shall be evaluated taking into account compliance with Environmental protection policies, laws and regulations applicable in Malawi for sustainable development.

38.2 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders promote general as well as specific policies and programmes for sustainability and environmental protection.

38.3 Bidders shall be evaluated taking into account its compliance with the protection against Child Labour and other policies, laws and regulations applicable in Malawi as well as policies against exploitative labour.

38.4 Bidders shall be evaluated taking into account compliance with restrictions on Sexual Exploitation and Gender Based Violence and all its prohibition policies, laws and regulations applicable in Malawi and in international conventions or agreements on gender equality

38.5 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders should show compliance with Child Labour and Unfair Labour Practices, general laws and regulations as well as specific policies and programmes for protection of children from any form of child labour and adherence to applicable fair labour practices.

39 POST-QUALIFICATION OF THE LOWEST EVALUATED BIDDER

39.1 The Procuring and Disposing Entity shall determine whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the contract satisfactorily

39.2 The determination shall be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause 19, to clarifications in accordance with clause 29 and the qualification criteria indicated in Section 3, Evaluation and Qualification Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

39.3 The Procuring and Disposing Entity may conduct due diligence on certain procurements. In doing so, it shall prepare its own budget for such an activity and shall not rely or depend on the resources of a Bidder. Due diligence reports shall form part of the evaluation data used by the evaluation teams or Internal Procurement and Disposal Committee when making decisions.

39.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Procuring and Disposing Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

40 PROCURING AND DISPOSING ENTITY'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS.

The Procuring and Disposing Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

41 AWARD CRITERIA

Subject to clause 36, the Procuring and Disposing Entity will award a contract to the Bidder whose Bid has been determined to be substantially responsive

to the Bidding documents and who has offered the lowest evaluated Bid Price.

42 PROCURING AND DISPOSING ENTITY'S RIGHT TO VARY QUANTITIES AT AWARD

At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Works and Related Goods/ Services originally specified in Section 7, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43 NOTICE OF INTENTION TO AWARD THE CONTRACT, NOTIFICATION OF AWARD, AND CONTRACT NEGOTIATIONS

43.1 Prior to expiry of the period of Bid validity, where a procurement contract is below the threshold for the requirement for publication of an intention to award a contract, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the Bidding processes. The notice of acceptance shall not be sent until all the necessary approvals have been obtained.

43.2 Prior to expiry of the period of Bid validity, the Procuring and Disposing Entity shall publish a Notice of Intention to Award in two widely circulated newspapers and on the Authority's website for a period of fourteen (14) days for any procurement contract in accordance with the threshold set by the Director General before signing the contract.

43.3 Prior to the signing of the contract but after the completion of intention to award proceedings, the Procuring and Disposing Entity may enter into negotiations with the successful Bidder on the modalities for the execution of the contract not changing the material factors of the contract.

43.4 The Notification of Award shall not be sent until all the necessary approvals have been obtained or the fourteen days' standstill period has expired, wherever necessary.

44 PERFORMANCE SECURITY

44.1 Within thirty (30) days of receipt of notification of award from the Procuring and Disposing Entity, a successful Bidder shall furnish the performance security included in Section 10, Contract Forms, or any other form acceptable to the Procuring and Disposing Entity, in accordance with the Special Conditions of Contract.

44.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award

and forfeiture of the Bid security. In that event, the Procuring and Disposing Entity may award the Contract to the next lowest evaluated Bidder.

45 SIGNING THE CONTRACT

- 45.1 Promptly after notification or after the elapsing of the fourteen (14) days of the still period, the Procuring and Disposing Entity shall send the successful Bidder the Contract documents.
- 45.2 Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign, date, and return the Contract documents to the Procuring and Disposing Entity to finalise the signing process.

46 SETTLEMENT OF DISPUTES

- 46.1 Where a dispute arise out of the performance of the contract by either party, such disputes shall be resolved amicably. Should amicable dispute resolution fail, the matter shall be taken to arbitration, depending on the agreement by two parties. However, should arbitration still not yield positive results to either party, either party so wronged shall take the matter to the local courts.
- 46.2 For purposes of this Contract, the Procuring and Disposing Entity proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder objects to the Adjudicator proposed by the Procuring and Disposing Entity, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data.
- 46.3 If, in the Notification of Award, the Procuring and Disposing Entity and Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

SECTION 2. BID DATA SHEET (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: TEVET Authority The number of lots is: 5 The procurement reference number is: TEVETA/IPDC/NCB/2026/002
ITB 1.1	The subject of the procurement is: Supply and Delivery of Materials for Mgayi Community Technical College (CTC) The number and identification of Lots in this Bidding Document is: 5
ITB 1.2	The Bidding Document is issued under: National Competitive Tender Procedure.
ITB 4.1	The individuals or firms in a joint venture, consortium or association shall be: jointly liable
ITB 5.4	The Bidder <i>shall</i> be required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Malawi, the Goods indicated in its Bid.
B. Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Procuring and Disposing Entity's address is: Attention: The Chairperson, Internal Procurement and Disposal Committee (IPDC) Street Address: Corner African Unity Road/Independence Drive Name of Building: TEVETA House Floor/Room number: Ground Floor, Procurement and Disposal Unit City: Lilongwe Postal Address: 207213 Telephone: +265 888 890 938 Email address: procurement@tevetamw.com Any Request for clarification shall be received by the procuring and disposing entity no later than: 21st September 2026

Instructions to Bidders (ITB) reference	Data relevant to ITB
C. Preparation of Bids	
ITB 11 (i)	The Bidder shall submit with its Bid the following additional documents: (a) Company Registration Certificate (b) Latest PPDA Registration Certificate (c) Latest MRA Tax Clearance Certificate (d) Technical Specifications and Details of Items meeting the minimum specifications required. (e) A Bid Securing Declaration form (f) Bid Price and Price Schedule
ITB 14. 5	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: INCOTERMS 2020
ITB 14.7	The prices quoted by the Bidder shall be: FIXED
ITB 20.1	The Bid validity period shall be: 90 days.
ITB 21.1	A Bid Securing declaration <i>shall be</i> required
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original copy of the Bid, the number of copies required is: TWO
ITB 24.1	For <u>Bid submission purposes</u> only, the Purchaser's address is: Attention: The Chairperson, Internal Procurement and Disposal Committee (IPDC) Street Address: Corner African Unity Road/Independence Drive Building Name: TEVETA House Floor/Room number: Procurement and Disposal Unit, Ground Floor City: Lilongwe Postal Address/Post Code: 207213 Country: MALAWI The deadline for Bid submission is: Date: 5th October 2026 Time: 10:00 am
ITB 27.1	The Bid opening shall take place at: TEVETA Secretariat Building Name: TEVETA House Street Address: Corner African Unity Road/Independence Drive

Instructions to Bidders (ITB) reference	Data relevant to ITB
	Floor/Room number: TEVETA Boardroom, Second Floor City: Lilongwe Country: MALAWI Date: 5th October 2026 Time: 10:00 am
E. Evaluation, and Comparison of Bids	
ITB 34	A margin of preference in favour of micro, small and medium enterprises (<i>shall not</i>) apply Where the Margin of preference applies, it shall be:
ITB 34.4; 34.5	The following procurements have been set aside for MSMEs and marginalised groups:
F. Award of Contract	
ITB 42	The percentage by which quantities may be increased is: 15% The percentage by which quantities may be decreased is: 15%

SECTION 3. EVALUATION AND QUALIFICATION CRITERIA

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring and Disposing Entity shall use to evaluate a Bid and determine whether a Bidder has the required qualifications. No other factors, methods or criteria shall be used.

1. ADDITIONAL EVALUATION FACTORS

1.1 In accordance with Clause 36.4(e), the Procuring and Disposing Entity shall, when evaluating Bids, take into account, in addition to the Bid price, the following factors which will be quantified as specified in 1.2 below—

(a) compliance with the minimum technical specification is required for all items marked as mandatory;

(b) for non-mandatory items, all deviations will be reviewed, and those items with inferior specifications subjected to an adjustment to the Bid price;

(c) the delivery schedule offered by the Bidder; and

(d) the payment schedule proposed by the Bidder.

1.2 The factors specified in 1.1 will be quantified as follows—

(a) failure to meet or exceed the specified minimum technical specifications for mandatory requirements will result in rejection of the Bid. Superior

specifications will be considered on the same basis as those Bids meeting the minimum technical specification;

- (b) for each non-mandatory technical specification, Bids offering a lower specification of the item will be reviewed, and a notional adjustment made to the Bid price for evaluation purposes only. For each percentage drop in the specification offered against the required technical specification, a corresponding percentage of the estimated cost of replacement of the item with a fully conforming specification will be added to the Bid price for evaluation. Bids with inferior non-mandatory technical specifications or a performance of less than 75% of the required item specification may be subject to rejection. Superior specifications will be considered on the same basis as those Bids meeting the minimum technical specification;
- (c) late delivery schedules proposed by the Bidder will result in a 1% addition to the Bid Price (for evaluation purposes only) for each week of delay up to a maximum of 15%. Bids offering delivery schedules later than [number] months after the specified delivery period may be rejected at the discretion of the Procuring Entity; and
- (d) for payment schedules proposed by the Bidder which would result in earlier payment to the Supplier than that proposed in the Bidding documents, the difference in the net present value of the Bidder's proposal shall be added to the Bid price for evaluation purposes.

2. EVALUATION OF MULTIPLE CONTRACTS

If in accordance with sub-clause 36.7, the Procuring and Disposing Entity is allowed to award one or multiple lots to more than one Bidder. The Procuring and Disposing Entity shall determine the lowest-evaluated lot combinations, by—

- (a) evaluating only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in clause 14.9 of the ITB; and
- (b) considering –
 - (i) the lowest-evaluated Bid for each lot that meets the requirement of evaluation criteria;
 - (ii) the price reduction per lot and the methodology for their application as offered by the Bidder in its Bid; and
 - (iii) the contract-award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in ECQ Clause 4, Post Qualification.

3. MARGIN OF PREFERENCE AND SET ASIDES

The Procuring and Disposing Entity shall grant a margin of preference to locally manufactured or goods supplied from within Malawi by Malawian suppliers for the purpose of Bid comparison, [in accordance with the procedures outlined in clause 34 of the ITB of the Bidding Document.

Similarly, marginalised groups shall have procurements set aside for them in accordance with the regulations and in the manner prescribed in the EQC.

4. POST QUALIFICATION

After determining the lowest-evaluated Bid in accordance with Sub-Clause 37.1, the Procuring and Disposing Entity shall carry out the post-qualification of the Bidder in accordance with clause 39 of the ITB, using only the factors, methods and criteria specified below. Factors not included in this Section shall not be used in the evaluation of the Bidder's qualification.

5. PARTICIPATION BY MICRO, SMALL AND MEDIUM ENTERPRISES

If so, indicated in the Bid Data Sheet, Bidders for goods contracts applying for a margin of preference for participation by micro, small and medium enterprises (MSME Order) in Bid evaluation shall provide such information, including details of ownership, certificates of registration, certificate of the category within the MSME Order as are necessary to confirm whether a particular Bidder or group of Bidders qualifies for preference based on being a micro, small and medium enterprise.

A margin of preference may be awarded to established MSME contractors who are registered as Malawian contractors by the National Construction Industry Council, and Ministry of Trade.

The margin of preference for MSMEs shall be applied as follows: —

After Bids have been received and reviewed by the Procuring and Disposing Entity, responsive Bids shall be classified into the following groups—

Group A, namely, Bids offered by MSMEs Bidders and joint ventures eligible for the preference.

Group B, namely, Bids offered by other Bidders.

For the purpose of evaluation and comparison of Bids only, an amount equal to the percentage, as indicated in the MSME Order, of the Bid amount shall be added to Bids received from Bidders in Group B.

SECTION 4. BIDDING FORMS

[Input of Information to be completed by Bidder]

BID SUBMISSION SHEET

Date: *[insert date (as day, month and year) of Bid Submission]*
...../...../.....

Procurement Reference Number: *[insert reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*.....

.....

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda No: *[insert the number and issuing date of each Addenda]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;

The total price of our Bid is: *[insert the total Bid price in words and figures, indicating the various amounts and the respective currencies]*;

Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with clause 4 of the ITB and have not been suspended by the Public Procurement and Disposal of Assets Authority in Malawi from participating in public procurement;

We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with clause 4 of the ITB and have not been debarred by the Authority or any cooperating partner which has entered into a cross debarment agreement with the Authority;

We are not participating, as Bidders, in more than one Bid in this Bidding process;

We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring and Disposing Entity; and

Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract

relating to the purchase of goods, works and services by any Procuring and Disposing Entity.

The names and physical addresses of the Directors of our firm are provided in the table below

NAME	ADDRESS

The names and physical addresses of the Beneficial owners of our company are provided in the table below

NAME	ADDRESS

If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of [*insert amount and currency in words and figures of the performance security*] for the due performance of the Contract;

We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Authorised By: [*to be completed by someone who has the power of attorney for the Bidder*]

Signature _____ Name: _____
:

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of (Company name):

Company _____
:

Registered Address: _____

Beneficial Ownership Disclosure Form

<i>INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM</i>

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the Bidder. In case of a joint venture, the Bidder must submit a separate Form for each member of the Joint Venture. The beneficial ownership information to be submitted in this Form shall be current as at the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions-

- 1. directly or indirectly holding 5% or more of the shares*
- 2. directly or indirectly holding 5% or more of the voting rights*
- 3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*
- 4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;*
- 5. has a significant stake in a company and on whose behalf activity of a company is conducted; or*
- 6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.*

RFB No.: [insert number of RFB process]

Request for Bid No.: [insert **identification**]

To: [insert **complete name of Purchaser**]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 5% or more of the shares (Yes / No)	Directly or indirectly holding 5 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder

			(Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

- (ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:
- directly or indirectly holding 5% or more of the shares
 - directly or indirectly holding 5% or more of the voting rights
 - directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

- (iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]
- directly or indirectly holding 5% or more of the shares
 - directly or indirectly holding 5% or more of the voting rights
 - directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder:¹ [insert **complete name of the Bidder**]

Name of the person duly authorized to sign the Bid on behalf of the Bidder:² [insert **complete name of person duly authorized to sign the Bid**]

Title of the person signing the Bid: [insert **complete title of the person signing the Bid**]

Signature of the person named above: __

Date signed [insert **ordinal number**] day of [insert **month**], [insert **year**]

¹ In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

² Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

PRICE SCHEDULE FOR GOODS AND RELATED SERVICES

[Input of Information to be completed by Bidder]

Notes: The Procurement Levy is calculated based on Sub-total before taxes.

Authorised By: [to be completed by someone who has the power of attorney for the Bidder]

1	2	3	4	5	6	7
Item No.	Good or Related Service	Country of origin	Quantity (No. of units)	Unit price ¹	Import Duties, per unit ¹	Total Price
[Insert number of item]	[name of items, good or related service]	[insert country of origin of this item]	[insert number of units of this item to be purchased]	[insert the unit price of this item, excluding all import duties and taxes, paid or payable in the Republic of Malawi]	[insert all import duties, in the Republic of Malawi on this item]	[insert the total price for this item, which is the sum of columns 5 and 6]
1						
2						
<i>Sub-Total</i>						
<i>VAT</i>						
<i>PPDA Levy (1%)</i>						
<i>Total Bid Price</i>						

Signature _____ Name: _____
:

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of (Company name):

Company _____

:

Registered Address:

.....

Note to Bidders: This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its Bid, in accordance with Clause 21, and except for indicated fields, no changes shall be made in this template. Any changes made shall result to rejection of the Bid

BID SECURITY

[Input of Information to be completed by Guarantor]

Procurement Reference Number: [insert reference number]

Alternative No: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring and Disposing Entity]

Whereas [insert complete name of Bidder] (hereinafter "the Bidder") has submitted its Bid dated [insert date (as day, month and year) of Bid submission] for Procurement reference Number [insert Procurement Reference Number] for the supply of [insert brief description of the Goods and Related Services], hereinafter called the "Bid."

KNOW ALL PEOPLE by these presents that WE [insert complete name of institution issuing the Bid Security], of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter "the Guarantor"), are bound unto [insert complete name of the Procuring and Disposing Entity] (hereinafter "the Procuring and Disposing Entity") in the sum of [specify in words the amount and currency of the Bid security] (specify the amount and currency in figures), for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].

THE CONDITIONS of this obligation are the following—

- (a) If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in sub-clause 26.2 of the ITB; or
- (b) If the Bidder, having been notified of the acceptance of its Bid by the Procuring and Disposing Entity, during the period of Bid validity, fails or refuses to—
 - (i) execute the Contract; or
 - (ii) furnish the Performance Security, in accordance with the clause 44 of the ITB; or
 - (iii) accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to clause 31 of the ITB.

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of Bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Duly authorised to sign the Bid for and on behalf of: [insert complete name of Guarantor]

Note to Bidders: This Bid Securing Declaration should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign the Bid Securing Declaration. It should be included by the Bidder in its Bid, in accordance with Clause 21.

BID SECURING DECLARATION

[The Bidder shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (day, month and year) of Bid submission]
...../...../.....

Procurement Reference No.: [insert number of Bidding process]
.....

Alternative No.: [insert identification No. if this is a Bid for an alternative]
.....

To: [insert complete name of Procuring and Disposing Entity].....
.....

We, the undersigned, declare that

1. We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity and any other government entity for a period of twenty-four (24) months starting on the date as may be determined by the Authority if we are in breach of our obligation(s) under the Bid conditions, because: have withdrawn our Bid during the period of Bids validity specified by us in the Bid Data Sheet; or having been notified of the acceptance of our Bid by the Procuring and Disposing Entity during the period of Bid validity, (i) refuse or fail to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with clause 44 of the ITB; or have refused to accept the correction of our Bid by the Procuring and Disposing Entity, pursuant to clause 31.5 of the ITB.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid

Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Authorised By: [*to be completed by someone who has the power of attorney for the Bidder*]

Signature _____ Name: _____
:

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of (Company name):

Company _____
:

Registered Address: _____

[This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the Bidder in its Bid, if so indicated in the BDS.]

Manufacturer's Authorisation

[Input of Information to be completed by Manufacturer]

Date: [insert date (as day, month and year) of Bid Submission].
...../...../.....

Procurement Reference Number: [insert number of Bidding
process].....

To: [insert complete name of Procuring and Disposing Entity]

.....

WHEREAS [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer], do hereby authorise [insert complete name of Bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Authorised By: *[to be completed by someone who has the power of attorney for the Bidder]*

Signature _____ Name: _____
:

Position: _____ Date: _____

Authorised for and on behalf of (Company name): (DD/MM/YY)

Company _____
:

Registered

Address:

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY DECLARATION

We, _____ (*Name of Bidder*) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

We have read, understood, and will comply with—

- (a) the Environment Management legal framework or policies in conservation and management of the environment;
- (b) all necessary and appropriate measures to protect and manage the environment;
- (c) all necessary and appropriate measures to conserve natural resources and to promote sustainable utilization of natural resources; and
- (d) all steps and measures necessary for ensuring that social safeguard issues including but not limited to gender, human rights, disability, Child Protection, HIV and AIDS are mainstreamed throughout all construction stages to minimize the negative impacts on the environment, social, health and safety matters

2. AGREE THAT:

In the event that our Bid is successful, we shall, within 15 days from the receipt of the Acceptance Letter comply with the requirements to produce the following environmental, social, health and safety plans as provided in Section 10:- Site Organisation Plan, Mobilisation and Construction Schedule Plan, Code of Conduct for Contractors Personnel Plan, ESHS Management Strategies and Implementation Plan.

Contract negotiations shall only commence if our plans comply with the Malawi standards on the protection and management of the environmental, social, health and safety matters.

We will automatically be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity and any other government entity for a period of twenty-four (24) months starting on the date as may be determined by the Authority if we are in breach of our obligation(s) under the Bid conditions.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [*insert legal capacity of person signing the Bid*]

Name: [*insert complete name of person signing the Bid*]

Duly authorised to sign the Bid for and on behalf of: [*insert complete name of Bidder*]

Dated on _____ day of _____, _____ [*insert date of signing*]

SECTION 5. ELIGIBLE COUNTRIES

Procurement Reference Number: _____

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if—

- (a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any import of Goods from that country or any payments to persons or entities in that country.

SECTION 6. CORRUPTION AND FRAUD

The Malawi Government requires that Procuring and Disposing Entities, as well as Bidders and Suppliers, participating in public procurement, observe the highest standard of ethics during the procurement and execution of such contracts.

- (a) For the purposes of this provision, unless the context otherwise requires—
 - (i) "coercive practices" mean practices intended at harming or threatening to harm, directly or indirectly, a person or a person's asset, to influence that person's participation in a procurement proceeding, or effect the execution of a procurement contract";
 - (ii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, non-competitive levels;
 - (iii) "corrupt practice" has the meaning ascribed to the term in the Corrupt Practices Act (Cap 7:04 of the Laws of Malawi);
 - (iv) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process, the execution of a contract or avoid an obligation;
 - (v) "obstructive practice" means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (b) The Government will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) The Authority shall debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and
- (d) The Procuring and Disposing Entity shall cause every Bidder to acknowledge and sign Anti-Corruption Declaration in this Section under Oath, a confirmation that the Bidder, its subcontractors, joint venture partners, or any other associate has not been convicted or is under investigation on corruption and fraud related cases. Failure to sign the Declaration shall lead to disqualification.

Bidders shall read and understand this provision; and will show acknowledgement of having read and understood the provision by signing compliance Form in this Section/form below:

ANTI-CORRUPTION DECLARATION FORM

We/I, _____ (*Name of Bidder*) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

We have read and understood, and will comply with all applicable laws and policies relating to anti-corruption and fraud.

We shall not, through any of our representatives, agents or any persons associated to us, commit any corruption offence or breach any of the applicable laws and/or provisions. We shall not encourage any corruption elements within our business practices, activities, operations, and transactions.

We have not been convicted nor are we aware that we are subject of any corruption related investigation, inquiry, or enforcement proceedings by the relevant authorities and will report of such investigation as soon as we become aware as reasonably practicable and to the extent permitted by law.

We shall take all measures and implement appropriate measures to ensure compliance with the Anti-Corruption Legal Framework.

We shall report to any relevant Authority, a public officer attempting to solicit a bribe or advantage from us, or any other person connected to us to be awarded a contract.

2. AGREE THAT:

In the event that we are in a confirmed breach of this declaration, the Procuring and Disposing Entity may disqualify the Bid, revoke or terminate the contract if awarded to us without any liability whatsoever on its part, indemnify the Procuring and Disposing Entity for any loss.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid]

Name: [insert complete name of person signing the Bid]

Duly authorised to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

SECTION 7. STATEMENT OF REQUIREMENTS

LIST OF GOODS AND RELATED SERVICES

Procurement Reference Number: [*insert the reference number*]

ITEM NUMBER	DESCRIPTION OF GOODS OR RELATED SERVICE	QUANTITY	UNIT OF MEASURE
	Lot # 1: Building and its Associated Materials		
1.	Cement Blocks 200*400*200	2200	Each
2.	Pointing Sponje	20	Each
3.	Cement 42.5N	600	Each
4.	Scaffolding Poles (Blugum poles)	50	Each
5.	Timber 2*6(50*150*5400)	60	Each
6.	Nails (Assorted 100kgs)	100	kgs
7.	Work suits	60	Each
8.	Gumboots	60	Pairs
9.	Safety Boots	25	Pairs
10.	Quary Dust	200	tons
11.	River Sand for Plastering	200	tons
	LOT # 2: Electrical Materials		
1.	1.5mm2 red	8	coils
2.	1.5mm2 black	6	coils
3.	1.5mm2 green	6	coils
4.	2.5mm2 red	6	coils
5.	2.5mm2 black	6	coils
6.	2.5mm2 green	6	coils
7.	4mm2 flex 4 core	6	coils
8.	Cable tiar	6	pct
9.	Double door 8wayz DB	1	No
10.	Meter board single phase	2	No
11.	Conduits 20mm	40	No
12.	Coupling	100	NO
13.	Nipples	100	No
14.	Round box	80	No
15.	Chasing comble	10	No
16.	Double door feeder pillar	1	No
17.	3phase DB 22ways	2	No
18.	Insulation Tape	6	No
	LOT # 3: Painting and Decoration Materials		
1.	Fresh plaster primer	220	Litres
2.	Undercoat	220	Litres

3.	Acrylic Sheen Coat	220	Litres
4.	High Gloss Paint	220	Litres
5.	Brick Sealer	175	Litres
6.	Turpentine	75	Litres
7.	Hand Brush(6inches 10-5)	20	No
8.	Rolle ring Brush(Inches)	15	No
9.	Crack Filler	15	kgs
10.	High Gloss Paint Black	30	Litres
11.	Multon Cloth (Rolls)	20	Rolls
	LOT # 4: Fabrication and Welding Items		
1.	40X40X 1. 6 mm X 6 meters RHS	180	No
2.	F7 Window Section	175	No
3.	Window Stay Brackets	185	No
4.	Window Peg Brackets	169	No
5.	Window Hinges	289	No
6.	Window Handle Brackets	143	No
7.	15X15X1.6 mm X 6 meters RHS for Glass Fitting	37	No
8.	20X5 mm X 6 meters Flat Bars for Stoppers	60	No
9.	20X20 mm X 6 meters RHS for Burglar Bars	255	No
10.	Red Oxide Primer (Paint)	100	Litres
11.	Thinners	80	Litres
12.	2 inches Paint Brushes	16	No
13.	9 inches Cutting Discs	80	No
14.	9 inches Grinding Discs	15	No
15.	2.5mm Diameter Welding Electrodes	100	Kgs
16.	Flat sheet for door frames (1.2mm*2500*1250 mm)	20	No
	LOT # 5: Carpentry Materials		
1	Timber (2*2)	300	No
2	Timber (2*4)	100	No
3	Wire Nails 3"	80	kgs
4	Wire Nails 4"	40	kgs
5	Concrete Nails 4"	32	kgs
6	Ceiling Boards Nulite (4 - 5mm)	150	kgs
7	Ceiling Nails	40	kgs
8	Fascia board	32	metres- Length
9	Corner Joints	20	each
10	Straight Joints	40	each

The specific conditions for the goods are attached and will form an integral part of any resulting contract.

DELIVERY AND COMPLETION SCHEDULE

The delivery or completion period shall commence from the date of contract award. Refer to Incoterms specified in the ITB or the BDS for the interpretation of the delivery period.

ITEM NUMBER	DESCRIPTION OF GOODS OR RELATED SERVICE	DELIVERY COMPLETION PERIOD (DAYS)	DELIVERY POINT/SITE
LOT # 1	Building Materials	15	TEVETA Regional Service Centre – Centre, Biwi Triangle
LOT # 2	Electrical Materials	15	TEVETA Regional Service Centre – Centre, Biwi Triangle
LOT # 3	Painting Decoration Materials	15	TEVETA Regional Service Centre – Centre, Biwi Triangle
LOT # 4	Fabrication and Welding Items	15	TEVETA Regional Service Centre – Centre, Biwi Triangle
LOT # 5	Carpentry Materials	15	TEVETA Regional Service Centre – Centre, Biwi Triangle

TECHNICAL SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: [*insert the reference number*]

[Column "b" states the minimum technical specification of the item(s) required by the Procuring and Disposing Entity.]

[The Bidder is to complete column "c" with the technical specification of the item(s) offered and to state whether the offered items "comply" or do "not comply" giving details of the areas of compliance and non-compliance respectively.]

ITEM NO.	TECHNICAL SPECIFICATION OF ITEMS REQUIRED INCLUDING APPLICABLE STANDARDS	COMPLIANCE OF SPECIFICATION OFFERED
<i>a</i>	<i>B</i>	<i>c</i>
	Lot # 1: Building Materials	
1	Cement Blocks 200*400*200	
2	Pointing Sponge	
3	Cement 42.5N	
4	Scaffolding Poles (Blugum poles)	
5	Timber 2*6(50*150*5400)	
6	Nails (Assorted 100kgs)	
7	Work suits	
8	Gumboots	
9	Safety Boots	
10	Quarry Dust	
11	River Sand for Plastering	
	LOT # 2: Electrical Materials	
1.	1.5mm2 red	
2.	1.5mm2 black	
3.	1.5mm2 green	
4.	2.5mm2 red	
5.	2.5mm2 black	
6.	2.5mm2 green	
7.	4mm2 flex 4 core	
8.	Cable tie	
9.	Double door 8wayz DB	
10.	Meter board single phase	
11.	Conduits 20mm	
12.	Coupling	
13.	Nipples	
14.	Round box	
15.	Chasing comble	
16.	Double door feeder pillar	
17.	3phase DB 22ways	

ITEM NO.	TECHNICAL SPECIFICATION OF ITEMS REQUIRED INCLUDING APPLICABLE STANDARDS	COMPLIANCE OF SPECIFICATION OFFERED
18.	Insulation Tape	
	LOT # 3: Painting and Decoration Materials	
1	Fresh plaster primer	
2	Undercoat	
3	Acrylic Sheen Coat	
4	High Gloss Paint	
5	Brick Sealer	
6	Turpentine	
7	Hand Brush(6inches 10-5)	
8	Rolling Brush(Inches)	
9	Crack Filler	
10	High Gloss Paint Black	
11	Multon Cloth (Rolls)	
	LOT # 4: Fabrication and Welding Items	
1	40X40X 1. 6 mm X 6 meters RHS	
2	F7 Window Section	
3	Window Stay Brackets	
4	Window Peg Brackets	
5	Window Hinges	
6	Window Handle Brackets	
7	15X15X1.6 mm X 6 meters RHS for Glass Fitting	
8	20X5 mm X 6 meters Flat Bars for Stoppers	
9	20X20 mm X 6 meters RHS for Burglar Bars	
10	Red Oxide Primer (Paint)	
11	Thinners	
12	2 Inches Paint Brushes	
13	9 Inches Cutting Discs	
14	9 Inches Grinding Discs	
15	2.5mm Diameter Welding Electrodes	
16	Flatsheet for Door Frames (1.2mm*2500*1250 mm)	
	LOT # 5: Carpentry Materials	
1	Timber(2*2)	
2	Timber (2*4)	
3	Wire Nails 3"	
4	wire Nails 4"	
5	Concrete Nails 4"	

ITEM NO.	TECHNICAL SPECIFICATION OF ITEMS REQUIRED INCLUDING APPLICABLE STANDARDS	COMPLIANCE OF SPECIFICATION OFFERED
6	Ceiling Boards Nulite (4- 5 mm)	
7	Ceiling Nails	
8	Fascia board	
9	Corner Joints	
10	Straight Joints	

The detailed technical evaluation will examine the technical specifications of the items offered in column "c" and determine or verify whether they meet the minimum specifications required in column "b". Bidders must complete column "c" or the Bid will be rejected. Bidders are required to include technical literature to support the details provided in column "c".

DRAWINGS

Procurement Reference Number: [*insert the reference number*]

LIST OF RELATED DRAWINGS		
DRAWING NUMBER	DRAWING NAME	PURPOSE

HANDLING ALTERNATIVE BIDS

(Performance Requirement and Compliance Sheet)

Procurement Reference Number: *[insert the reference number]*

[Column "b" states the minimum Performance Requirements of the item(s) required by the Procuring and Disposing Entity.]

[The Bidder is to complete column "c" with the performance requirements of the item(s) offered and to state whether performance of the offered items "comply" or do "not comply" giving details of the areas of compliance and non-compliance respectively.]

ITEM NO.	PERFORMANCE REQUIREMENT INCLUDING APPLICABLE STANDARDS	COMPLIANCE OF PERFORMANCE REQUIREMENTS
<i>a</i>	<i>B</i>	<i>c</i>
1	Meet the objectives and/or performance requirements prescribed in the Statement of Requirements	
2	Be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document	
3	Clearly state the benefits of the alternative Bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit	
4	Provide a separate Bid Security or Bid Securing Declaration	

The detailed technical evaluation will examine the Performance Requirements of the items offered in column "c" and determine or verify whether this meets the minimum Performance Requirements required in column "b". Bidders must

complete column "c" or the Bid will be rejected. Bidders are required to include technical literature to support the details provided in column "c".

SECTION 8 GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 The following words and expressions shall have the meanings hereby assigned to them—

(a) "Contract" means the Agreement entered into between the Procuring and Disposing Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto;

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;

(d) "Day" means calendar day;

(e) "Delivery" means the transfer of the Goods from the Supplier to the Procuring and Disposing Entity in accordance with the terms and conditions set forth in the Contract;

(f) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;

(g) "Eligible Countries" means the countries and territories eligible as listed in Section 5 of the Bidding Document;

(h) "ESH" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety;

(i) "GCC" means the General Conditions of Contract;

(j) "Goods" means all the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring and Disposing Entity under the Contract;

(k) "Procuring and Disposing Entity" means the entity purchasing the Goods and Related Services, as specified in the SCC;

(l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;

(m) "SCC" means the Special Conditions of Contract;

(n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

(o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier; and

(p) "The Site," where applicable, means the place named in the SCC.

2. INTERPRETATION

2.1 In interpreting these General Conditions of Contract—

- (a) singular includes plural;
- (b) male also means female or neuter, and the other way around;
- (c) headings have no significance;
- (d) words have their normal meaning under the language of the Contract unless specifically defined; and
- (e) the Project Manager will provide instructions clarifying queries about these General Conditions of Contract.

2.2 If sectional completion is specified in the Special Conditions of Contract, references in the General Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority—

- (a) Agreement;
- (b) Notice of Award;
- (c) Contractor's Bid;
- (d) Special Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Specifications;
- (g) Drawings;
- (h) Bill of Quantities or Activity Schedule; and
- (i) any other document listed in SCC as forming part of the Contract.

2.4 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. CORRUPTION AND FRAUD

3.1 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-Corruption legal framework.

3.2 In line with the existing anti-corruption law, regulations and policy, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the Bidding documents as part of the qualification criteria

4. LANGUAGE

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring and Disposing Entity, shall be written in English.

4.2 Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4.3 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. JOINT VENTURE, CONSORTIUM OR ASSOCIATION

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring and Disposing Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring and Disposing Entity.

6. ELIGIBILITY OF GOODS AND RELATED SERVICES

6.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and regulations of the Government of Malawi.

6.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

7. ENVIRONMENTAL AND SOCIO-ECONOMIC POLICIES

- 7.1 A Bidder shall ensure that it undertakes all required measures that would not expose the environment to any danger of degradation in the course of executing the contract. In addition, the goods, and related services shall not be a threat to the environment in any way. That is, the Bidder should commit that its operations comply with environmental protection, policies, laws and regulations applicable to both in Malawi and other countries as well as policies for the promotion of sustainable development.
- 7.2 A Bidder shall ensure that it complies with all policies, programs and interventions on restrictions on Sexual Exploitation / prohibition policies, laws and regulations applicable in Malawi and international conventions/agreements on gender equality
- 7.3 The Bidder shall ensure that it undertakes its operations in compliance with all relevant policies, regulations, and laws both national and international that do not violate children's rights and Child Labour

8. NOTICES

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Malawi.

10. SETTLEMENT OF DISPUTES

- 10.1 The Procuring and Disposing Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. SCOPE OF SUPPLY

- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Statement of Requirements.
- 11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably

inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. DELIVERY AND ACCEPTANCE

Subject to GCC -Clause 3.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. Once delivered goods are certified to be in the right quantity and quality, the Procuring and Disposing Entity shall issue an Acceptance Certificate.

13. SUPPLIER'S RESPONSIBILITIES

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 13, and the Delivery and Completion Schedule, as per GCC Clause 14.

14. PROCURING AND DISPOSING ENTITY'S RESPONSIBILITIES

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring and Disposing Entity shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner

14.2 The Procuring and Disposing Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 16.1.

15. CONTRACT PRICE

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, except price adjustments authorised in the SCC.

16. TERMS OF PAYMENT

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 A Supplier's request for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 14 and upon fulfilment of all the obligations stated in the Contract.

16.3 The Procuring and Disposing Entity shall make payments promptly, and in any case, no later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and the Procuring and Disposing Entity has accepted it.

16.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in SCC.

17. TAXES AND DUTIES

17.1 For goods supplied from outside the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Malawi, except for those specified in SCC.

17.2 For goods supplied from within the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring and Disposing Entity.

18. PERFORMANCE SECURITY

18.1 The Supplier shall, within thirty (30) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.

18.2 The proceeds of the performance security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring and Disposing Entity, and shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

18.4 The performance security shall be discharged by the Procuring and Disposing Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. COPYRIGHT

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring and Disposing Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring and Disposing Entity directly or through the Supplier by any

third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. CONFIDENTIAL INFORMATION

20.1 The Procuring and Disposing Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from the Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this clause.

20.2 The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring and Disposing Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that—

(a) the Procuring and Disposing Entity or Supplier need to share with any other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. SUBCONTRACTING

21.1 Where the Supplier engages sub-contractors, such subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. SPECIFICATIONS AND STANDARDS

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract; and

(b) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring and Disposing Entity and shall be treated in accordance with GCC Clause 33

23. PACKING AND DOCUMENTS

23.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring and Disposing Entity.

24. INSURANCE

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. TRANSPORTATION

Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Statement of Requirements.

26. INSPECTIONS AND TESTS

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring and Disposing Entity carry out all such tests/or inspections of the Goods and Related Services as are specified in the Statement of Requirements. The Supplier shall provide the Procuring and Disposing Entity with a report of the results of any such test and/or inspection.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, or at the final destination of the goods, or in another place in the Republic of Malawi as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.
- 26.3 The Procuring and Disposing Entity or its designated representative shall be entitled to attend the tests or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring and Disposing Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring and Disposing Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring and Disposing Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring and Disposing Entity may reject any Goods or any part thereof that fail to pass any test or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring and Disposing Entity, and shall repeat the test and/or inspection, at no cost to the Procuring and Disposing Entity.
- 26.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring and Disposing Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.2, shall release the Supplier from any warranties or other obligations under the Contract.

27. LIQUIDATED DAMAGES

Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring and Disposing Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to GCC Clause 35.

28. WARRANTY

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 23.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Malawi.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring and Disposing Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring and Disposing Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring and Disposing Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring and Disposing Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring and Disposing Entity may have against the Supplier under the Contract.

29. PATENT INDEMNITY

29.1 The Supplier shall, subject to the Procuring and Disposing Entity's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring and Disposing Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses,

damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring and Disposing Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of—

(a) the installation of the Goods by the Supplier or the use of the Goods in Malawi; and

(b) the sale in any country of the products produced by the Goods.

29.2 If any proceedings are brought or any claim is made against the Procuring and Disposing Entity arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring and Disposing Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring and Disposing Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 The Procuring and Disposing Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring and Disposing Entity.

30. LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct—

(a) the Supplier shall not be liable to the Procuring and Disposing Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring and Disposing Entity; and

(b) the aggregate liability of the Supplier to the Procuring and Disposing Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring and Disposing Entity with respect to patent infringement.

31. CHANGE IN LAWS

Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law

is enacted, promulgated, abrogated, or amended in the place of the Republic of Malawi where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. FORCE MAJEURE

32.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. MODIFICATION ORDERS AND CONTRACT AMENDMENTS

33.1 The Procuring and Disposing Entity may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following—

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring and Disposing Entity;
- (b) the method of shipment or packing;
- (c) the place of delivery; or
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.

33.3 Any claims by the Supplier for adjustment under this Clause must be made within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring and Disposing Entity's change order.

33.4 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. EXTENSIONS OF TIME

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 14, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of the delay, its likely duration, and its cause.

34.2 As soon as practicable after receipt of the Supplier's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.3 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. TERMINATION

35.1 Termination for Default—

(a) The Procuring and Disposing Entity, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part—

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Procuring and Disposing Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring and Disposing Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services

similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring and Disposing Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated; and

- (c) If the Supplier, in the judgment of the Procuring and Disposing Entity has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 TERMINATION FOR INSOLVENCY

The Procuring and Disposing Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring and Disposing Entity.

35.3 TERMINATION FOR CONVENIENCE

- (a) The Procuring and Disposing Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective; and
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring and Disposing Entity at the Contract terms and prices. For the remaining Goods, the Procuring and Disposing Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. ASSIGNMENT

Neither the Procuring and Disposing Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION 9. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

GCC clause reference	Special Conditions
GCC 1.1(k)	The Procuring and Disposing Entity is: TEVETA
GCC 1.1 (p)	The Site is: Mgayi Technical College
GCC 4.1	The language of Bid shall be: English
GCC 5.1	Parties to the Joint Venture shall be : liable
GCC 6.1	Goods and related services supplied under the Contract shall have:
GCC 8.1	For <u>notices</u>, the Procuring and Disposing Entity's address shall be: Attention: Head of Procurement and Asset Disposal Street Address: Name of Building: TEVETA House Floor/ Room number: PDU City: Lilongwe Postal Address / Post Code: 207213 Telephone: Email address: procurement@tevetamw.com For <u>notices</u>, the Supplier's address shall be: Attention: Street Address: Name of Building: Floor/ Room number: City: Postal Address / Post Code: Telephone: Email address:
GCC 9.1	The governing law shall be: Malawi Law

GCC clause reference	Special Conditions
GCC 10.2	The formal mechanism for the resolution of disputes shall be: Arbitration
GCC 11.1	The scope of supply shall be defined in: Statement of Works
GCC 12.1	The shipping and other documents to be furnished by the Supplier are:
GCC 15.2	The price adjustment shall be: N/A
GCC 16.1	The terms of payment shall be: N/A
GCC 17.1	The Supplier shall be responsible for all import duties and taxes except for the following: N/A
GCC 17.2	The Supplier shall be responsible for all duties and taxes imposed by law in Malawi on the Goods except for the following: N/A
GCC 18.1	The amount of the Performance Security shall be: N/A
GCC 18.3	The types of acceptable Performance Securities are: N/A
GCC 18.4	Discharge of Performance Security shall take place: N/A
GCC 23.2	The packing, marking and documentation within and outside the packages shall be:
GCC 24.1	The insurance coverage shall be:
GCC 25	Responsibility for transportation of the Goods shall be: The Contractor (Supplier)
GCC 27.1	Liquidated damages shall be:05% % per week The maximum total percentage for liquidated damages shall be:
GCC 28.3	The period of validity of the Warranty shall be: 12 Months
GCC 28.5	The repair or replacement period will be: 5 days

SECTION 10. CONTRACT FORMS

AGREEMENT

THIS AGREEMENT made the day of , 20 , between
..... of (hereinafter called "the Procuring and
Disposing Entity") the one part, and of
(hereinafter called the "Supplier"), of the other part:

WHEREAS, the Procuring and Disposing Entity—

- (a) invited Bids for certain Goods and Related Services, viz.,
.....; and
- (b) has accepted a Bid by the Supplier for the supply of those Goods and
Related Services in the sum of
..... (hereinafter the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the Statement of Requirements;
 - (d) the Bid Submission Sheet and the Price Schedules submitted by the Supplier; and
 - (e) the Procuring and Disposing Entity's Notification to the Supplier of award of Contract.
3. In consideration of the payments to be made by the Procuring and Disposing Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring and Disposing Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring and Disposing Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

for the Procuring and Disposing Entity

Namein the capacity of

Signature.....

WitnessSignature.....

For and on behalf of the Supplier

Name in the capacity of

Signature.....

Witness

Signature

PERFORMANCE SECURITY

Date:

Procurement Reference Number:

To:

WHEREAS (hereinafter called the "Supplier") has undertaken, pursuant to Contract No. dated, 20 to supply (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in, (hereinafter called the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the day of, 20.....

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Authorised By: [*to be completed by someone who has the power of attorney for the Bidder*]

Signature _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of (Company name): (DD/MM/YY)

Company _____

Registered Address: _____

Note to Bidders: The Advance Payment Security should be on the letterhead of the issuing Bank and should be signed by a person with the proper authority to sign documents that are binding on the Bank.

ADVANCE PAYMENT SECURITY

Date: *[insert date (as day, month, and year) of Advance Payment Security]*

...../...../.....

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Client]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Supplier]* (hereinafter called the "Supplier") shall deposit with the Client a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter the "Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Client on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert day and month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Name: *[insert complete name of person signing the Security]*
.....

In the capacity of *[insert legal capacity of person signing the Security]*

.....

Signed: *[signature of person whose name and capacity are shown above]*

.....

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Bank]*

Dated on _____ day of _____, _____ [*insert date of signing*]