



**Bidding Document**  
**for the**  
**Procurement of Non-Consulting Services and Related Goods**  
**by**  
**National Competitive Bidding**

**Subject of Procurement:** Provision of Car Hiring Services under Framework Agreement

**Procurement Reference Number:** MW-PPPC-454353-NC-RFB

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# Section 1: Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 The Procurement and Disposal Entity indicated in the Bid Data Sheet (BDS), invites bids by the issue of this Bidding Document for the provision of Non-Consultancy Services as specified in Section 6, Statement of Requirements. 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 Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form with proof of receipt;
  - (b) if the context so requires, singular means plural and vice versa; and
  - (c) “day” means calendar day.

#### 2. Source of Funds

- 2.1 The Procurement and Disposal Entity has an approved budget from public funds toward the cost of the procurement described in the BDS. The Procurement and Disposal Entity intends to use these funds to place a contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by the Procurement and Disposal Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procurement and Disposal Entity.

#### 3. Fraud and Corruption

- 3.1 The Government requires that Procurement and Disposal Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means –
      - (A) the offering, giving, receiving, obtaining or soliciting of any advantage to influence the action of any public officer or any official or any other person;
      - (B) influence peddling;
      - (C) the extortion of any advantage;  
in the procurement process or in contract execution.
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procurement and Disposal Entity, designed to establish prices at artificial, noncompetitive levels; and

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) 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; and
- (c) will 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.

#### **4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB Sub-Clause 4.5 - 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, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.2 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they are 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 services to be procured under this Invitation for Bids.
- 4.4 A firm that has been debarred by the Office of the Director of Public Procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be ineligible.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency (directly or indirectly) of the Procurement and Disposal Entity or the Government of Malawi.
- 4.6 Bidders shall provide such evidence of their eligibility, satisfactory to the Procurement and Disposal Entity, to verify that the bidder:
  - (i) has the legal capacity to enter into a contract;
  - (ii) 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
  - (iii) has fulfilled their obligations to pay taxes according to the tax laws of their country of registration.

4.7 In order to demonstrate compliance with the criteria in ITB Sub-Clause 4.6, a Bidder shall submit with its Bid:

- (i) a copy of its annual tax clearance certificate;
- (ii) appropriate documentary evidence demonstrating its compliance; and
- (iii) such other documentary evidence as may be specified in the BDS.

## **5. Eligible Services and Related Goods**

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

5.2 For purposes of this Clause, the term “services” includes insurance, security, cleaning, repair and maintenance of office equipment, machinery, industrial plants and “related goods” include security equipment, cleaning materials, etc

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

#### **Part 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Methodology and Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

#### **Part 2 Statement of Requirements**

- Section 6 Statement of Requirements

#### **Part 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

6.2 The Invitation to Bid is not part of the Bidding Document.

6.3 The Procurement and Disposal Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procurement and Disposal Entity. Bidding Documents not obtained from the Procurement and Disposal Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procurement and Disposal Entity on a Bidder’s behalf, the Bidder’s name must be registered with the Procurement and Disposal Entity at the time of sale and issue.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## **7. Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procurement and Disposal Entity in writing at the Procurement and Disposal Entity's address indicated in the BDS. The Procurement and Disposal Entity will 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. The Procurement and Disposal Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procurement and Disposal Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 25.2.

## **8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Procurement and Disposal 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 Procurement and Disposal Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procurement and Disposal Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

### **C. Preparation of Bids**

## **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procurement and Disposal Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procurement and Disposal Entity, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they 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. Preparation of Bids**

- 11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information.
- 11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

## **12. Documents Comprising the Bid**

- 12.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 15, and 16;



- (b) Bid Security, if applicable, in accordance with ITB Clause 22;
- (c) alternative bids, if permissible, in accordance with ITB Clause 14;
- (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23;
- (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB Clause 18, that the Services and Related Goods to be provided by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB Clauses 19 and 31, that the Services and Related Goods conform to the Bidding Documents;
- (h) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other document required in the BDS.

### **13. Bid Submission Sheet and Price Schedules**

13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. This 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, which includes:

- (a) the reference of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Services and Related Goods 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, if 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 ITB Clause 14;
- (i) confirmation that the Bidder has not been debarred by the Director of Public Procurement;
- (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 of the bidder, and
- (m) an authorised signature.

13.2 The Bidder shall submit the Price Schedules for the Services and Related Goods, indicating their origin as appropriate, using the forms furnished in Section 4, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:

- (a) the item number;
- (b) a brief description of the Services and Related Goods to be provided;
- (c) their country of origin;
- (d) quantity;

- (e) unit prices;
- (f) all taxes paid or payable in Malawi;
- (g) total price per item;
- (h) subtotals and totals per Price Schedule; and
- (i) authorised signature.

#### **14. Alternative Bids**

14.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

#### **15. Bid Prices and Discounts**

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

15.2 All items in the Statement of Requirements must 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 ITB Sub-Clause 32.3

15.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c), shall be the total price of the Bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).

15.5 Prices proposed on the Price Schedule Forms for the Services and Related Goods shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Procurement and Disposal Entity. This shall not in any way limit the Procurement and Disposal Entity's right to contract on any of the terms offered:

- (a) For services
  - (i) the price of the services;
  - (ii) all taxes already paid or payable on the services if the contract is awarded to the Bidder; and
  - (iii) the total price for the service.
- (b) For related goods:
  - (i) the price of the goods shall be quoted CIP named port of destination, or as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;
  - (ii) all taxes already paid or payable on the goods or on the components and raw materials used in the manufacture or assembly if the contract is awarded to the Bidder; and
  - (iii) the total price for the goods.

15.6 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. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the BDS, prices quoted by the Bidder are 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.

15.7 If so indicated in ITB 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 ITB Sub-Clause 15.4, provided the bids for all lots are submitted and opened at the same time.

15.8 If so indicated in ITB 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 ITB Sub-Clause 15.4, provided the bids for all lots are submitted and opened at the same time.

## **16. Currencies of Bid**

16.1 For Services and Related Goods that the Bidder will provide from inside Malawi the prices shall be quoted in Malawi Kwacha, unless otherwise specified in the BDS.

16.2 For Services and Related Goods that the Bidder will provide from outside Malawi prices shall be expressed in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from the currency of Malawi.

## **17. Documents Establishing the Eligibility of the Bidder**

17.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms.

## **18. Documents Establishing the Eligibility of Services and Related Goods**

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

## **19. Documents Establishing the Conformity of the Services and Related Goods to the Bidding Documents**

19.1 To establish the conformity of the Services and Related Goods to the Bidding Documents, the Bidder shall furnish as part of its bid, the documentary evidence specified in Section 6, Statement of Requirement.

19.2 The documentary evidence on technical and professional qualifications.

## **20. Documents Establishing the Qualifications of the Bidder**

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

## **21. Period of Validity of Bids**

21.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procurement and Disposal Entity. A bid valid for a shorter period shall be rejected by the Procurement and Disposal Entity as non-responsive.

21.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procurement and Disposal Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.

21.3 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.

## **22. Bid Security**

22.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.

22.2 The bid security shall be in any of the following forms:

- (a) a bank guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified cheque or payable order;

all from a reputable source in an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format, acceptable to the Procurement and Disposal Entity. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eighty (28) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

22.3 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 22.1, shall be rejected by the Procurement and Disposal Entity as non responsive.

22.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 45.

22.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security, where applicable.

22.6 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 ITB Sub-Clause 21.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 44;
  - (ii) furnish a performance security in accordance with ITB Clause 45; or
  - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 32.5.

### **23. Format and Signing of Bid**

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 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.

23.2 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. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. 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 unamended printed literature, shall be signed or initialled by the person signing the bid.

23.3 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**

### **24. Sealing and Marking of Bids**

24.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 14, 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.

24.2 The inner and outer envelopes shall:

- (a) be addressed to the Procurement and Disposal Entity in accordance with ITB Sub-Clause 25.1;
- (b) bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;

24.3 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 ITB Clause 26.1.

24.4 If all envelopes are not sealed and marked as required, the Procurement and Disposal Entity shall assume no responsibility for the misplacement or premature opening of the bid.

### **25. Deadline for Submission of Bids**

25.1 Bids must be received by the Procurement and Disposal Entity at the address and no later than the date and time indicated in the BDS.

25.2 The Procurement and Disposal Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procurement and Disposal Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **26. Late Bids**

26.1 The Procurement and Disposal Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Procurement and Disposal Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## **27. Withdrawal, Substitution, and Modification of Bids**

27.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 23.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
- (b) Received by the Procurement and Disposal Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

27.3 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.

## **28. Bid Opening**

28.1 The Procurement and Disposal Entity shall conduct the bid opening in the presence of Bidders’ designated representatives who may choose to attend, and at the address, date and time specified in the BDS.

28.2 First, 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. 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. Next, 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. 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.

28.3 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, if permitted in the BDS; the presence of a bid security, if required; and any other details as the Procurement and Disposal Entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 26.1.

28.4 The Procurement and Disposal Entity will prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. 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 may be provided to Bidders upon request.

### **E. Evaluation and Comparison of Bids**

#### **29. Confidentiality**

29.1 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.

29.2 Any effort by a Bidder to influence the Procurement and Disposal Entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions shall result in the rejection of its bid.

29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procurement and Disposal Entity on any matter related to the bidding process, it should do so in writing.

#### **30. Clarification of Bids**

30.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Procurement and Disposal Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procurement and Disposal Entity shall not be considered. The Procurement and Disposal Entity's request for clarification and the response shall be in writing. 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 Procurement and Disposal Entity in the evaluation of the bids, in accordance with ITB Clause 32.

#### **31. Responsiveness of Bids**

31.1 The Procurement and Disposal Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

31.2 A substantially responsive bid is 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 Services and Related Goods specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procurement and Disposal 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.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procurement and Disposal Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **32. Nonconformities, Errors, and Omissions**

32.1 Provided that a bid is substantially responsive, the Procurement and Disposal Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

32.2 Provided that a bid is substantially responsive, the Procurement and Disposal 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.

32.3 Provided that a bid is substantially responsive, the Procurement and Disposal 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 method indicated in the BDS.

32.4 Provided that the bid is substantially responsive, the Procurement and Disposal Entity shall correct arithmetical errors on the following basis:

- (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 in the opinion of the Procurement and Disposal Entity 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.

32.5 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 may be forfeited.

## **33. Preliminary Examination of Bids- Eligibility and Administrative Compliance**

33.1 The Procurement and Disposal Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.



33.2 The Procurement and Disposal Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the bid shall be rejected.

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

### **34. Detailed Commercial and Technical Evaluation**

34.1 The Procurement and Disposal Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

34.2 The Procurement and Disposal Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Documents, have been met without any material deviation or reservation.

34.3 If, after the examination of the terms and conditions and the technical evaluation, the Procurement and Disposal Entity determines that the bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the bid.

### **35. Conversion to Single Currency**

35.1 For evaluation and comparison purposes, the Procurement and Disposal Entity shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

### **36. Margin of Preference**

36.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. Where a Margin of Preference applies the details to be applied shall be listed in Section 3 Evaluation Methodology and Criteria.

### **37. Financial Comparison of Bids**

37.1 The Procurement and Disposal Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

37.2 To financially evaluate a bid, the Procurement and Disposal 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.

37.3 To financially evaluate a bid, the Procurement and Disposal Entity shall consider the following:

- (a) the bid price;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.4;

- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.3;
- (d) adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 32.3;
- (e) application of all the evaluation factors indicated in Section 3, Evaluation Methodology and Criteria; and
- (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36.

**38. Determination of lowest evaluated bid**

38.1 The Procurement and Disposal Entity shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 15.6.

**39. Post-qualification of the Bidder**

39.1 The Procurement and Disposal Entity shall determine to its satisfaction 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 upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20, to clarifications in accordance with ITB Clause 30 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

39.3 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 Procurement and Disposal Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**40. Procurement and Disposal Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

40.1 The Procurement and Disposal 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 Procedure**

41.1 The Procurement and Disposal Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**42. Procurement and Disposal Entity's Right to Vary Quantities at Time of Award**

42.1 At the time the Contract is awarded, the Procurement and Disposal Entity reserves the right to increase or decrease the amount of Services and Related Goods originally specified in Section 6, Statement of Requirements, 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. Notification and Acceptance of Award**

- 43.1 Prior to expiry of the period of bid validity, the Procurement and Disposal Entity shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Procurement and Disposal Entity shall also notify all other Bidders of the results of the bidding.
- 43.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.3 The Procurement and Disposal Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.

### **44. Signing of Contract**

- 44.1 Promptly after notification, the Procurement and Disposal Entity shall send the successful Bidder the contract documents and the Special Conditions of Contract.
- 44.2 Within thirty (30) days of receipt of the contract documents, the successful Bidder shall sign, date, and return it to the Procurement and Disposal Entity.

### **45. Performance Security**

- 45.1 Within thirty (30) days of receipt of notification of award from the Procurement and Disposal Entity, the successful Bidder shall furnish the performance security in the amount and form specified in the BDS and SCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Procurement and Disposal Entity.
- 45.2 Failure of the successful Bidder to submit the above-mentioned 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 Procurement and Disposal Entity may award the Contract to the next lowest evaluated Bidder whose bid is substantially responsive and is determined by the Procurement and Disposal Entity to be qualified to perform the Contract satisfactorily.

# Annexure A - Fraud and Corruption

(Shall not be modified)

## 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

## 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) 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; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Section 2: Bid Data Sheet (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB			
<b>A. General</b>				
<b>ITB 1.1</b>	The Procurement and Disposal Entity is: <b>The Public Private Partnership Commission</b>			
<b>ITB 1.1; 2.1 and 24.2(b)</b>	The subject of the procurement is: <b>Provision of Car Hiring Services under framework Agreement</b>			
<b>ITB 1.1 and 24.2(b)</b>	The Procurement Reference Number is: <b>MW-PPPC-454353-NC-RFB</b>			
<b>ITB 1.1</b>	The number and identification of Lots in this Bidding Document is: Two as follows:			
	<b>Lot</b>	<b>Description of Services or Related Goods</b>	<b>Quantity</b>	<b>Service Delivery Period</b>
	1	4X4 Double Cabin Motor Vehicle with Canopy	One (1)	Twenty-Four (24) Calendar months (under Framework Agreement)
	2	4X4 Seven (7) Seater Sport Utility Vehicle (SUV)	One (1)	Twenty-Four (24) Calendar months (under Framework Agreement)
	(a) Bidders may bid for a single Lot or a combination of all the Lots			
	(b) Bidders are requested to clearly indicate the Lot they are bidding for, and contracts will be awarded for each Lot			
<b>ITB 1.2</b>	The Bidding Document is issued under Procurement Method: <b>National Competitive Bidding</b>			
<b>B. Bidding Documents</b>				

Instructions to Bidders (ITB) reference	Data relevant to ITB
<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Procurement and Disposal Entity's address is,</p> <p>Attention: <b>The Procurement and Disposal Unit The Public Private Partnership Commission P.O, Box 937 Blantyre</b></p> <p>Floor/Room number: <b>2<sup>nd</sup> Floor, Livingstone Towers</b></p> <p>Street Address: <b>Glyn Jones Road</b></p> <p>City: <b>Blantyre</b></p> <p>Country: <b>Malawi</b></p> <p>Telephone: <b>+265 1 823 655</b></p> <p>Facsimile number: <b>+265 1 821 248</b></p> <p>E mail address: <a href="mailto:procurement@pppc.mw">procurement@pppc.mw</a> / <a href="mailto:info@pppc.mw">info@pppc.mw</a></p>
<b>C. Preparation of Bids</b>	
<b>ITB 12.1 (i)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><b>(a) Certificate of Incorporation</b></p> <p><b>(b) Latest Tax Clearance Certificate</b></p>
<b>ITB 14.1</b>	Alternative bids <b>shall not</b> be considered.
<b>ITB 15.5</b>	The Incoterms edition is: <b>2020</b>
<b>ITB 15.5</b>	For Related Goods, the Bidder shall quote prices using the following Incoterms: <b>DDP 2020</b>
<b>ITB 15.6</b>	The prices quoted by the Bidder shall be: <b>Fixed for a period of one year</b> and adjustment in the subsequent year may be made based on annual inflation rate as published by National Statistics Office
<b>ITB 16.1</b>	For Services and Related Goods originating in Malawi, the currency of the bid shall be: <b>Malawi Kwacha</b>
<b>ITB 21.1</b>	The bid validity period shall be: <b>120 days.</b>
<b>ITB 22.1</b>	<p>A bid security <b>shall not</b> be required.</p> <p>A Bid Securing Declaration Form <b>shall be</b> required</p>
<b>D. Submission and Opening of Bids</b>	

Instructions to Bidders (ITB) reference	Data relevant to ITB
<b>ITB 23.1</b>	In addition to the original of the bid, the number of copies required is: <b>Four (4)</b>
<b>ITB 23.2</b>	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>
<b>ITB 25.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Procurement and Disposal Entity's address is:</p> <p>Attention: <b>The Chairperson</b>  <b>Internal Procurement and Disposal Committee</b>  <b>The Public Private Partnership Commission</b>  <b>P O Box 937</b>  <b>Blantyre</b></p> <p>Floor/Room number: <b>2<sup>nd</sup> Floor, Livingstone Towers</b></p> <p>Post Office Box: <b>937</b></p> <p>City: <b>Blantyre</b></p> <p>Country: <b>Malawi</b></p> <p><b>The deadline for bid submission is:</b>  <b>Date:</b> 8<sup>th</sup> January 2025 <b>Time:</b> 10:00am</p>
<b>ITB 28.1</b>	<p>The <b>bid opening</b> shall take place at:</p> <p align="center"><b>Public Private Partnership Commission Boardroom</b></p> <p>Floor/Room number: <b>2<sup>nd</sup> Floor, Livingstone Towers</b></p> <p>City: <b>Blantyre</b></p> <p>Country: <b>Malawi</b></p> <p>Date: <b>8<sup>th</sup> January 2025</b></p> <p>Time: <b>10:00am soon after close of bid submission</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.3</b>	The methodology to adjust the price to reflect the price of the missing or nonconforming item or component is: <b>the highest price offered by a technically qualified bidder shall be added</b>



<b>Instructions to Bidders (ITB) reference</b>	<b>Data relevant to ITB</b>
<b>ITB 35.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Malawi Kwacha</b>  The source of exchange rate shall be: <b>The Reserve Bank of Malawi</b>  The date for the exchange rate shall be: <b>date of bid opening</b>
<b>ITB 36.1</b>	A margin of preference <b>shall not</b> apply.
<b>F. Award Procedure</b>	
<b>ITB 42.1</b>	The percentage by which quantities may be increased is: 15% The percentage by which quantities may be decreased is: 15%
<b>ITB 45.1</b>	Performance Security <b>shall not be</b> required

## Section 3: Evaluation Methodology and 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 Procurement and Disposal 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.

### A Evaluation Methodology

#### 1 Methodology Used

- 1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance methodology.

#### 2 Summary of Methodology

- 2.1 The Technical Compliance methodology recommends the lowest evaluated bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
  - (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
  - (c) a financial comparison to compare prices of the eligible, compliant, responsive bids received and determine the lowest evaluated bid.
- 2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration.

### B Preliminary Examination Criteria

#### 3 Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.
- 3.2 The documentation required to provide evidence of eligibility shall be:-
- (a) a declaration in the Bid Submission Sheet that the Bidder has not been debarred by the Director of Public Procurement and Disposal of Assets Authority; and,
  - (b) a declaration in the Bid Submission Sheet that the Bidder is not insolvent, in receivership, bankrupt or being wound up;
  - (c) a declaration that any of the Directors or officers have not been convicted of any criminal offence relating to obtaining or attempting to obtain a contract or sub contract.
  - (d) a declaration that the Bidder is not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to its participation in any public procurement process. }
  - (e) a copy of the Bidder's tax clearance certificate or equivalent;

**4 Administrative Compliance Criteria**

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 33.1 and 33.2.

**C Detailed Evaluation**

**5. Commercial and Technical Evaluation**

- 5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 34. The criteria shall be:
- (a) acceptance of the terms and conditions specified in the GCC and SCC;
  - (b) compliance to the statement of requirements (technical specifications)

**D Financial Comparison**

**6. Costs to be included in Bid Price**

- 6.1 The financial comparison shall be conducted in accordance with ITB Clause 37. The costs to be included in the bid price are:
- (a) the unit and total rates in the Price Schedule;
  - (b) taxes, duties and levies;
  - (c) discounts, adjustments if any.
  - (d) margin of preference, if applicable.

**7 Determination of Lowest Evaluated Bid**

- 7.1 The bid with the lowest price, among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid. {and recommended for award of contract]

**E post-qualification**

- 8 The lowest evaluated bid shall be post qualified on the basis of;
- (a) copy of the Bidder's Certificate of Registration or equivalent;
  - (b) a copy of the Bidder's Business Licence or equivalent;
  - (c) past performance of the bidder;
  - (d) availability of staff and equipment {and qualification of key staff};
  - (e) financial capacity to perform the contract

## Section 4: Bidding Forms

### Table of Forms

#### 4.1 Standard Bid Forms

- 4.1.1 Bid Submission Sheet.
- 4.1.2 Bid Security.
- 4.1.3 Price Schedule
- 4.1.4 Qualification Form.

*[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its bid]*

### **4.1.1 Bid Submission Sheet**

Date: *[insert date (as day, month and year) of bid submission]*

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

To: *[insert complete name of Procurement and Disposal Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Bidding Document for the *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the amounts and currency]*;
- (d) 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 Document, and it shall remain binding upon us and may be accepted at any time before the expiry of that period;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (g) We undertake to abide by the provisions of the Public Procurement Act, 2003 and its subsidiary legislation on the conduct of bidders during the procurement process and the execution of any resulting contract;
- (h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*;

<b>Name and address of Recipient</b>	<b>Purpose/Reason</b>	<b>Currency and Amount</b>

*[If none has been paid or is to be paid, indicate “none”]*

- (i) We are not participating, as Bidders, in more than one bid in this bidding process;
- (j) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.3;

- (k) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract have not been debarred by the Director of Public Procurement from participating in public procurement;
- (l) We, including any subcontractors or providers for any part of the contract or contracts resulting from this pre-qualification process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;
- (m) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;
- (n) We understand that this Bid, together with your written Notification of Award shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

;

**4.1.2**

**Bid Security Declaration Form**  
**[Input of Information to be completed by Bidder]**

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

Date: *[insert date ( as day, month and year) of bid submission]*

NCB No.: *[insert number of bidding process]*

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

To: *[insert complete name of Procurement and Disposal 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 Procurement and Disposal Entity and/or any other government entity for a period of **24 months** starting on the date as may be determined by the Government of Malawi if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our bid during the period of bids validity specifies by us in the Bid Data Sheet; or
  - (b) having been notified of the acceptance of our bid by the Procurement and Disposal Entity during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with 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 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.

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

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

Duly authorized to sign the bid for and on behalf of *[insert complete name of Bidder]*

Date: on ..... day of .....,..... *[insert date of signing]*

Witnessed By *[insert name of witness]* in capacity of *[insert designation of witness]*

**Bidding Forms**

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Date: on ..... day of .....,..... *[insert date of signing*



### 4.1.3 Price Schedule

Date: *[insert date (as day, month and year) of bid submission]*

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

Name of Bidder: *[Insert the name of the Bidder]*

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Local Taxes				
<b>Total bid price</b>				

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

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

In the capacity of *[insert legal capacity 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]*

*[This Qualification Form should be submitted by the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.*

*The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.*

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## Bidding Forms

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*Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].*

## 4.1.4 Qualification Form

Name of Bidder:

--

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

No	Name of Client and Contact Person	Type of Work Performed	Duration and Dates of Contract	Value of contract

2. The major items of equipment proposed for carrying out the Services are:

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased

**Bidding Forms**

---

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

<b>Position</b>	<b>Name</b>	<b>Years of Experience (general)</b>	<b>Year of Experience in proposed position</b>

4. Banks that may provide references if contacted by the Procurement and Disposal Entity are: *[State name, address, and telephone and fax numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of bid submission:

*or [delete statement which does not apply]*

(b) the originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

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

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

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

Duly authorised to sign  
the Qualification Form

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: **MW-PPPC-454353-NC-RFB**

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, provided that the Government of the Republic of Malawi is satisfied that such exclusion does not preclude effective competition for the provision of Services and Related Goods; or
- (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: Statement of Requirements**

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**Statement of Requirements**

---

Procurement Reference Number: **MW-PPPC-454353-NC-RFB**

**List of Services and Related Goods**

<b>Lot No.</b>	<b>Description of Services or Related Goods</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1	4X4 Double Cabin Motor Vehicle with Canopy	One (1)	Each
2	4X4 Seven (7) Seater Sport Utility Vehicle (SUV)	One (1)	Each

**Completion Schedule**

The completion period shall commence from the date of contract award.

<b>Lot No.</b>	<b>Description of Services and or Related Goods</b>	<b>Quantity</b>	<b>Completion Period</b>	<b>Site</b>
1	Provision of 4X4 Double Cabin Car Hiring Services	One (1)	Within Twenty-Four (24) Months	The PPPC-DMAP Project
2	Provision of 4X4 Sport Utility Vehicle (SUV) Car Hiring Services.	One (1)	Within Twenty-Four (24) Months	The PPPC-DMAP project

**Note:**

Bidders may participate in all lots or a combination of any lots. Please clearly indicate the Lot Number. The Service Provider may be required to provide more than one vehicle if so required.

Procurement Reference Number: **MW-PPPC-454353-NC-RFB**

**Provision of Car Hiring Services to the Public Private Partnership Commission**

**THE PUBLIC PRIVATE PARTNERSHIP COMMISSION**

**TERMS OF REFERENCE FOR THE PROVISION OF CAR HIRING SERVICES TO THE PUBLIC PRIVATE PARTNERSHIP COMMISSION**

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**1.0 INTRODUCTION**

Information and Communication Technology (ICT) is now globally recognized as an essential tool in promoting competitiveness, job creation, sustainable development, and overall poverty reduction. A combination of widespread access to broadband and a robust ICT services ecosystem can offer a powerful platform for reducing poverty, improving human development and increasing government transparency and efficiency. ICTs have the potential to transform business and government - driving entrepreneurship, innovation and economic growth and breaking down barriers of distance and cost in the delivery of services.

In recognition of the critical role that ICTs plays in fostering socio-economic development and empowering the poor, the Government of Malawi secured a grant from the World Bank to implement an ICT Project, the Digital Malawi Acceleration Project (DMAP). The line Ministry and owner of the Project is the Ministry of Information and Digitalization (MoID) whereas lead implementation agency for the project is the Public Private Partnership Commission (PPPC). Other stakeholders include Ministry of Education, Malawi Research and Education Network (MAREN), the National Registration Bureau (NRB), the Malawi Communications Regulatory Authority (MACRA) and others.

**2.0 Digital Malawi Acceleration Project**

The US \$150 Million Project comprises the following components:

**Component 1: Affordable broadband and secure data hosting.** This component will cover rural connectivity that will expand broadband coverage in rural areas with the aim of achieving universal coverage of mobile broadband, connecting at least 500 public sector sites in addition to the at least 530 sites connected through the previous Digital Malawi Foundations Project. Provision of at connectivity services to at least 2,000 schools throughout the country. Being a regional Project, regional connectivity initiatives will be used to address gaps in missing cross-border broadband links, possibly drawing upon a regional financing facility. Finally, it will include integrated infrastructure planning of ‘digital corridors’ for Southern Africa.

**Component 2: Interoperable and secure data platforms.** This component will cover the Next Generation Digital ID and identity verification services, including electronic Know Your Customer (eKYC) and Public



Key Infrastructure (PKI) (because of the requirement to develop e-Signatures capability for public e-services that require a higher level of assurance). In order to reach all citizenry, the Bomalathu data exchange platform for Government will be expanded. The platform faces both Government agencies as well as other players in the private sector, including financial institutions, and the general public. The Component will also seek to enhance policy and regulatory frameworks, operationalization of the Data Protection Authority and support for the MCERT at MACRA.

**Component 3: High impact digital services and productive digital usage.** This will cover the Digital skills and digital literacy which was started by Digital Malawi Project benefiting over 19,000 beneficiaries, and it is now planned to expand. Participation in regional program on device affordability will also be a major activity in this component. This device affordability program will be complemented by an e-waste initiative that promotes recycling and resale or safe disposal of laptops and phones. This will be carried out in conjunction with the tech hubs, with a focus on skills development and job creation for young people and persons with disabilities (PWD). Finally, it will also look at the Sectoral deep dives: social protection, disaster and emergency response, financial inclusion, and lands management.

**Component 4: Project management.** This component will cover the establishment of Malawi Information Technology Authority (MITA) by providing funding for the establishment and operationalization of the proposed authority. The Component will also fund the DMAP management and coordination unit that includes procurement, financial management and social and environment standards.

In recognition of the critical role that ICTs plays in fostering socio-economic development and empowering the poor, the Government of Malawi has received financing from the World Bank toward the cost of the implementation of a new ICT Project “Digital Malawi Acceleration Project-DMAP” and intends to apply part of the proceeds towards the provision of car hiring services under framework agreement. The Project Implementation Unit (PIU) is experiencing transportation challenges due to increase in activities currently being implemented.

### 3.0 Objective of the Assignment

The main objective of the proposed assignment under which the Request for Bid (RFB) is issued is to select a service provider with the capacity to offer Car Hiring Services as and when required to the PPPC members of staff or any authorized individuals or group of people for the period of Twenty-Four (24) months under a framework agreement. The agreement will be renewed annually (every Twelve Months) subject to satisfactory performance of the service provider and availability of funding.

### 4.0 Scope of the Proposed Services

The Service Provider(s) shall be required to provide reliable and roadworthy Motor vehicles suitable for all the road conditions and terrains of Malawi. The Vehicles will be hired on Need-basis for a period of Twenty-Four (24) Months.

## **5.0 Requirements of the Service Provider**

- i. The Service Provider should be well-reputed, experienced and professional in providing car hire services for both town run and field, and should be able to provide vehicle either country wide or to cover entire region where Digital Malawi Acceleration Project has activities
- ii. The Service Provider must have efficient and effective logistics and communication channels that support smooth running of the services for easy liaison
- iii. The Service Provider should be having and ready to provide vehicles of all types of vehicles as may be requested from time to time
- iv. The Service Provider should be flexible and able to provide vehicles when requested 24 hrs. of the day
- v. The Service Provider should have capacity to provide replacement vehicles within 2 hours should there be need or in case of breakdown of earlier provided vehicle
- vi. Must have a minimum experience of Five (5) years in providing Motor Vehicle Hiring Services to reputable Project implementation entities/units or Government institutions. This should be demonstrated through the submission of a valid Business Registration Certificates and Tax Clearing Certificate
- vii. Must have executed Five (5) similar assignments within the past Three (3) years. This should be demonstrated through submission of Reference Letters from the previous customers
- viii. Must have a minimum of Five (5) Vehicles registered in the name of the Business firm/entity. Bidders are requested to attach Copies of Blue Books
- ix. Must provide Two (2) Coloured pictures of the proposed vehicle; One picture depicting the interior and the other picture depicting the exterior

The proposed motor vehicle should meet the following minimum requirements:

- i. Vehicles shall be Automatic or Self-Shifting Transmission
- ii. Vehicles shall run by Diesel with a fuel tank capacity of a minimum of 80 litres
- iii. Vehicles shall not be more than 5 years old and/or 100,000 km at the time of contract signing, at any time during the contract period
- iv. Over the course of the contract, the vehicle must constantly be in a 100% roadworthy condition, clean and tidy inside
- v. The proposed vehicle shall be equipped with necessary safety items, including seat belts, spare tire, mechanical jack, tire changing tools, basic hand tools, first aid kit, etc.
- vi. The proposed vehicle shall be equipped with heating and cooling system, well-maintained and in excellent functional condition.
- vii. The proposed vehicle shall be fully covered by all necessary insurances in case of accidents; i.e. comprehensive insurance.
- viii. The proposed vehicle shall be registered for operation during the period of the Contract with registration number plates affixed to the vehicle as required by law

## **6.0 Duration of the Contract**

The service provider shall be contracted for an initial period of Twenty-Four (24) months with the possibility of extending the contract period. The contract period shall be reviewed annually to determine the performance of the Service Provider and compliance to contract obligations.

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## Statement of Requirements

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The vehicle shall be made available to PPPC on need basis. The service provider shall be expected to provide the vehicle within Twenty-Four (24) hours from the time of request.

### **7.0 Contract Commencement Date**

The successful service provider will be expected to start providing the proposed services on the date of contract signing.

### **8.0 Reporting**

The service provider shall be responsible to the to the Chief Executive Officer of the PPPC through the DMAP's Project Liaison Officer/Administrative Assistant

### **9.0 Obligations of the Service Provider**

- i. The Service Provider shall provide contact details for the contact person and alternative contact person. Adequate information on the office setup and office staff should also be made available to PPPC to deal with emergencies.
- ii. The Service Provider shall always provide responsive and efficient service to fulfill PPPC requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back, when necessary, should be done within one hour.
- iii. The Service Provider shall have a response team on standby to provide any assistance with backup vehicles where necessary
- iv. Vehicles of the requested standards shall always be available during the contract period.

### **10.0 Obligations of the Public Private Partnership Commission (PPPC)**

- i. The PPPC shall bare the fuel charges. However, fuel tank shall have enough fuel to make it to the closest Fuel Station.
- ii. The PPPC will pay the Service Provider within 30 days of receipt of the Invoice

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**Statement of Requirements**

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Drawings

**There are no drawings to be included**

<b>List of related Drawings</b>		
Drawing number	Drawing name	Purpose

**Section 7: General Conditions of Contract**

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**Section 7: General Conditions of Contract**

**A General Provisions**

**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 Procurement and Disposal 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 and 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) "Eligible Countries" means the countries and territories eligible as listed in Section 5 of the Bidding Document.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Personnel" means persons engaged by the Bidder or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
- (h) "Procurement and Disposal Entity" means the entity Procurement the Services and Related Goods, as specified in the Agreement.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "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 Services to be provided or execution of any part of the Services is subcontracted by the bidder.
- (k) The Site, where applicable, means the place named in the SCC.

1.2 If the context so requires, singular means plural and vice versa.

**2 Fraud and Corruption**

2.1 The Government requires that Procurement and Disposal Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

i. defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means –

- 1. (A) the offering, giving, receiving, obtaining or soliciting of any advantage to influence the action of any public officer or any official or any other person;
- (B) influence peddling;
- (C) the extortion of any advantage;  
in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procurement and Disposal Entity, designed to establish prices at artificial, noncompetitive levels; and

"coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- ii. 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; and
  - will 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.

## **B The Contract**

### **3 Contract Documents**

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Bid Acceptance,
- (c) Bidder's Bid ,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Statement of Requirements,
- (g) any other document listed in the SCC as forming part of the Contract.

3.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory

3.3 No amendment, modification or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

3.4 The Contract constitutes the entire agreement between the Procurement and Disposal Entity and the bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

### **4 Governing Law**

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Malawi unless otherwise specified in the SCC.

### **5 Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Procurement and Disposal Entity, shall be written in English unless specified otherwise in the SCC.

### **6 Notices**

6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

**7 Assignment**

7.1 The Procurement and Disposal Entity or the bidder shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

**8 Subcontracting**

8.1 The Bidder shall request approval in writing from the Procurement and Disposal Entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Bidder from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 26.

**9 Contract Amendments**

9.1 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto

**10 Change in Laws**

10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Malawi or 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 Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Bidder 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 contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

**11 Taxes and Duties**

11.1 The Bidder shall bear and pay all taxes, duties, and levies imposed on the Bidder, by all municipal, state or national government authorities, both within and outside Republic of Malawi, in connection with the provision of the Services to be supplied under the Contract.

11.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Republic of Malawi (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.



## **12 Force Majeure**

- 12.1 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.
- 12.2 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 Procurement and Disposal Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 12.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procurement and Disposal Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procurement and Disposal 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.

## **13 Termination**

- 13.1 The Procurement and Disposal Entity may terminate this Contract, by not less than thirty days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause and 60 days’ notice in the case of the event referred to in paragraph (f):
- (a) the Bidder fails to remedy a failure in the performance of its obligations under the Contract, within thirty days after being notified or within such period as the Procurement and Disposal Entity may have subsequently approved in writing;
  - (b) the Bidder becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
  - (c) the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 16 hereof;
  - (d) the Bidder is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
  - (e) the Bidder, in the judgment of the Procurement and Disposal Entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - (f) the Procurement and Disposal Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- 13.2 The Bidder may terminate this Contract, by not less than thirty days written notice to the Procurement and Disposal Entity, such notice to be given after the occurrence of any of the events specified in (a) to (d) below, if:
- (a) the Procurement and Disposal Entity fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to GCC Clause 16, within forty-five days after receiving written notice from the Bidder that such payment is overdue;
  - (b) the Procurement and Disposal Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procurement and Disposal Entity of the Bidder’s notice specifying such breach;

- (c) the Procurement and Disposal Entity is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (d) the Procurement and Disposal Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 16 hereof.

13.3 Upon termination of this Contract pursuant to Clauses 13.1 or 13.2, the Procurement and Disposal Entity shall make the following payments to the Bidder:

- (a) Remuneration pursuant to Clause 21 for Services satisfactorily performed prior to the effective date of termination
- (b) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents

#### **14 Cessation of Rights and Obligations**

- 14.1 Upon termination of the Contract pursuant to GCC Clause 13, or upon completion of the Contract pursuant to GCC Clause 19 hereof, all rights and obligations of the Parties shall cease, except -
- (a) such rights and obligations as may have accrued on the date of termination or expiry;
  - (b) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 29; and
  - (c) any right which a Party may have under the Governing Law.

#### **15 Cessation of Services**

- 15.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 13, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **16 Settlement of Disputes**

- 16.1 The Procurement and Disposal Entity and the Bidder shall make every effort to resolve disputes amicably arising between them under or in connection with the Contract or interpretation thereof.
- 16.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration Law of the Republic of Malawi or such other formal mechanism specified in the SCC.

#### **17 Liquidated Damages**

- 17.1 Except as provided under GCC Clause 12, if the Bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procurement and Disposal 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 Procurement and Disposal Entity may terminate the Contract pursuant to GCC Clause 13.

**18 Commencement of Services**

- 18.1 The Bidder shall commence the Services within 30 days after the Contract becomes effective, or at such other date as may be specified in the SCC.

**19 Completion Period and Completion of the Services**

- 19.1 The completion period within which the Services are required to be performed shall be detailed in the SCC.

**C Obligations of the Procurement and Disposal Entity**

**20 Provision of Information and Assistance**

- 20.1 The Procurement and Disposal Entity shall supply the Bidder with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procurement and Disposal Entity at the end of the period of the Contract.
- 20.2 The Procurement and Disposal Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 20.3 The Procurement and Disposal Entity shall give the Bidder access to its premises, where required for the performance of the Services, and assist the Bidder with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

**D Payment**

**21 Contract Price**

- 21.1 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.
- 21.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 21.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 21.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

**22 Price Adjustments**

- 22.1 Prices charged by the Bidder for the services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

**23 General Payment Procedure**

- 23.1 Unless otherwise specified in the SCC, payments shall be made by the Procurement and Disposal Entity, no later than 30 days after submission of a request for payment by the Bidder.
- 23.2 The Bidder's request for payment shall be made to the Procurement and Disposal Entity in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- 23.3 The Procurement and Disposal Entity shall notify the Bidder of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Procurement and Disposal Entity shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual

payment made and costs authorised to be incurred by the Bidder, the Procurement and Disposal Entity may add or subtract the difference from any subsequent payments.

- 23.4 If the Procurement and Disposal Entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Bidder for each day of delay at the rate stated in the SCC.
- 23.5 The currency in which payments shall be made to the Bidder under this Contract shall be specified in SCC.
- 23.6 Unless otherwise stated in the SCC, where any payment is as an advance payment, payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

## **E Obligations of the Bidder**

### **24 Obligations of the Bidder**

- 24.1 The Bidder shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 24.2 The Bidder shall respect and abide by all laws and regulations in force. The Bidder shall indemnify the Procurement and Disposal Entity against any claims and proceedings arising from any infringement by the Bidder, its sub-contractors or their employees of such laws and regulations.
- 24.3 The Bidder shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Procurement and Disposal Entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Bidder shall always act, in respect of any matter relating to this Contract, to safeguard the Procurement and Disposal Entity's legitimate interests, pursuant to Conditions of this Contract
- 24.4 The Bidder shall obtain the Procurement and Disposal Entity's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Bidder shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
  - (b) any other action that may be specified in the SCC.
- 24.5 The Bidder shall furnish the Procurement and Disposal Entity with any personnel data or information required by the Procurement and Disposal Entity to arrange the provision of documentation required in accordance with GCC Clause 20.3.

### **25 Eligibility**

- 25.1 The Bidder and its Subcontractors shall have the nationality of an eligible country. A Bidder or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 25.2 The Bidder and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

### **26 Code of Conduct**

- 26.1 The Bidder shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procurement and Disposal Entity, and from engaging in any activity which

conflicts with its obligations towards the Procurement and Disposal Entity under the contract. It shall not commit the Procurement and Disposal Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

**27 Indemnification**

- 27.1 At its own expense, the Bidder shall indemnify, protect and defend, the Procurement and Disposal Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Bidder in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
- 27.2 At its own expense, the Bidder shall indemnify, protect and defend the Procurement and Disposal Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Bidder's failure to perform its obligations provided that:
  - (a) the Bidder is notified of such actions, claims, losses or damages not later than 30 days after the Procurement and Disposal Entity becomes aware of them;
  - (b) the ceiling on the Bidder's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Bidder's wilful misconduct;
  - (c) the Bidder's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 27.3 The aggregate liability of the Bidder to the Procurement and Disposal Entity shall not exceed the total contract value or such other amount specified in the SCC.
- 27.4 The Bidder shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
  - a) the Procurement and Disposal Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Bidder, or requiring the Bidder to implement a decision or recommendation with which the Bidder disagrees or on which it expresses a serious reservation; or
  - b) the improper execution of the Bidder's instructions by agents, employees or independent contractors of the Procurement and Disposal Entity.
- 27.5 The Bidder shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

**28 Insurance to be Taken Out by the Bidder**

- 28.1 The Bidder shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procurement and Disposal Entity as shall be specified in the SCC.
- 28.2 The Bidder shall at the Procurement and Disposal Entity's request, provide evidence to the Procurement and Disposal Entity showing that such insurance has been taken out and maintained.

**29 Accounting, Inspection and Auditing**

- 29.1 The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

**F Performance of the Services**

**30 Scope of Services**

- 30.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 30.2 The Services shall be performed at such sites as are specified in the Statement of Requirements.

**31 Bidder's Personnel**

- 31.1 The Bidder shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Bidder shall be responsible for the performance of the Personnel.
- 31.2 If required by the Agreement, the Bidder shall ensure that a manager, acceptable to the Procurement and Disposal Entity, takes charge of the performance of the Services.

**32 Working hours of the Personnel**

- 32.1 Where the Services are performed on a regular basis at the premises of the Procurement and Disposal Entity, the Bidder shall work during the hours agreed with the Procurement and Disposal Entity where not specified in the Statement of Requirements or the SCC.

**33 Replacement of Personnel**

- 33.1 If the Procurement and Disposal Entity requests the Bidder in writing to remove a person who is a member of the Bidders staff or work force, stating the reasons, the Bidder shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**34 Performance Security**

- 34.1 If so stated in the SCC, the Bidder shall, within 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 or in a freely convertible currency acceptable to the Procurement and Disposal Entity.
- 34.2 The proceeds of the Performance Security shall be payable to the Procurement and Disposal Entity as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 34.3 The Performance Security shall be in one of the forms stipulated by the Procurement and Disposal Entity in the SCC, or in another form acceptable to the Procurement and Disposal Entity.
- 35.4 The Performance Security shall be discharged by the Procurement and Disposal Entity and returned to the Bidder not later than 30 days following the date of completion of the Bidder's performance obligations under the Contract, unless specified otherwise in the SCC.

## Annexure C - Fraud and Corruption

(Shall not be modified)

### 3. Purpose

3.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 4. Requirements

2.3 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.4 To this end, the Bank:

- f. Defines, for the purposes of this provision, the terms set forth below as follows:
  - vi. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - vii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - viii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - ix. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - x. "obstructive practice" is:
    - (c) 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; or
    - (d) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- g. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service

- providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- h. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - i. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>4</sup> (ii) to be a nominated<sup>5</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - j. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>6</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>4</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>5</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>6</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



### Section 8: 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
<b>GCC 1.1(h)</b>	The Procurement and Disposal Entity is: <b>The Public Private Partnership Commission</b>
<b>GCC 1.1 (k)</b>	The Site is: <b>The Public Private Partnership Commission</b>
<b>GCC 4.1</b>	The governing law shall be: <b>Malawi</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 6.1</b>	<p>For <b><u>notices</u></b>, the Procurement and Disposal Entity’s address shall be,            Attention: <b>Mr. Patrick Kabambe,</b>  <b>The Chief Executive Officer</b></p> <p>Floor/ Room number: <b>2<sup>nd</sup> Floor Livingstone Towers, Glyn Jones Road, Blantyre</b>            Private Bag/ P.O Box: <b>P O Box 937, Blantyre</b>            City: <b>Blantyre</b>            Country: <b>Malawi</b>            Telephone: <b>+(265) 1 823 655</b>            Fax number: <b>+(265) 1 821 248</b>            Email address: <b><a href="mailto:info@pppc.mw">info@pppc.mw</a></b></p> <p>For <b><u>notices</u></b>, the Supplier’s address shall be,            Attention:            Floor/ Room number:            Private Bag/ P.O Box:            City:            Country:            Telephone:            Fax number:            Email address:</p>
<b>GCC 11.1</b>	The Bidder shall be responsible for all import duties and taxes except for the following: <b>N/A</b>

GCC clause reference	Special Conditions
GCC 16.2	<p>The formal mechanism for the resolution of disputes shall be: <b>Arbitration</b></p> <p><b><u>Selection of Arbitrators.</u></b></p> <ul style="list-style-type: none"> <li>a) <b>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator agreed and appointed by the Parties</b></li> <li>b) <b>Where the Parties fail to reach the agreement within fourteen (14) Days, the dispute shall be heard by two arbitrators, one appointed by each party together with a third arbitrator appointed by the two appointed arbitrators.</b></li> <li>c) <b>If the two arbitrators fail to reach an agreement within seven days with regard to the third arbitrator, the matter shall be referred to the President of Malawi Law Society, who shall appoint the third arbitrator as soon as possible and in any case within seven (7) days from the date of the reference.</b></li> </ul> <p><b>The arbitrators, once appointed, shall commence hearing of the dispute within five (5) days.</b></p>
GCC 17.1	The liquidated damages shall be: <b>0.1. %</b> per week of delay
GCC 17.1	The maximum total percentage for liquidated damages shall be: <b>5%</b>
GCC 22.1	The price adjustment shall be: <b>Agreed based on the economic condition of the country or legal requirement</b>
GCC 23.1	The terms of payment shall be: <b>Within 30 days from the date of receipt of an Invoice</b>
GCC 23.5	The currency for payments shall be: <b>Malawi Kwacha</b>
GCC 23.6	<p>An Advance Payment Guarantee <b>shall not be</b> required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: <b>Not Applicable</b></p>
GCC 28.1	The insurance coverage shall be: <b>Not Applicable</b>
GCC 34.1	<p>The amount of the Performance Security shall be: <b>Not Applicable</b></p> <p>The currency shall be: <b>Not Applicable</b></p>
GCC 34.3	The types of acceptable Performance Securities are: <b>Not Applicable</b>
GCC 34.4	Discharge of Performance Security shall take place: <b>Not Applicable</b>

**Section 9: Contract Forms**

**Table of Forms**

**Agreement.....60**

**Agreement**

THIS AGREEMENT made the     day of             , 20     , between .....  
..... of ..... (hereinafter called “the Procurement and Disposal  
Entity) of the one part, and ..... of ..... (hereinafter called  
“the Supplier”), of the other part:

WHEREAS the Procurement and Disposal Entity invited bids for certain Services and Related Goods,  
viz., ..... and has accepted a Bid by the Supplier for the  
provision of those Services and Related Goods in the sum of .....  
..... (hereinafter called “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;
  - (e) the Procurement and Disposal Entity’s Notification to the Supplier of award of Contract; and
  - (f) the suppliers Letter of Acceptance of award and (g) the end user service agreement
3. In consideration of the payments to be made by the Procurement and Disposal Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procurement and Disposal Entity to provide the Services and Related Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procurement and Disposal Entity hereby covenants to pay the Supplier in consideration of the provision of the Services and Related Goods 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 on the day, month and year indicated above.

Name .....in the capacity of .....  
Signature.....(for the Procurement and Disposal Entity)

Witness Name.....Signature.....

Name .....in the capacity of .....

Signature.....(for the Supplier)  
Witness Name.....Signature