Standard Bidding Document for Plant, Vehicle and Equipment

Mwanza District Council

Private Bag 3

Mwanza

Bidding Document

for the procurement of

Procurement of Plant, Vehicles and Equipment

Subject of Procurement : Procurement of Motor Vehicles

Procurement Reference Number : MNDC/IPDC/G/26/27/0156/0149

Procurement Method : National Competitive Bidding

Date of Issue of :16/11/2026

Bid Submission Closing: 07/12/2026

Standard Bidding Document for Plant, Vehicle and Equipment

Table of Contents

Section 1: Instructions to Bidders 3

Section 2. Bid Data Sheet (BDS) 28

Section 3. Evaluation and Qualification Criteria 32

Section 4. Bidding Forms 34

Table of Forms 34

Section 5. Eligible Countries 48

Section 6. Corruption and Fraud 49

Section 7. Statement of Requirements 51

Section 8. General Conditions of Contract 70

Section 9. Special Conditions of Contract 87

Section 10. Contract Forms 90

Section 1: Instructions to Bidders

(a) General

4.6 Scope of Bid

A. The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites Bids by the issue of this Bidding Document for the supply of Plant, Vehicles and Equipment and Related Services incidental thereto as specified in Section 7, Statement of Requirements.

1.2 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.

1.3 The Bidding Document is issued under the procurement method indicated in the BDS.

1.4 In these Bidding Documents—
4.4"Act" means the Public Procurement and Disposal of Public Assets Act;
5.4"day" means calendar day;
6.4"Regulations" means the Public Procurement Regulations; and
7.4"writing" means communicated in written form with proof of receipt.

1.5 If the context so requires, singular includes plural.

5.6 Source of Funds

B. The Procuring and Disposing Entity has an approved budget from public funds toward the cost of the procurement described in the BDS. The Procuring and Disposing Entity intends to use these funds to place a contract for which these Bidding Documents are issued.

4.3 Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

6.6 Corruption and Fraud

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

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

7.6 Eligible Bidders

D. A Bidder may be a natural person, a legal person, government-owned entity—subject to 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.

7.3 This Invitation for Bids is open to all suppliers from eligible countries as defined in Section 5, (Eligible Countries). A Bidder shall be deemed to have the nationality of an eligible 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.

4.7 A Bidder shall not have a conflict of interest. A Bidder 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 goods under this Invitation for Bids.

(a) A Bidder that has been debarred from participating in public procurement in accordance with Section 79 of the Act, at the date of the deadline for Bid submission or thereafter, shall be ineligible.

(a) 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 Procuring and Disposing Entity or the Government of Malawi.

12.1 A Bidder shall provide such evidence of their eligibility satisfactory to the Procuring and Disposing Entity, to verify that the Bidder—

(a) has the legal capacity to enter into a contract and is registered with appropriate professional regulatory institution as required by existing legislation;
(b) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing;

(c) is not debarred by the Authority and/or by the World Bank or African Development Bank or any other international institution that support the Government of Malawi in public procurement of goods, works, and services; and
(d) has fulfilled their obligations to pay taxes according to the tax laws of their country of registration.

12.2 To demonstrate compliance with the criteria in clause 4.6, a Bidder shall submit together with its Bid—
(a) a business registration certificate;
(b) professional registration certificates where applicable;
(c) a declaration that it is not debarred;
(d) a copy of its annual tax clearance certificate;
(e) appropriate documentary evidence demonstrating its compliance; and
(f) such other documentary evidence as may be specified in the BDS.

Provided that Bidders in the micro, small and medium-sized enterprises category and those eligible for set-asides, shall be eligible by default, to enter into sub-contracting and joint ventures in accordance with rules issued by the concerned organs of government, and referred to in an order from the Authority.

8.6 Eligible Goods and Related Services

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

4.2 For purposes of this clause—

"goods" includes commodities, raw materials, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance; and

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

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

(b) If required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply in the Republic of Malawi the Goods indicated in its Bid.

(b) Contents of Bidding Document

2. Sections of Bidding Document

F. The Bidding Document consists of Parts 1, 2, and 3, with all the Sections indicated below, and shall be read in conjunction with any addenda issued in accordance with clause 8.

Part 1 Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries
- Section 6 Corruption and Fraud

Part 2 Supply Requirements

- Section 7 Statement of Requirements

Part 3 Contract

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

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

(i) The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring and Disposing Entity. A Bidding Document which was not obtained directly from the Procuring and Disposing Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.

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

3. Clarification of Bidding Documents

G. A prospective Bidder requiring any clarification of the Bidding Documents shall submit a request for clarification to the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS.

7.2 The Procuring and Disposing Entity 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.

1. The Procuring and Disposing 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.

2. Where the Procuring and Disposing Entity deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause 8 and clause 24.2.

4. Amendment of Bidding Documents

H. At any time prior to the deadline for submission of Bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing addenda.

1. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have obtained the Bidding Documents directly from the Procuring and Disposing Entity.

(i) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to sub-clause 24.2.

(c) Preparation of Bids

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

6. Language of Bid

The Bid and all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring and Disposing 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.

7. Documents Comprising the Bid

The Bid shall comprise the following—

(a) Bid Submission Sheet and the applicable Price Schedules in accordance with clauses 12, 14, and 15;
(b) Bid Security or Bid Securing Declaration, in accordance with clause 21;
(c) alternative Bids, if permissible, in accordance with clause 13;
(d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with clause 22;
(e) documentary evidence in accordance with clause 16 establishing the Bidder's eligibility to Bid;
(f) documentary evidence in accordance with clause 17, that the Plant, Vehicles and Equipment and Related Services to be supplied by the Bidder are of eligible origin;
(g) documentary evidence in accordance with clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
(h) documentary evidence in accordance with clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
(i) any other document required in the BDS.

8. Bid Submission Sheet and Price Schedules

13.3 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—

13.4 the reference of the Bidding Document and the number of each addendum received;
14.4 a brief description of the Plant, Vehicle, Equipment and Related Services offered;
15.4 the total Bid price;
16.4 any discounts offered and the methodology for their application;
17.4 the period of validity of the Bid;
18.4 a commitment to submit a performance security and the amount;
19.4 a declaration of nationality of the Bidder;
20.4 a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one Bid in this Bidding process; except for alternative Bids in accordance with clause 13;
21.4 confirmation that the Bidder has not been declared ineligible or suspended by the Public Procurement and Disposal of Assets Authority;
22.4 a declaration concerning investigations relating to any other public procurement tender exercise or awarded contract,
23.4 a declaration on gratuities and commissions;
24.4 a declaration that a Manufacturer's Inspection Certificate or Works Inspection Certificate will be provided for all items if the Bidder is awarded the contract;
25.4 a statement of the commercial warranty for quality and performance of the plant, vehicles and equipment offered;
26.4 the names and addresses of the Directors and beneficial owners of the Bidder; and
27.4 an authorised signature.

13.5 The Bidder shall submit the Price Schedules for Plant, Vehicles and Equipment and Related Services, indicating their origin as appropriate, using the forms furnished in Section 4, Bidding Forms.

12.3 The Price Schedule Forms shall indicate, as appropriate—
14.6 the item number;
15.6 a brief description of the Plant, Vehicles and Equipment or Related Services to be supplied, including model number and power output
16.6 their country of;
17.6 quantity;
18.6 unit prices;
19.6 customs duties and all taxes paid or payable in Malawi;
20.6 total price per item;
21.6 subtotals and totals per Price Schedule; and
22.6 authorised signature.

9. Alternative Bids

14.3 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

(a) Where permitted, alternative Bids do not need to conform precisely to the Statement of Requirements, but must—

14.7 meet the objectives or performance requirements prescribed in the Statement of Requirements;

15.7 be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and

16.7 clearly state the benefits of the alternative Bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

14.8 A Bidder may submit both a main Bid, which conforms, precisely to the Statement of Requirements and an alternative Bid.

14.9 Where a Bidder submits more than one Bid, each Bid shall be submitted as a separate Bid and shall conform to the instructions for preparation and submission of Bids in its own right, without any reliance on any other Bid. In particular, each Bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of Bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. The Bids shall be labelled "Main Bid" and "Alternative Bid".

18.1 The evaluation of alternative Bids shall use the same methodology, criteria and weights as the evaluation of main Bids, except that the detailed technical evaluation shall consider only the objectives and performance requirements prescribed in the Statement of Requirements.

10. Bid Prices and Discounts

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

(b) 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 sub-clause 31.3.

15.8 The price to be quoted in the Bid Submission Sheet, in accordance with clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.

15.9 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with sub-clause 12.1(d).

19.1 The terms EXW (Ex –Works) (EXW), Cost, Insurance and Freight (CIF), CIP Carriage and Insurance Paid (CIP), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

18.2 Prices proposed on the Price Schedule Forms for Plant, Vehicles and Equipment and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. The disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring and Disposing Entity. The disaggregation shall not in any way limit the right of the Procuring and Disposing Entity to contract on any of the terms offered—

18.3 For goods—

1. the price of the plant, vehicles and equipment 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 and may obtain insurance services from any eligible source country;

2. all Malawian customs duties and sales and other taxes already paid or payable on the plant, vehicle and equipment or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder; and

3. the total price for the item.

19.3 For related services—

1. the price of the related services;
2. all Malawian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder; and
3. the total price for the item.

(a) 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 clause 30. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

(a) If indicated in 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 clause 14.4, provided the Bids for all lots are submitted and opened at the same time.

(i) If indicated in clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to one hundred (100) % of the items specified for each lot and to one hundred (100) % of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with sub-clause 14.4, provided the Bids for all lots are submitted and opened at the same time.

4. Currencies of Bid

16.3 For Plant, Vehicles and Equipment and Related Services that the Bidder will supply from within Malawi the prices shall be quoted in Malawi Kwacha, unless otherwise specified in the BDS.

(c) For Plant, Vehicles and Equipment and Related Services that the Bidder will supply 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 Malawi Kwacha. The demand for the payment in other currency shall be supported with evidence of the amount paid in the difference currencies used by the Bidder for supplying the goods and related services.

5. Documents Establishing the Eligibility of the Bidder

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

6. Documents Establishing the Eligibility of Goods and Related Services

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

7. Documents Establishing the Conformity of the Plant, Vehicles and Equipment and Related Services to the Bidding Documents

(a) To establish the conformity of the Plant, Vehicles and Equipment and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid, documentary evidence specified in Section 7, (Statement of Requirements).

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

(a) Standards for workmanship, process, material, and equipment, including references to brand names or catalogue numbers specified by the Procuring and Disposing Entity in the Statement of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers:

Provided that it demonstrates to the Procuring and Disposing Entity's satisfaction, that the substitutions are equivalent or superior to those specified in the Statement of Requirement.

8. Documents Establishing the Qualifications of the Bidder

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.

9. Period of Validity of Bids

(a) Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring and Disposing Entity. A Bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-responsive.

26.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Procuring and Disposing Entity may request a Bidder to extend the period of validity of its Bids. The request and the responses shall be made in writing. If a Bid security is requested in accordance with clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid security. Similarly,

5 If a Bid securing declaration is requested in accordance with clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without bearing any consequence whatsoever. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in sub-clause 20.3.

6 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.

10. Bid Security and Bid Securing Declaration

(b) 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, or Bid securing declaration in the BDS.

27.2 The Bid security shall be in any of the following forms—
30.1 a demand guarantee;
31.1 an irrevocable letter of credit; or
32.1 a cashier's or certified cheque or payable order,

all from a reputable source in an eligible country but acceptable to the Reserve Bank of Malawi.

6 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 Procuring and Disposing Entity.

8 In either case, the form must include the complete name of the Bidder.

1 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 in either case, the form must include the complete name of the Bidder.

7 Any Bid not accompanied by a substantially responsive Bid security or a Bid securing declaration, if one is required in accordance with sub-clause 21.1, shall be rejected by the Procuring and Disposing Entity as non-responsive.

1. 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 clause 44.

(a) The Bid securing declaration of unsuccessful Bidders shall be cancelled as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to clause 44.

(a) The Bid security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required performance security.

1. The Bid securing declaration 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.

1. The Bid security may be forfeited—

34.4 if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in sub-clause 20.2; or

35.4 if the successful Bidder fails to—

34.5sign the Contract in accordance with clause 43;
35.5furnish a performance security in accordance with clause 44; or
36.5accept the correction of its Bid Price pursuant to sub-clause 31.5.

1. The Bid securing declaration may be invalidated—

34.7 if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in sub-clause 20.2; or

35.7 if the successful Bidder fails to—

36.3 sign the Contract in accordance with clause 43;
37.3 furnish a performance security in accordance with clause 44; or
38.3 accept the correction of its Bid Price pursuant to sub-clause 31.5.

2. Format and Signing of Bid

(c) A Bidder shall prepare one original of the documents comprising the Bid as described in clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

28.2 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.

7 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

3. Sealing and Marking of Bids

(d) A Bidder shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

29.2 The inner and outer envelopes shall-

36.4 be addressed to the Procuring and Disposing Entity in accordance with clause 24.1; and

37.4 bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS.

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

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

2. Deadline for Submission of Bids

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

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

3. Late Bids

(f) The Procuring and Disposing Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with clause 24.

31.2 Any Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

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

2. Withdrawal, Substitution, and Modification of Bids

(g) 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 sub-clause 22.2, (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—

36.6 submitted in accordance with clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and

37.6 received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of Bids, in accordance with clause 24.

(a) Bids requested to be withdrawn in accordance with clause 26.1 shall be returned unopened to the Bidders.

38.5 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.

1. Bid Opening and Evaluation

2. Bid Opening

(h) The Procuring and Disposing Entity shall conduct the Bid opening in the presence of designated representatives of a Bidder who choose to attend, and at the address, date and time specified in the BDS.

(b) Envelopes marked "WITHDRAWAL" shall be opened first 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.

39.5 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.

1. 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.

1. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid security, if required; and any other details as the Procuring and Disposing Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation.

1. No Bid shall be rejected at Bid opening except for late Bids, in accordance with sub-clause 25.1.

1. The Procuring and Disposing Entity shall prepare a record of the Bid opening that shall include, as a minimum –
   32.1 the name of the Bidder and whether there is a withdrawal, substitution, or modification;
   33.1 the Bid Price, per lot if applicable, including any discounts and alternative offers; and
   34.1 the presence or absence of a Bid security if one was required.

1. 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.

2. Confidentiality

(i) 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.

(c) Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions shall result in the rejection of its Bid.

40.5 Notwithstanding clause 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing.

3. Clarification of Bids

(j) To assist in the examination, evaluation, comparison and post qualification of the Bids, the Procuring and Disposing Entity may, in writing, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered.

(d) The Procuring and Disposing 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 Procuring and Disposing Entity in the evaluation of the Bids, in accordance with clause 31.

4. Examination and Determination of Responsiveness of Bids

43.2 The Procuring and Disposing Entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

43.3 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.

30.3 A material deviation, reservation, or omission is one that—

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

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

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

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

5. Nonconformities, Errors, and Omissions

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

Provided that the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. The 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.

44.3 Where a Bid is substantially responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.

1. The Procuring and Disposing Entity shall correct arithmetical errors on the following basis—
    1. 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 Procuring and Disposing 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;

    2. 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
    3. 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.

1. 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.

2. Preliminary Evaluation

45.2 The Procuring and Disposing Entity shall examine a Bid to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

45.3 The Procuring and Disposing 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:
   2.2 a brief description of the Plant, Vehicles and Equipment and Related Services offered;
   3.2 the price of the Bid; and
   4.2 the period of validity of the Bid;
(b) Price Schedules;
(c) Written confirmation of authorisation to commit Bidder; and
(d) Bid Security or Bid Securing Declaration, if applicable.

3. Examination of Terms and Conditions

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

46.3 The Procuring and Disposing Entity shall evaluate the technical aspects of the Bid submitted in accordance with clause 18, to confirm that all requirements specified in Section 7, Statement of Requirements of the Bidding Documents, have been met without any material deviation or reservation.

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

4. Preferences and Reservation Schemes

47.2 A Procuring and Disposing Entity may apply a margin preference if specified in the BDS. Where a Preference applies the details to be applied shall be provided in Section 3 (Evaluation Methodology and Criteria).

47.3 The Procuring and Disposing Entity shall apply the margin of preference for micro, small and medium enterprises and marginalised groups in accordance with the Public Procurement and Disposal of Assets (Participation by Micro, Small Medium Enterprises Order, 2020 (MSME Order) or Bidders qualified under Administration of Preferential Treatment. If specified in the BDS, Bid Evaluation shall be in accordance with the procedures and criteria specified in Section 3, Evaluation and Qualification criteria.

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

3.2 The Procuring and Disposing Entity shall state in the BDS all procurement that have been set aside for micro, small and medium enterprises and marginalised groups

6.1 Where the procurement in not contained in the Schedule under the Order the PDE may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be specified in the BDS.

6.2 The Procuring and Disposing Entity shall be set aside certain procurement requirements of a black Malawian by restricting Bidding to those enterprises in accordance with any Preferential Treatment Regulations issued under the Public Procurement and Disposal of Public Assets Act 2017.

7.2 A Bidder shall be eligible to participate in the Bidding process as a Bidder qualified under any Preferential Treatment Regulations issued under the Act or MSME only if it furnishes the Procuring and Disposing Entity or the Authority, as the case may be evidence, proving eligibility in accordance with relevant Regulations or the MSME Order.

5. Detailed Evaluation

48.2 The Procuring and Disposing Entity shall evaluate each Bid that has been determined to be substantially responsive.

48.3 To evaluate a Bid, the Procuring and Disposing Entity shall only use all the criteria and methodologies defined in this Clause and in Section 3, (Evaluation and Qualification Criteria) other criteria or methodology shall be permitted.

6. Financial Evaluation

49.2 Bids that have passed detailed evaluation and complied with all the terms and conditions shall be evaluated financially to determine the conformity of prices offered. In doing so, the Procuring and Disposing Entity shall examine the contents of a price to confirm if all taxes or discounts have been taken into account.

49.3 Thereafter, the Procuring and Disposing Entity shall check arithmetical errors to have correct prices. Bids that have passed all the stages including financial evaluation shall be declared substantially responsive.

9.1 The Procuring and Disposing Entity's evaluation of price of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Plant, Vehicles and Equipment and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section 3, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation and Qualification Criteria.

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

10.2 To evaluate a Bid, the Procuring and Disposing Entity shall consider the following—

13.1 the Bid price;

14.1 price adjustment for correction of arithmetic errors in accordance with clause 31.4;

15.1 price adjustment due to discounts offered in accordance with clause 14.3;

16.1 adjustment for nonconformities and omissions in accordance with clause 31.3;

17.1 application of all the evaluation factors indicated in Section 3, Evaluation and Qualification Criteria; and

18.1 adjustments due to the application of a margin of preference, in accordance with clause 35.

13.2 In the calculation of the evaluated cost of Bids, the Procuring and Disposing Entity shall exclude and not consider—

14.2 in the case of goods manufactured in the Republic of Malawi or goods of foreign origin already located in the Republic of Malawi, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; and

15.2 in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

7. Comparison of Bids

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

50.3 The Procuring and Disposing Entity shall apply the margin of preference for micro, small and medium enterprises as specified in the BDS. If so indicated, Bid evaluation shall be undertaken in accordance with the procedures and criteria specified in Section 3, (Evaluation and Qualification) criteria.

10.1 The Procuring and Disposing Entity shall set aside certain procurement requirements for micro, small and medium enterprises by restricting Bidding to those enterprises.

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

8. Environmental and Socio-economic policies

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

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

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

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

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

9. Post-qualification of the Lowest Evaluated Bidder

52.2 The Procuring and Disposing 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.

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

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

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

10. Procuring and Disposing Entity's Right to Accept Any Bid, and to Reject Any or All Bids

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

11. Award of Contract

12. Award Criteria

The Procuring and Disposing 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.

13. Procuring and Disposing Entity's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Plant, Vehicles and Equipment and Related Services originally specified in Section 7, 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.

14. Notice of Intention to Award the Contract, Notice of Acceptance and Contract Negotiations

15.3 Prior to expiry of the period of Bid validity, where the value of procurement is below the threshold for publication of an intention to award a contract, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the Bidding.

15.4 Prior to expiry of the period of Bid validity, where the value of procurement is above the threshold for publication of an intention to award a contract, the Procuring and Disposing Entity shall publish the notice of intention to award the contract in two widely circulated newspapers and on the Authority's website for a period of fourteen (14) days.

19.1 Upon the expiry of the stand still period the Procuring and Disposing Entity may enter negotiations with the successful Bidders on the modalities for the execution of the contract.

15. Performance Security

16.3 Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign, date, and return the Contract documents to the Procuring and Disposing Entity to finalise the signing process.

16.4 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 Procuring and Disposing Entity may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Procuring and Disposing Entity to be qualified to perform the Contract satisfactorily.

16. Signing of the Contract

17.3 Promptly after notification, the Procuring and Disposing Entity shall send the successful Bidder the Contract documents for signing.

45.2 Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign, date, and return the Contract documents to the Procuring and Disposing Entity to finalise the signing process.

Section 2. Bid Data Sheet (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. Introduction	
ITB 1.1	The Procuring and Disposing Entity is - **Mwanza District Council** The number and identification of Lots in this Bidding Document is: Lot 1: **Procurement of 4 X 4 Station Wagon – 10 Seats** Lot 2 : **Procurement of 4 X4 Double Cabin with Canopy**
ITB 1.1; 2.1 and 23.2(b)	The Project name or the subject of the procurement is: **Procurement of Motor vehicles For Mwanza District Council** The Procurement Reference Number is: **MNDC/IPDC/G/2026-27/0156/0149**
ITB 1.2	The Bidding Document is issued under Procurement Method: **National Competitive Bidding**
ITB 4.1	The individuals or firms in a joint venture, consortium or association **shall be** jointly and severally liable.
B. Bidding Documents	
ITB 7.1	For **clarification purposes** only, the Procuring and Disposing Entity's address is: **Mwanza District Council** Attention: **The IPDC Chairperson** Street Address: **Mwanza District Council near Mwanza Police** Building Name: Floor/Room number: City: Postal Address/Post Code: Country: **Malawi** Telephone: +265 884 489 089

Instructions to Bidders (ITB) reference	Data relevant to ITB
	E mail address: stevensiliya@gmail.com Any request of clarification shall be made to the PDE no later than: **23/11/2026**

C. Preparation of Bids	
ITB 11.1 (i)	The Bidder shall submit with its Bid the following additional documents: (a) Copy of Company Registration from Registrar General (b) Copy of Certificate from Office of the Public Procurement & Disposal of Assets Authority (PPDA). (c) Certificate of Annual Tax Clearance certificate from Malawi Revenue Authority for 2025/2026 financial year or later. (d) Registration Certificate for VAT (e) Coloured copy of National Registration Identity Card or Passport for the director signing on behalf of the company. (f) Power of Attorney for Signatory must be Notarised or have company stamp (g) Evidence of at least two (2) previous motor vehicle supply contracts performed (Copies of contracts or purchase orders or payment vouchers or copy of Motor vehicle Quality Inspection form for previous deliveries) for performance done similar in nature in the last five years. (h) Copy of Manufacturer's authorisation (i) Warranty of three years or One Hundred Thousand Kilometres (whichever comes first) (j) Technical Specification Compliance sheet and a Brochure (k) Delivery period Confirmation (l) Commitment to provide after sales Service, warranty service and Registration
ITB 13.1	Alternative Bids _____**Shall not**_____be considered. The Procuring and Disposing Entity shall only apply the following criteria for evaluation of alternatives: **N/A** (a)…… (b)…… (c) ……
ITB 14.5	The Incoterms edition is: **DDP 2020**
ITB 14.6	For Plant, Vehicles and Equipment and Related Services, the Bidder shall quote prices using the following Incoterms: **DDP 2020**

	Blantyre Government Plant and Vehicle Hire and Engineering Services(PVHES)
ITB 14.7	The prices quoted by the Bidder shall be: **Fixed and inclusive of all taxes, duties, registration and delivery.**
ITB 15.1	For Plant, Vehicles & Equipment and Related Services supplied from Malawi, the currency of the Bid shall be: **Malawi Kwacha**
ITB 20.1	The Bid validity period shall be: **90** days.
ITB 21.1	A ***Bid securing declaration*** **shall** be required. If a Bid security is required, the amount and currency of the Bid security shall be **NA**
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the Bid, the number of copies required is: **Two**
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: **Notarised Power of Attorney/Authorisation Letter by the Institution with letter head and stamp**
ITB 24.1	For **Bid submission purposes** only, the Purchaser's address is: Attention: **IPDC Chair** Street Address: **Mwanza District Council,** Building Name: **Procurement Office** Floor/Room number: City: Postal Address/Post Code: P/Bag 3,Mwanza Country: **Malawi** **The deadline for Bid submission is:** Date: **07/12/2026** Time: **10 : 00 AM**
ITB 27.1	The **Bid opening** shall take place at: Building Name: **Mwanza District Council chamber** Street Address: Floor/Room number:

	City: Country: **Malawi** Date: **07/12/2026** Time: **10 : 00 AM**
E. Evaluation, and Comparison of Bids	
ITB 31.3	The methodology to adjust the price to reflect the price of the missing or nonconforming item or component is: **NA**
ITB 34.2	A margin of preference for MSME/IBM Bidders [***shall not***] apply.
ITB 36.4	Multiple awards to one Bidder ***are*** permitted. The evaluation methodology to determine the lowest-evaluated combination of lots shall be detailed in Section 3 Evaluation Methodology and Criteria.
F. Award of Contract	
ITB 42	The percentage by which quantities may be increased is: 0% The percentage by which quantities may be decreased is: 0%

Section 3. Evaluation and Qualification Criteria

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

23.3 Additional Evaluation Factors

1. In accordance with clause 36.3(e), the Procuring and Disposing Entity's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, which will be quantified as specified in 1.2—

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

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

(c) the delivery schedule offered by the Bidder;

(d) the payment schedule proposed by the Bidder; and

(e) the warranty offered by the Bidder.

2. The factors specified in sub-clause 1.1 will be quantified as follows—

(a) failure to meet or exceed the specified minimum technical specifications for mandatory requirements will result in rejection of the Bid. Superior specifications will be considered on the same basis as those Bids meeting the minimum technical specification.

(b) For each non-mandatory technical specification, Bids offering a lower specification of the item will be reviewed, and a notional adjustment made to the Bid price for evaluation purposes only. For each percentage drop in the specification offered against the required technical specification, a corresponding percentage of the estimated cost of replacement of the item with a fully conforming specification will be added to the Bid price for evaluation. Bids with inferior non-mandatory technical specifications or a performance of less than 75% of the required item specification may be rejected. Superior specifications will be considered on the same basis as those Bids meeting the minimum technical specification.

(c) Later delivery schedules proposed by the Bidder will result in a 1% addition to the Bid price (for evaluation purposes only) for each week of delay up to a maximum of 15%. Bids offering delivery schedules later than **[2]** months after the specified delivery period may be rejected at the discretion of the Procuring and Disposing Entity.

(d) For payment schedules proposed by the Bidder which would result in earlier payment to the Supplier than that proposed in the Bidding documents, the difference in the net present value of the Bidder's proposal shall be added to the Bid price for evaluation purposes.

24.3 Evaluation of Multiple Contracts

If in accordance with clause 36.4 of the ITB, the Procuring and Disposing Entity is allowed to award multiple lots to a Bidder. The Procuring and Disposing Entity shall determine the lowest-evaluated lot combinations, by—

(a) evaluating only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in clause 14.9 of the ITB.

(b) taking into account—

(i) the lowest-evaluated Bid for each lot that meets the requirement of evaluation criteria;

(ii) the price reduction per lot and the methodology for their application as offered by the Bidder in its Bid; and

(iii) the contract-award sequence that provides the optimum economic combination, considering any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in clause 4, Post Qualification.

25.3 Preference and set asides

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

26.3 Participation by micro, small and medium enterprises

The Procuring and Disposing Entity may apply a margin of preference for micro, small and medium enterprises. The margin of preference for the purpose of Bid comparison shall be in accordance with the procedures outlined in subsequent paragraphs. **[insert the procedures that shall be used]**.

27.3 Qualification Criteria

After determining the lowest-evaluated Bid in accordance with clause 38 of the ITB, the Procuring and Disposing Entity shall carry out the post-qualification of the Bidder in accordance with clause 39 of the ITB, using only the factors, methods and criteria specified below. Factors not included in this Section shall not be used in the evaluation of the Bidder's qualification.

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet

Beneficial Ownership Disclosure Form

Price Schedule for Goods and Related Services

Bid Security

Manufacturer's Authorisation

Environmental, Social, Health and Safety Declaration

Bid Submission Sheet

[Input of Information to be completed by Bidder]

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

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

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

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

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Plant, Vehicles & Equipment and Related Services: [**insert a brief description of the Plant, Vehicles & Equipment and Related Services**];

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: [**insert the total Bid price in words and figures, indicating the various amounts and the respective currencies**];

(d) The discounts offered and the methodology for their application are: ……

Unconditional Discounts. If our Bid is accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies.**]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [**Specify in detail the method that shall be used to apply the discounts**];

Conditional Discounts. If our Bid(s) are accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies.**]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [**Specify in detail the method that shall be used to apply the discounts**];

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

(f) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with clause 4.1 of the ITB and have not been suspended by the Public Procurement and Disposal of Asset Authority in Malawi from participating in public procurement;

(g) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with clause 4.1 of the ITB and have not been suspended by the Authority or any of the cooperating partners or any oversight institution, which the Authority has entered a cross debarment agreements with;

(h) Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring and Disposing Entity;

(i) We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative Bids in accordance with the Bidding Document;

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

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

(l) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [**insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a consortium or association, and the nationality each subcontractor and supplier**];

(m) 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]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(n) The names and physical addresses of the Directors of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

Name	Address

(o) We confirm that a Manufacturer's Inspection Certificate or Works Inspection Certificate will be provided for all items if we are awarded the contract;

(p) The commercial warranty for quality and performance of the plant, vehicles and equipment offered will be [**insert details of the warranty offered**]; and

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

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

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Registered Address: _____

_____

_____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

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

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

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

Date: **[insert date]**
Procurement Reference No.: **[insert procurement reference number]**
Page **[insert page number]** of **[insert total number of pages]** pages

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 5% or more of the shares** **(Yes / No)**	**Directly or indirectly holding 5 % or more of the Voting Rights** **(Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder** **(Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

1. directly or indirectly holding 5% or more of the shares
2. directly or indirectly holding 5% or more of the voting rights
3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.

4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
5. has a significant stake in a company and on whose behalf activity of a company is conducted; or
6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

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

Name of the Bidder: [insert **complete name of the Bidder**][1]
Name of the person duly authorized to sign the Bid on behalf of the Bidder: [insert **complete name of person duly authorized to sign the Bid**][2]

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

Signature of the person named above: _____

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

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[1] In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
[2] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Price Schedule for Goods and Related Services

Input of Information to be completed by Bidder]	Date: [**insert date (as day, month and year) of Bid Submission**]..
	Procurement Reference Number: [**insert number of Bidding process**]

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

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

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

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Registered Address: _____

_____

_____

Standard Bidding Document for Plant, Vehicle and Equipment

Note to Bidders: This Bid Security should be on the letterhead of the issuing Bank and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its Bid, in accordance with ITB Clause 16, and except for indicated fields, no changes shall be made in this template. Any changes made shall result to rejection of the Bid.

Bid Security

[Input of Information to be completed by Bidder]

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

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

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

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

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

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

THE CONDITIONS of this obligation are the following—

27.1 If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in sub-clause 20.2 of the ITB; or

28.1 If the Bidder, having been notified of the acceptance of its Bid by the Procuring and Disposing Entity, during the period of Bid validity, fails or refuses to:

(a) execute the Contract;

(b) furnish the Performance Security, in accordance with the clause 21 of the ITB; or

(c) accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to clause 31 of the ITB.

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

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

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Duly authorized to sign the Bid for and on behalf of the Guarantor

Note to Bidders: This Bid Securing Declaration should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign the Bid Securing Declaration. It should be included by the Bidder in its Bid, in accordance with ITB Clause 20.

Bid Securing Declaration

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

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

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

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

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

We, the undersigned, declare that—

1. We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity and/or any other government entity for a period of **twenty-four (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:

1 have withdrawn our Bid during the period of Bids validity specifies by us in the Bid Data Sheet; or

2 having been notified of the acceptance of our Bid by the Procuring and Disposing 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 clause 44 of ITB; or

3 accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to clause 30 of the ITB.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bid.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Standard Bidding Document for Plant, Vehicle and Equipment

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

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Registered Address: _____

_____

_____

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

Standard Bidding Document for Plant, Vehicle and Equipment

Manufacturer's Authorisation

[Input of Information to be completed by Manufacturer]

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

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

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

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

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Plant, Vehicles & Equipment offered by the above firm in reply to this Invitation for Bids.

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

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Registered Address: _____

_____

_____

Section 5. Eligible Countries

Procurement Reference Number:

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

A country shall not be eligible if—

(a) as a matter of law, the Government of the Republic of Malawi prohibits commercial relations with that country; 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. Corruption and Fraud

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

i. For purposes of this provision—

(i) "corrupt practice" has the meaning ascribed to the term by the Corrupt Practices Act of 2004;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process, the execution of a contract or avoid an obligation;

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

(iv) "coercive practices" mean practices intended at harming or threatening to harm, directly or indirectly, a person or a person's asset, to influence that person's participation in a procurement proceeding, or effect the execution of a procurement contract; and

(v) "obstructive practice" means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

ii. The Malawi Government will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

iii. The Authority 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; and

iv. The Procuring and Disposing Entity will cause every Bidder to acknowledge and sign Anti-Corruption Declaration in this Section under Oath, a confirmation that the Bidder, its subcontractors, joint venture partners, or any other associate has not been convicted or is under investigation on corruption and fraud related cases. Failure to sign the Declaration shall lead to disqualification.

2.2 Bidders shall read and understand this provision and will show acknowledgement of having read and understood this Section by signing compliance Form In this Section below:

ANTI-CORRUPTION DECLARATION FORM

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

(a) PLEDGE THAT:

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

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

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

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

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

2. AGREE THAT:

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

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

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

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

Section 7. Statement of Requirements

List of Plant, Vehicles and Equipment and Related Services

Procurement Reference Number:

Item Number	Description of Plant, Vehicles & Equipment or Related Service	Unit of Measure	Quantity	Unit Price	Total Price
1	**4 X 4 Station Wagon – 10 Seats**	Each	1		
2	**4 X4 Double Cabin with Canopy**	Each	1		
				Subtotal	
				VAT 17.5%	
				PPDA 1 %	
				Grand Total	

A Manufacturer's Inspection Certificate or Works Test Certificate will be required for all items of Plant, Vehicles and Equipment.

Any item specific conditions are attached and will form an integral part of any resulting contract.

Standard Bidding Document for Plant, Vehicle and Equipment

Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract award. Refer to Incoterms specified in clause 14.6(a)(i) of the ITB or thr BDS for the interpretation of the delivery period.

Item Number	Description of Plant, Vehicles & Equipment or Related Service	Delivery Completion period (days/wks /mths)	Delivery Point/Site
1	**4 X 4 Station Wagon – 10 Seats**	4 weeks	Blantyre Regional PVHEs
2	**4 X4 Double Cabin with Canopy**	4 weeks	Blantyre Regional PVHEs

Standard Bidding Document for Plant, Vehicle and Equipment
Technical Specifications and Compliance Sheet

Procurement Reference Number:

Column B states the minimum technical specification of the item(s) required.

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

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
a	*b*	*c*	*d*
LOT 1	**4 X 4 Station Wagon – 10 Seats**		
1	**4 X 4 Station Wagon – 10 Seats** to be supplied shall be new, of recent design **(Year of Make: 2025/2026) and** free from manufacturing and / or material defects at the time of delivery.	M	
2	The cabin shall be dust and water proof, have adequate sound proofing and must have an air conditioner and a radio with front loader CD. The cab shall be fitted with at least **two external** view mirrors and an **interior** rear view mirror. The vehicle shall have **5** doors and adequate ventilation windows	M	
3	The vehicle shall comprise a rigid non-integral steel chassis and suitable for continual use on unpaved off- road	M	
4	All surfaces and upholstery shall be finished to a grade that is comfortable to the user; clean, polished or painted.	M	
5	The vehicle shall be suitable, treated and processed for storage, delivery and usage under tropical conditions characterised by high temperature and high humidity.	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
6	**ENGINE** • 4 stroke cycle diesel engine incorporating 4 or 6 in-line cylinders and direct injection fuel system. • Maximum power output between **75 hp (58 kW) -175 hp (130 kW) at 3600 rpm.** • Maximum torque between **260 Nm - 380 Nm at 1600- 2800 rpm** • Capacity (displacement) shall be **between 4000-5000cc.** • Shall be designed to operate efficiently without undue knocking sound on the grade of fuel available in Malawi. • The engine must operate efficiently on altitudes of 1800m (5905ft) above sea level.	M	
9	**FUEL SYSTEM** Fuel filling point (s) must be accessible from outside cab. Fuel tank capacity must not be less than **85 litres.** The fuel tank must have adequate protection from damage by objects thrown up from the road.	M	
10	**COOLING SYSTEM** Shall be water cooling system of adequate capacity to deal with full load operation in tropical conditions. It shall have a pressurized corrugated fin type radiator forced fed by a centrifugal water pump with wax pellet type thermostat and a bypass.	M	
	LUBRICATION		

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
11	Oil shall be forced fed by a gear pump. Replaceable oil filter with a bypass.	M	
12	**BRAKES** Front service brake shall be ventilated disc type while rear service brake shall be drum type. Parking brakes shall be spring actuated, on rear axle, manually operated by hand lever and must be capable of holding the vehicle stationary on all gradients when facing either up or down.	M	
4	**STEERING SYSTEM** The vehicle shall be fitted with right hand adjustable steering, typical vehicles driven on left hand side of the road. • Power assisted steering	M	
13	**SUSPENSION AND AXLES** **Front :** Coil spring or double wishbone torsion bar with telescopic shock absorbers. **Rear :** One rigid axle with semi- elliptic leaf springs and telescopic shock absorbers.	M	
14	**TRANSMISSION** Manual gearbox with not less than 5 forward speed synchromesh gears plus reverse gear. Floor mounted gear lever. Shall incorporate a differential lock and a Limited Slip Differential (LSD).	M	
16	**ELECTRICAL SYSTEM**	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	• **A 12v alternator based electric system** with negative earth shall be provided. • Heavy duty battery • Electrically operated horn shall be fitted • Two flash turn indicator shall be fitted. • Two parking lights • Two reverse lights • Two adjustable head lights (high & low beams) • Cab interior lights • Instrument panel light		
18	**INSTRUMENTS** • Instruments shall be labelled in English and all graduations calibrated in S1 – metric derived units whereby speed shall be in kilometres per hour and distance travelled in kilometres. • Equivalent imperial units may be used in parentheses. A list of all instruments warning lights and warning buzzers provided shall be given in the tender with an explanation of function thereof, of which the following	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	constitute minimum requirement. • Speedometer with odometer, fuel gauge, water temperature gauge, Ammeter, oil pressure gauge, vehicle turn indicator and beam pilot indicators.		
19	**SAFETY** • Warning lights or buzzers shall be fitted to indicate low fluid level in some systems. • Fire extinguisher • SRS Air bags • Two Triangle caution plates • 3- point inertia reel seat belts for driver and at least 3 passengers	M	
20	Towing hook shall be fitted both front and rear	M	
21	**SECURITY** • Engine sump guard • Anti-theft alarm system • Lockable spare tyre carrier • Remote controlled central locking system • Transfer box protector	M	
22	MISCELLENEOUS • Fog lights • Leather seats • Power operated windows • Fitted with Roof Carrier		
22	**COLOUR**	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	The vehicle shall be white in colour. However, other colours may be acceptable in which case the bidder shall indicate the offered colour.		
23	**WHEELS** • Tyres shall be of heavy duty construction suitable for harsh conditions including high temperature service, with two tyres in the front and two tyres at the rear plus spare wheel. • Rim size and type shall be 16" x 7" steel or alloy type. • Tyres shall be 7.50 R 16C or equivalent. • Alternative tyres of different type, size or ply ratings must be quoted by bidder if they are available	M	
	Overall length: **2500-4850 mm**		
	Overall width: **1500-1900 mm**		
	Overall Height: less than **2200 mm**		
	Ground clearance **not less than 220mm**	M	
	Gross vehicle weight: **2800-3500 kg**	M	
	Seating capacity: **10 people** including driver.	M	
25	**TOOLS** Manufactures approved Hydraulic jack and tool kit shall be provided. GENERAL PERFORMANCE TECHNICAL LITERATURE / MANUALS • Owner's manual English	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	Two smart keys or two ignition keys, **two** door keys if different from ignition) and two keys of and other different lock shall be supplied with each specified item.		
26	**WARRANTY** The bidder must be able to carry out repairs for the first **100,000 km** or **36 months.**		
27	**GARAGE** The bidder shall have wall established Garages in all the three regions of Malawi	M	
28	**ROAD TRAFFIC ACT** The vehicle shall conform to the current Malawi Road Traffic Regulations, shall be fitted with front and rear reflecting number plates and shall, at time of delivery, posses a current certificate of fitness issued by Road Traffic and Safety Services Directorate	M	
29	The following shall be inscribed or painted on Near side of outside of the cab: Name and address of the registered owner (in this case the Purchaser). Gross weight (GVW) Net weight (NVW) Pay load or seating capacity.	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
a	*b*	*c*	*D*
LOT 2	**4 X4 Double Cabin with Canopy**		
1	**4 X4 Double Cabin with Canopy** to be supplied shall be new (Year of make 2025/2026), of recent design and free from manufacturing and / or material defects at the time of delivery.	M	
2	The cabin shall be dust and water proof, have adequate sound proofing and must have an air conditioner and a radio with front loader CD, USB & AUX ports. The cab shall be fitted with at least **two external** view mirrors and an **interior** rear view mirror. The vehicle shall have **four** doors. The rear cab shall be fitted with ventilation windows.	M	
3	The vehicle shall comprise a rigid non-integral steel chassis and suitable for continual use on unpaved off- road	M	
4	All surfaces and upholstery shall be finished to a grade that is comfortable to the user; clean, polished or painted.	M	
5	The vehicle shall be suitable, treated and processed for storage, delivery and usage under tropical conditions characterised by high temperature and high humidity.	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
6	**ENGINE** • 4 stroke cycle diesel engine incorporating 4 in-line cylinders, direct injection, turbo charger and intercooler. • Maximum power output between **75 hp (58 kW) -290 hp (215kW) at 3600 rpm.** • Maximum torque between **320 Nm - 470 Nm at 1600- 2800 rpm** • Capacity (displacement) shall be **between 1900-2500cc.** • Shall be designed to operate efficiently without undue knocking sound on the grade of fuel available in Malawi. • The engine must operate efficiently on altitudes of 1800m (5905ft) above sea level.	M	
7	**FUEL SYSTEM** Fuel filling point (s) must be accessible from outside cab. Fuel tank capacity must not be less than **70 litres.** The fuel tank must have adequate protection from damage by objects thrown up from the road.	M	
8	**COOLING SYSTEM** Shall be water cooling system of adequate capacity to deal with full load operation in tropical conditions. It shall have a pressurized corrugated fin type radiator forced fed by a centrifugal water pump with wax pellet type thermostat and a bypass.	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
9	**LUBRICATION** Oil shall be forced fed by a gear pump. Replaceable oil filter with a bypass.	M	
10	**BRAKES** Front service brake shall be ventilated disc type while rear service brakes shall be ventilated disc or drum type. Parking brakes shall be spring actuated, on rear axle, manually operated by hand lever and must be capable of holding the vehicle stationary on all gradients when facing either up or down.	M	
11	**STEERING SYSTEM** The vehicle shall be fitted with right hand adjustable steering, typical vehicles driven on left hand side of the road.	M	
12	**SUSPENSION AND AXLES** **Front :** Coil spring or independent double wishbone torsion bar with telescopic shock absorbers. **Rear :** One rigid axle with semi- elliptic leaf springs and telescopic shock absorbers.	M	
13	**TRANSMISSION** Manual gearbox with not less than 5 forward speed synchromesh gears plus reverse gear. Floor mounted gear lever. Shall incorporate a differential lock and a Limited Slip Differential (LSD).	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
14	**ELECTRICAL SYSTEM** • **A 12v alternator based electric system** with negative earth shall be provided. • Heavy duty battery • Electrically operated horn shall be fitted • Two flash turn indicator shall be fitted. • Two parking lights • Two reverse lights • Two adjustable head lights (high & low beams) • Cab interior lights • Instrument panel light	M	
15	**INSTRUMENTS** • Instruments shall be labelled in English and all graduations calibrated in S1 – metric derived units whereby speed shall be in kilometres per hour and distance travelled in kilometres. • Equivalent imperial units may be used in parentheses. A list of all instruments warning lights and warning buzzers provided shall be given in the tender with	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	an explanation of function thereof, of which the following constitute minimum requirement. • Speedometer with odometer, fuel gauge, water temperature gauge, Ammeter, oil pressure gauge, vehicle turn indicator and beam pilot indicators.		
16	**SAFETY** • Warning lights or buzzers shall be fitted to indicate fluid level in some system and when in reverse. • At least 5 SRS Air bags • Fire extinguisher • Two Triangle caution plate • 3- point inertia reel seat belts for passengers and driver	M	
17	Towing hook shall be fitted both front and rear	M	
18	**SECURITY** • Engine sump guard • Anti-theft alarm system • Lockable spare tyre carrier • Lockable canopy • Remote controlled central locking system • Transfer box protector	M	
19	**MISCELLANEOUS** Fitted with the following: • Nudge bar • Roll bar • Fog lamps	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	• Standard Canopy • Side steps.		
20	**COLOUR** The vehicle shall be white in colour. However, other colours may be acceptable in which case the bidder shall indicate the offered colour.	M	
21	**WHEELS** • Tyres shall be of heavy duty construction suitable for harsh conditions including high temperature service, with two tyres in the front and two tyres at the rear plus spare wheel. • Rim size and type shall be 16" x 7" steel or alloy type. • Tyres shall be 245/70 R 16C • Alternative tyres of different type, size or ply ratings must be quoted by bidder if they are available	M	
22	**DIMENSIONS AND WEIGHT** Vehicles to supplied shall have the following measurements and weights:- Wheel base : **2900-3200 mm**	M	
	Overall length : **2000-5500 mm**	M	
	Overall width : **1500-3000 mm**	M	
	Overall Height : less than **2000 mm**	M	
	Ground clearance **not less than 200mm**	M	
	Gross vehicle weight: **2500-3500 kg**	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	Seating capacity: **5 people** including driver.	M	
23	**TOOLS** • A manufacturer's tool kit shall be provided • Manufacturer's approved jack. GENERAL PERFORMANCE TECHNICAL LITERATURE / MANUALS • Owner's manual in English **Smart entry or Two** ignition keys or **Two smart** entry keys, **two** door keys if different from ignition) and two keys of and other different lock shall be supplied with each specified item.	M	
24	**WARRANTY** The bidder must be able to carry out repairs for the first **100,000 km** or **12 months.**	M	
25	**GARAGE** The bidder shall have well established Garages in all three regions of Malawi	M	
26	**ROAD TRAFFIC ACT** The vehicle shall conform to the current Malawi Road Traffic Regulations, shall be fitted with front and rear reflecting number plates and shall, at time of delivery, possess a current certificate of	M	

Item No.	Technical Specification of items required including applicable standards	Mandatory	Compliance of specification offered
	fitness issued by Road Traffic and Safety Services Directorate		
27	The following shall be inscribed or painted on Near side of outside of the cab: Name and address of the registered owner (in this case the Purchaser). Gross weight (GVW) Net weight (NVW) Pay load or seating capacity.	M	

The detailed technical evaluation will examine the technical specification of the items offered in column d and determine or verify whether this meets the minimum specification required in column "B". Bidders must complete column "d" or the Bid will be rejected. Column "C" indicates whether the item is a "Mandatory" requirement by use of the letter **"M".** Any item without an **"M"** in column "C" is considered non-mandatory and subject to a reasonable variation in specification or performance to be assessed during evaluation in accordance with Section 3. **Note that Bidders are required to include technical literature to support the details provided in column "D".**

Standard Bidding Document for Plant, Vehicle and Equipment
Drawings

Procurement Reference Number:

List of related Drawings		
Drawing number	**Drawing name**	**Purpose**

Standard Bidding Document for Plant, Vehicle and Equipment
Handling Alternative Bids

(Performance Requirement and Compliance Sheet)

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

[Column "B" states the minimum Performance Requirements of the PVE required by the Procuring and Disposing Entity.]. Plant, Vehicle and Equipment is hereby abbreviated to PVE

[The Bidder is to complete column "C" with the performance requirements of the PVE offered and to state whether performance of the offered PVE "comply" or do "not comply" giving details of the areas of compliance and non-compliance respectively.]

Item No.	Performance Requirement including applicable standards	Compliance of Performance Requirements
A	***B***	***C***
1	Meet the objectives and/or performance requirements prescribed in the Statement of Requirements	
2	Be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document	
3	Clearly state the benefits of the alternative Bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit	
4	Provide a separate Bid Security or Bid Securing Declaration	

The detailed technical evaluation will examine the Performance Requirements of the PVE offered in column "C" and determine or verify whether this meets the minimum Performance Requirements required in column "B". Bidders must complete column "C" or the Bid will be rejected. **Bidders are required to include technical literature to support the details provided in column "C".**

Section 8. General Conditions of Contract

1. Definitions

29.2 In these General Conditions of Contract, unless the context otherwise requires -

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

30.3 "Contract Documents" means the documents listed in the Agreement, including any amendments thereto;

31.3 "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;

32.3 "Day" means calendar day;

33.3 "delivery" means the transfer of the Goods from the Supplier to the Procuring and Disposing Entity in accordance with the terms and conditions set forth in the Contract;

34.3 "completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

35.3 "eligible countries" means the countries and territories eligible as listed in Section 3 of the Bidding Document;

36.3 "GCC" means the General Conditions of Contract;

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

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

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

40.3 "SCC" means the Special Conditions of Contract;

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

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

43.3 " site," where applicable, means the place named in the SCC.

2. Interpretation

30.2 In interpreting these General Conditions of Contract—

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

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

29.5 The documents forming the Contract shall be—

29.6 the Agreement;
30.6 the General Conditions of Contract;
31.6 the Special Conditions of Contract;
32.6 Statement of requirements;

33.6 Specifications;
34.6 Drawings;
35.6 Bill of Quantities or Activity Schedule;
36.6 Notification of award;
37.6 Supplier's Bid; and
38.6 any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Corruption and Fraud

31.2 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined Section 6 of the Bidding Document.

(a) In line with the existing ant-corruption law and policy, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in Section 6, as part of the qualification criteria.

4. Language

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

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

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

5. Joint Venture, Consortium or Association

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

6. Eligibility of Goods and related Services

33.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the laws of Malawi.

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

7. Notices

34.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form.

33.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1. A party receiving a notice shall produce proof of receipt.

8. Governing Law

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

9. Settlement of Disputes

(a) The Procuring and Disposing Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(a) If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of the consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

10. Scope of Supply

(b) Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Statement of Requirements.

(i) Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

11. Delivery

Subject to clause 35.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

12. Responsibilities of a Supplier

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

13. Responsibilities of a Procuring and Disposing Entity

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

(a) The Procuring and Disposing Entity shall pay all costs involved in the performance of its responsibilities, in accordance with clause 16.1.

14. Contract Price

37.3 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.

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

15. Terms of Payment

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

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

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

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

16. Taxes and Duties

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

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

(b) If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Republic of Malawi, the Procuring and Disposing Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

(b) For purposes of this Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges (called "tax" in this sub-clause) prevailing at the date twenty-eight (28) days prior to the date of Bid submission in the Republic of Malawi. 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 Supplier, 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.

17. Performance Security

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

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

(c) The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring and Disposing Entity and shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity. A performance security issued by a reputable bank that does not have an office in Malawi, will be considered valid if it is acceptable to the Reserve Bank of Malawi.

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

18. Copyright

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

19. Confidential Information

3.2 The Procuring and Disposing Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

1. Notwithstanding clause 19.1, the Supplier may furnish to its subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under clause 22.

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

1. The obligation of a party under clauses 19.1 and 19.2 above, however, shall not apply to information that—
   6.2 the Procuring and Disposing Entity or Supplier need to share with any other institutions participating in the financing of the Contract;

   7.2 enters the public domain through no fault of that party;

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

   9.2 otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

1. The provisions of clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

1. The provisions of clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

4.2 The Supplier shall notify the Procuring and Disposing Entity in writing of all subcontracts awarded under the Contract if not already specified in the Bid.

2. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

1. Subcontracts shall comply with the provisions of clauses 3 and 7.

21. Specifications and Standards

5.2 Technical Specifications and Drawings—

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

21.3 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring and Disposing Entity, by giving a notice of such disclaimer to the Procuring and Disposing Entity; and

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

2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring and Disposing Entity and shall be treated in accordance with clause 35.

22. Packing and Documents

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

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

23. Protection of the Environment

7.2 The Supplier shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise, and other results of his operations. The Supplier shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4. Within twenty-one (21) calendar days after signing of the contract, the successful Bidder shall where applicable, furnish to the PDE if required in the BDS, the Environmental and Social (ES) Performance Security in the amount stipulated in the SCC and in the form of a demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of the currencies of the Contract. The Environment and Social (ES) Performance Security shall be issued by a reputable bank in an eligible country but acceptable to the Reserve Bank of Malawi.

20.4 Failure of the successful Bidder to submit the above-mentioned Environmental and Social (ES) Performance Security shall constitute sufficient ground for annulment of the contract award decision. In this case, or where the successful Bidder fails to sign the contract as stated in clause 54.2 of the ITB, the successful Bidder's Bid Security shall be forfeited. In that event, the PDE may award the contract to the next best ranked Bidder whose Bid was evaluated at the financial comparison stage.

24. Prohibition of Child Labour and other Harmful Labour Practices

8.2 The Bidder shall not employ underage children in accordance with the labour laws and regulations applicable in Malawi and internationally.

5. A Bidder shall ensure that it complies with all prohibition policies, programs and interventions against gender inequality, sexual exploitation, and abuse, under laws and regulations applicable in Malawi and internationally on gender equality.

25. Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation,

storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

26. Transportation

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

27. Inspections and Tests

21.6 The Supplier shall at its own expense and at no cost to the Procuring and Disposing Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.

21.4 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Malawi as specified in the SCC. Subject to GCC Sub-Clause 28.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.

21.5 The Procuring and Disposing Entity or its designated representative shall be entitled to attend the tests or inspections referred to in GCC Sub-Clause 28.2, provided that the Procuring and Disposing Entity bear all its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

21.7 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring and Disposing Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring and Disposing Entity or its designated representative to attend the test and/or inspection.

21.8 The Procuring and Disposing Entity may require the Supplier to carry out any test or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract:

Provided that—

32.2 the Supplier's reasonable costs and expenses incurred in the carrying out of such test or inspection shall be added to the Contract Price; and

33.2 such test or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

1. The Supplier shall provide the Procuring and Disposing Entity with a report of the results of any such test or inspection.

1. The Procuring and Disposing Entity may reject any Goods or any part thereof that fail to pass any test or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring and Disposing Entity, and shall repeat the test and/or inspection, at no cost to the Procuring and Disposing Entity, upon giving a notice pursuant to clause 27.4.

1. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring and Disposing Entity or its representative, nor the issue of any report pursuant to sub-clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

Except as provided under clause 34, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring and Disposing Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to clause 37.

29. Warranty

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

23.4 Subject to sub-clause 24.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Malawi.

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

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

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

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

30. Patent Indemnity

22.12 The Supplier shall, subject to the Procuring and Disposing Entity's compliance with clause 31.2, indemnify and hold harmless the Procuring and Disposing Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring and Disposing Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of—

27.7 the installation of the Goods by the Supplier or the use of the Goods in Malawi; and

28.7 the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

24.4 If any proceedings are brought or any claim is made against the Procuring and Disposing Entity arising out of the matters referred to in clause 31.1, the Procuring and Disposing Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring and Disposing Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

26.3 If the Supplier fails to notify the Procuring and Disposing Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring and Disposing Entity shall be free to conduct the same on its own behalf.

28.4 The Procuring and Disposing Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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

31. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct—

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

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

32. Change in Laws and Regulations

1. Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, is enacted, promulgated, abrogated, or changed in the place of the Republic of Malawi where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date or the Contract Price, then such Delivery Date or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

1. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause 17.

33. Force Majeure

E. 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.

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

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

34. Modification and Contract Amendments

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

19.2 drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring and Disposing Entity;

20.2 the method of shipment or packing;

21.2 the place of delivery; and

22.2 the Related Services to be provided by the Supplier.

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

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

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

35. Extension of Time

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

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

2. Except in case of Force Majeure, as provided under clause 34, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to clause 29, unless an extension of time is agreed upon, pursuant to clause 36.1.

36. Termination

H. Termination for Default

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

19.4 if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to clause 36; or

20.4 if the Supplier fails to perform any other obligation under the Contract.

20.3 In the event the Procuring and Disposing Entity terminates the Contract in whole or in part, pursuant to clause 36.1(a), the Procuring and Disposing Entity may procure, upon such terms and in a manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring and Disposing Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

21.3 if the Supplier, in the judgment of the Procuring and Disposing Entity has engaged in corrupt or fraudulent practices, as defined in clause 3, in competing for or in executing the Contract.

3. Termination for Insolvency

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

19.5 Termination for Convenience

19.6 The Procuring and Disposing Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring

and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which the termination becomes effective.

20.6 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring and Disposing Entity at the Contract terms and prices. For the remaining Goods, the Procuring and Disposing Entity may elect—

20.3 to have any portion completed and delivered at the Contract terms and prices; or

21.3 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

37. Assignment

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

Section 9. Special Conditions of Contract

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

GCC clause reference	Special Conditions
GCC 1.1	The Procuring and Disposing Entity is: **Mwanza District Council**
GCC 1.1	The Site is: **Plant,Vehicles,Hiring and Engineering Services(PVHES)-Blantyre Region Offices**
GCC 4.1	The language shall be: **English**
GCC 5	The suppliers in a joint venture shall be: **Declare lead Partner**
GCC 7	For **notices**, the Procuring and Disposing Entity's ,address shall be: Attention: **The IPDC Chairperson, Mwanza District Council** Street Address: Name of Building:

GCC clause reference	Special Conditions
	Floor/ Room number: City: Postal Address/Post Code: **Private Bag 3,Near Mwanza Police Station, Mwanza** Malawi Telephone: Email address: For **notices**, the Supplier's address shall be: Attention: Street Address: Name of Building: Floor/ Room number: City: Postal Address/Post Code: Telephone: Email address:
GCC 8	The governing law shall be: **Laws of Malawi**
GCC 9	The formal mechanism for the resolution of disputes shall be: **Negotiation,PPDA,Arbitration (in that order if not resolved with previous approach)**
GCC 10	The scope of supply is defined in: **Statement of Requirements**
GCC 12	Spare Parts to be supplied under the Contract are: **NA**
GCC 26	The shipping and other documents to be furnished by the Supplier are: **Delivery note, Commercial Invoice (Malawi kwacha), MRA customs clearance certificate (proof of duty paid), Certificate of Origin, Registration documents(Blue book, COF,Insurance),PVHES Blantyre Inspection Certificate, User manual and any other relevant documents**
GCC 14.2	The price adjustment shall be: **NA**
GCC 15.1	The terms of payment shall be: **100% within thirty days after delivery at DDP Blantyre Plant,Vehicles,Hiring and**

GCC clause reference	Special Conditions
	Engineering Services Regional premises, and submission of all required documents.
GCC 15.4	The currency for payments shall be: **Malawi Kwacha**
GCC 16.1	The Supplier shall be responsible for all import duties and taxes except for the following: **None, Blantyre Plant,Vehicles,Hiring and Engineering Services Regional premises-All duties,VAT,excercise included in contract price**
GCC 16.2	The Supplier shall be responsible for all import duties and taxes imposed by law in Malawi on the Goods except for the following: **None, DDP Mwanza District Council Premises-All duties, VAT, exercise included in contract price**.
GCC 17.1	The amount of the Performance Security shall be: **NA**
GCC 17.3	The types of acceptable Performance Securities are: **NA**
GCC 17.4	Discharge of Performance Security shall take place: **NA**
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: **TBA**
GCC 25	The insurance coverage shall be: **For One Year**
GCC 26	Responsibility for transportation of the Goods shall be**: With the Supplier to the point of final delivery (in accordance with the Incoterms specified in the Schedule of Supply).**
GCC 27.2	Inspections and tests will be conducted at: **The point of delivery at final point of delivery Blantyre PVHES Regional Premises with Inspection done by PVHES. Goods supplied from abroad shall be subject to pre-delivery inspections to ascertain compliance with the specifications split out in relevant sections of this document.**
GCC 28	The liquidated damages shall be: ……**0.5.** % per week
GCC 28	The maximum total percentage for liquidated damages shall be: **1%**
GCC 29.3	The period of validity and conditions of the Warranty shall be: **36 Months**
GCC 29.5	The repair or replace period will be: 7 **Days**

Section 10. Contract Forms
Agreement

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

WHEREAS the Procuring and Disposing Entity—

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

27.7 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

28.7 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1. the General Conditions of Contract;
2. the Special Conditions of Contract;
3. Statement of requirements;
4. Specifications;
5. Drawings;
6. Bill of Quantities or Activity Schedule;
7. Notification of award;

8. Supplier's Bid; and
9. any other document listed in the Special Conditions of Contract as forming part of the Contract.

29.7 In consideration of the payments to be made by the Procuring and Disposing Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

30.7 The Procuring and Disposing Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

for the Procuring and Disposing Entity

Name …… in the capacity of …….

Signature……

Witness …….. Signature …….

For and on behalf of the Supplier

Name ……. in the capacity of …….

Signature……

Witness ……Signature

Performance Security
(Bank Guarantee)

Date: .....
Procurement Reference Number: .....

To: .....

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

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

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

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

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

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

Name ..... In the capacity of .....

Signed .....

Duly authorised to sign the authorisation for and on behalf of .....

Dated on ..... day of ....., 20.....

Standard Bidding Document for Plant, Vehicle and Equipment

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

Advance Payment Security

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

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

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

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

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

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

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

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

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

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

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

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

Standard Bidding Document for Plant, Vehicle and Equipment

Environmental and Social (ES) Performance Security

[The Environmental and Social Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the Contract Price specified in the Contract, and should be denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Procuring and Disposing Entity].

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

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

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

WHEREAS [**insert name and address of Contractor**] (hereinafter called the "Contractor") has undertaken, pursuant to the Contract referenced above, dated [**insert date (as day, month and year) of contract**] to execute [**insert brief description of Works**] (hereinafter called the "Contract");

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract;

AND WHEREAS the undersigned [**insert complete name of Guarantor**], legally domiciled in [**insert complete address of Guarantor**], (hereinafter the "Guarantor"}, have agreed to give the Contractor a security;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of [**insert currency and amount of Guarantee in words and figures**], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [**insert currency and amount of Guarantee in words and figures**] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain in force up to and including _____ [**insert date: day, month, year**]

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 458, except that sub - article 20(a) is hereby excluded.

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

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

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

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

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