



**RFP No. IFB/MMB/04/02/2021
to source 5 vehicles for
delivery and use in Malawi**

02 February 2021

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1 Overview of the Requirement and Procurement Process

The purpose of this Request for Proposal (RFP) is to source five vehicles for use on and off-road throughout Malawi. Delivery and handover of such vehicles will take place in Lilongwe, Malawi.

1.1 The Company

Mott MacDonald is a £1.4bn turnover, employee-owned management, engineering and development consultancy serving the public and private sectors around the world. We employ around 17,000 staff and work across more than 200 offices globally, undertaking projects in 140 countries. Our expertise and resources help deliver projects covering:

• Buildings	• Environment
• Education	• Communications
• Health	• Industry
• Oil and Gas	• Power
• Transport	• Water
• Mining	• Urban Development
• International Development	

Additional general information about Mott MacDonald can be found at www.mottmac.com.

1.2 Background & Current Situation

Mott MacDonald Limited has been appointed by the UK Foreign Commonwealth and Development Office (FCDO) – formerly DFID, to deliver the Strengthening the Teaching of Primary School Mathematics in Malawi programme. The programme will provide technical assistance to the Ministry of Education, Science and Technology (MoEST) to help improve the quality of mathematics teaching in lower primary school (standards 1-4) nationwide by facilitating the revision of the mathematics curriculum for lower primary, develop corresponding teaching and learning materials, design teacher training strategies (including school-based support structures), rigorously pilot the new materials document impact, refine the materials and training strategies, and then oversee the national scale-up.

Delivery of these services requires mobility of programme personnel throughout Malawi, including remote areas accessible only by traversing unmade roads and other rough terrain. This requires both saloon vehicles and robust and reliable four-wheel-drive vehicles suited to off-road use.

1.3 Overview of goods required

A combination of four-wheel-drive and passenger vehicles to supplement our fleet. See Section 3 for detailed specifications.

1.4 Timescales

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Company does not intend to depart from the timetable it reserves the right to do so at any stage.

Table 1: Proposed timetable

Date	Action
9 February 2021	RFP to be published.
9 February 2021	Clarification period for RFP opens.
22 February 2021	Clarification period closes.
23 February 2021 1300 (Malawi time)	Closing date and time for receipt by the Company of Suppliers' RFP Responses (bids).
23 February 2021 1315 (Malawi time)	Opening of bids, in the presence of bidders and/or their representatives who choose to attend.
23 – 25 February 2021	Evaluation of bids and selection of supplier.
26 February 2021	Notification of outcome to selected supplier.
March 2021	Delivery of vehicles.

1.5 Company's Contact Details

Unless stated otherwise in this RFP or in writing from the Company, all correspondence and communications from Suppliers during the period of this procurement exercise must be directed to the Company's designated contact:

Name: **Gibson Nyirenda**

Contact telephone number: **+265 (0) 999 734 675**

Email: gibson.nyirenda@mottmac.com

All email communications should bear the subject line **"INVITATION FOR BIDS (IFBS) FOR SUPPLY AND DELIVERY OF FIVE VEHICLES IN MALAWI (RFP No. IFB/MMB/04/02/2021)"**. Please ensure that the name, contact details and position of the person making the enquiry are clearly identified in any written communication.

1.6 Response Required

Prospective Suppliers are asked to submit responses in the manner set out in Sections 3 and 4 of this RFP document. In addition to returning a compliant RFP Response, the Company would also consider any alternative proposals Suppliers might wish to suggest which could in their opinion fulfil our requirements.

1.7 Glossary

- Unless the context otherwise requires, the following words and expressions used within this RFP document shall have the following meanings:

Table 2: Definitions of terms used in this document

Term	Meaning
"Agreement" or "Contract"	The agreement to be entered into by the Company and the Supplier following any award under the procurement exercise to supply the goods and/or services.
"Charges" or "Prices"	The costs, prices and related expenses proposed by the Supplier in relation to the supply of the goods and/or services.
"Company" or "Mott MacDonald"	Mott MacDonald Group Limited and its subsidiary companies.
"Deadline"	The closing date for RFP Responses, as shown in Section 1.4 – Timescales.
"Due Diligence Information"	The background and supporting documents and information provided by the Company for the purpose of better informing Suppliers' responses to this RFP.
"Instructions to Suppliers"	The terms and conditions set out in this RFP relating to the submission of a Response.
"Request for Proposal" or "RFP"	This Request for Proposal document and all related documents published by the Company and made available to Suppliers (including any Due Diligence Information).
"RFP Response" or "Response" or "Tender" or "Bid".	A Supplier's formal offer in response to this Request for Proposal.
"Supplier" or "Suppliers" or "Tenderer" or "Tenderers"	The party/parties responding to or contemplating a response to this RFP.

2 Instructions to Tenderers

2.1 Introduction

- This RFP is in four sections:
 - Section 1 states the outline of the requirement.
 - Section 2 contains the Instructions to Tenderers and the conditions of this RFP.
 - Section 3 contains the detailed specifications/scope of the requirement.
 - Section 4 specifies the format or manner in which Tenderers are requested to respond.
- Potential Suppliers are free to express and propose in their response the solution(s) that they believe meet best the Company's requirement.
- Suppliers shall under in no circumstances be entitled to recover from the Company any costs, charges, expenses, or claims associated with the preparation and submission of a response to this RFP, including in the event of this RFP or subsequent Tender being withdrawn.
- Whilst it is the Company's intention to purchase the goods/services described herein from the Supplier(s) appointed, this does not confer any exclusivity on any appointed Supplier. The Company reserves the right to purchase any goods/services (including those similar to the goods/services covered by this procurement exercise) from any supplier.

2.2 General

- These instructions are designed to ensure that all Suppliers are given fair and equal access and consideration. It is important therefore that Tenderers provide all the information asked for in the format and manner specified.
- Suppliers should read these instructions carefully before submitting a Tender. Failure to comply with these requirements for completion and submission of the RFP Response may result in the rejection of the Tender. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the goods/services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Supplier accepts these Conditions.
- All material issued in connection with this RFP shall remain the property of the Company and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Company or securely destroyed by the Supplier (at the Company's option) at the conclusion of the procurement exercise.
- The Supplier shall ensure that each and every supplier, sub-contractor, consortium member and adviser that they chose to work with in responding to this RFP abides by the terms of these instructions.
- The Supplier shall not contact any employee, agent or consultant of the Company that is in any way connected with this procurement exercise during the period of this procurement exercise, save for the Company's designated contact, unless instructed otherwise by the Company in writing.
- The Company shall not be committed to any course of action as a result of: issuing this RFP or any invitation to participate in this procurement exercise; an invitation to submit any Response in respect of this procurement exercise; communicating with a Supplier or a

Supplier's representatives or agents in respect of this procurement exercise; or any other communication between the Company (whether directly or by its agents or representatives) and any other party.

- Suppliers shall accept and acknowledge that by issuing this RFP the Company shall not be bound to accept any subsequent Tender and reserves the right not to conclude an Agreement, where applicable, for some or all of the goods and/or services for which Tenders are invited.
- The Company reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

2.3 Confidentiality

- Subject to the exceptions stated below, the contents of this RFP are made available by the Company with the following conditions:
 - Suppliers shall always treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain.
 - Suppliers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or permit any of these things to happen.
 - Suppliers shall not use any of the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a response to the RFP.
 - Suppliers shall not undertake any publicity activity within any section of the media, including but not limited to social networking and online blogs, in relation to this RFP.
- Suppliers may disclose, distribute, or pass any of the Information to its advisers, sub-contractors or to another person provided that at least one of the following conditions applies:
 - This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Supplier.
 - The Supplier obtains the prior written consent of the Company in relation to such disclosure, distribution or passing of Information.
 - The Supplier is legally required to make such a disclosure.
- The Company may disclose detailed information and responses relating to this RFP and any subsequent Tenders to its officers, employees, agents, or advisers.
- Where a Supplier has requested information or clarification then the Company reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers involved, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier's commercial confidentiality in relation to its Response.
- In this section, the definition of 'person' includes but is not limited to any person, firm, corporate body, or unincorporated association.

2.4 Clarification

- It is anticipated that sufficient information has been provided herein to allow Suppliers to prepare their response. However, should additional information be deemed necessary, please submit a request by email to the Company's designated contact. The Company will endeavour to answer all questions as quickly as possible. If, in our opinion, the question and answer are deemed to be of interest to all potential Suppliers, then we reserve the right to respond with the question and answer to all potential Suppliers. Care will be taken to ensure that the identity of the party asking the question will remain anonymous.

2.5 Preparation of Responses

- Suppliers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of the Response. Suppliers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will the Company, or any of its officers, employees, agents, or advisers, be liable for any costs or expenses borne by Suppliers or their sub-contractors, suppliers, or advisers in this process.
- The Company relies on Suppliers' own analysis and review of information provided. Consequently, Suppliers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- Suppliers must form their own opinions, making such investigations, and taking such advice (including professional advice) as is appropriate, regarding the scope of supply and any subsequent Response, without reliance upon any opinion or other information provided by the Company or its advisers or representatives. Suppliers must notify the Company promptly of any perceived ambiguity, inconsistency, or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement process.

2.6 Submission of Responses

- Responses are to be received by the Company no later than the closing date and time stated in Section 1.4.
- The Company may at its own absolute discretion extend the closing date and the time for receipt of Responses. Any extension granted will apply to all Suppliers.
- Suppliers must submit Responses according to the instructions set out Section 4
- It is anticipated that all Responses can be processed from the submitted documents but if Suppliers would like to ask any question, they may do so by emailing the Company's designated contact. The Company will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- Suppliers' Response and any documents accompanying it must be in the English language.
- Suppliers may include in the Response a small amount of related and relevant information which has not been specifically requested in the RFP.

2.7 Canvassing

- Any Supplier who directly or indirectly canvasses any officer, member, employee, or agent of the Company concerning this procurement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Supplier, Tender or proposed Tender may be disqualified.

2.8 Disclaimers

- Whilst the information in this RFP has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- Suppliers should note that the details, volumes, and any potential service dates set out in this document are estimates only. They are not intended to provide any commitment as to the value of goods/services that the Company may purchase using this or any other procurement.

- Any Agreement(s) awarded will be non-exclusive. The Company gives no undertaking that it will purchase the whole or any of the requirements for goods/services through such arrangement.
- Neither the Company nor its advisers, directors, officers, members, partners, employees, other staff or agents:
 - Makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP.
 - Accepts any responsibility for the information contained in the RFP or for the fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- Any persons considering making a decision to enter contractual relationships with the Company following receipt of the RFP should make their own investigations and their own independent assessment of the Company and its requirements for the goods/services and should seek their own professional advice.
- Any Agreement concluded as a result of this RFP shall be governed by the Laws of England and Wales, or by the laws of the country in which the Supplier is based, or by alternative laws and jurisdiction, at the Company's discretion.

2.9 No Inducement or Incentive

- The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a Response or enter into any subsequent Agreement or any other contractual arrangement.

2.10 Acceptance and Admission to the Agreement

- The Company shall be under no obligation to contract with, or conclude any Agreement with the Supplier following receipt of its Response to this RFP or any subsequent tender documentation, irrespective of whether it has tendered the lowest price.

2.11 Amendments to RFP Documents

- At any time prior to the deadline for the receipt of RFP Responses, the Company may modify the RFP by amendment. Any such amendments will be numbered and dated and issued to all prospective Suppliers prior to the Deadline for the submission of Responses. To give prospective Suppliers reasonable time in which to take the amendment into account in preparing their Responses, the Company may, at its discretion, extend the Deadline for receipt of Responses.

2.12 Late Responses

- Any Response received at the designated point after the Deadline for receipt of Responses may be rejected unless the Supplier can provide irrefutable evidence that the Response was capable of being received by the due date and time.

2.13 Modification and Withdrawal

- Suppliers may modify or withdraw their Response prior to the Deadline by giving notice to the Company in writing or via electronic submission to the Company's designated contact.

- Suppliers may withdraw their Response at any time prior to accepting the offer of an Agreement following the final stage of the tender process. The notice to withdraw the Response must be in writing and sent to the Company by recorded delivery or equivalent service and delivered to the Company's designated contact.

2.14 Right to Reject/Disqualify

- The Company reserves the right to reject or disqualify a Supplier where one or more of the following apply:
 - The Supplier fails to comply fully with the requirements of this RFP.
 - The Supplier is guilty of serious misrepresentation in relation to its Tender and/or the Tender process or in supplying any information required in this document.
 - There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Supplier.
 - There is evidence that the Supplier has acted in collusion with another party.

2.15 Right to Cancel, Clarify or Vary the Process

- The Company reserves the right to:
 - Amend the terms and conditions of the Tender process.
 - Cancel the evaluation process at any stage.
 - Require the Supplier to clarify its Response in writing and/or provide additional information. Failure to respond adequately may result in the Supplier not being selected.

2.16 Customer References

- The Company may wish to contact and/or visit one or more customer references submitted by the Supplier, as part of the evaluation stage of this RFP or subsequently if the Supplier is selected as preferred supplier.

2.17 Evaluation Process

- The evaluation process for this RFP will feature the following steps:
 - Step 1: Compliance checks, verifying that all information requested has been submitted in compliance with the Tender instructions.
 - Step 2: Evaluation and scoring of Responses:
 - Technical (goods/services offered)
 - Commercial (price and terms)
 - Step 3: Evaluation report and recommendation.
 - Step 4: Confirmation of outcome and authorisation to proceed.
 - Step 5: Notification of outcome to the successful Tenderer.

2.18 Notification

- The Company will inform the successful Tenderer(s) of its intention to award contract(s) based on the evaluation process as outlined above.
- Upon request, all unsuccessful Tenderers will be afforded the opportunity of feedback on the Company's reasons for the unsuccessful outcome.

2.19 Agreement

- In the event that the Company wishes to enter into an Agreement with any Supplier, that Agreement will be augmented with appropriate information submitted in the Tender's Responses including any Specifications, Technical Requirements and Charges. In drafting their responses Tenderers must be mindful of this, and should ensure that their Responses are drafted in clear and concise terms which will provide a basis for translation into firm contractual commitments.

3 Scope of Supply

The purpose of this RFP is to source three passenger vehicles and two four-wheel-drive vehicles for use on and off-road throughout Malawi. Delivery and handover of such vehicles will take place in Lilongwe, Malawi.

3.1 Introduction

Mott MacDonald Limited has been appointed by the UK Foreign Commonwealth and Development Office (FCDO) – formerly DFID, to deliver the Strengthening the Teaching of Primary School Mathematics in Malawi programme. The programme will provide technical assistance to the Malawi Ministry of Education, Science and Technology (MoEST) to help improve the quality of mathematics teaching in lower primary school (standards 1-4), nationwide by facilitating the revision of the mathematics curriculum for lower primary, develop corresponding teaching and learning materials, design teacher training strategies (including school-based support structures), rigorously pilot the new materials document impact, refine the materials and training strategies, and then oversee the national scale-up.

Delivery of these services requires mobility of programme personnel throughout Malawi, including remote areas accessible only by traversing unmade roads and other rough terrain. This requires both saloon vehicles and robust and reliable four-wheel-drive vehicles suited to off-road use.

The Company wishes to purchase three saloon vehicles and two four-wheel-drive vehicles to supplement our fleet. Section 3.2 (below) sets out the detailed specifications.

3.2 Technical specifications

Passenger/Saloon vehicles (Five Seater) x1

Passenger/Saloon vehicles, (Six/Seven Seaters) x2

Mechanical

- Engine: Minimum of 1500cc Engine
- Gearbox: Automatic transmission
- Brakes: anti-lock braking system (ABS)
- Fuel tank capacity: minimum of 40 litres
- Tropical specifications

Exterior

- 4 side doors
- Wheels: steel rim
- Full-size spare wheel with lock
- Front fog lights

Interior

- Steering: power assisted (PAS)
- Windows: power operated

- Air conditioning (A/C)
- Front airbag
- Radio + CD + 2 speakers with Bluetooth hands free connectivity for mobile phones

4x4 Double Cab vehicles x 2 (Pick-up factory new, suitable for tropical environment and rough terrain)

Mechanical

- Engine: Minimum of 2800cc Engine
- Gearbox: Automatic transmission
- Manual transmission floor mounted
- FIVE forward gears plus reverse, with synchromesh on all forward gears
- Brakes: disc front; drum rear; anti-lock braking system (ABS)
- Fuel tank capacity: minimum of 80 litres
- Tropical specifications
- Alloy Rims (Mandatory) 255/70R16/15C
- 4 Cylinder turbo Diesel intercooler
- The engine should be standard Water Cooled with heavy duty sump guard.
- Diesel Propelled
- Wheel base 2,500mm-3,100 mm
- Rigid steel chassis with rust protection

Exterior

- 4 side doors; 2 rear doors
- Wheels: steel rim
- Full-size spare wheel with lock
- Side steps
- Front fog lights

Interior

- Steering: power assisted (PAS)
- Windows: power operated
- Seating: capacity to seat 5 adults
- Air conditioning (A/C)
- Radio + CD + 2 speakers with Bluetooth hands free connectivity for mobile phones
- Front seating for driver plus one passenger seats with headrests.
- Inertia Seat Belts for driver and passenger seat
- Rear seats with headrests and fitted with belts for three passengers
- Front and rear passenger hand braces
- Front airbag

See also 3.8 (below) regarding alternative proposals.

3.3 Tender pricing

- Prices tendered must be firm, fixed and valid for 90 days following the closing date for submission of RFP Responses.
- Prices tendered must be for delivery of vehicles to the Company's offices in Lilongwe, Malawi, and must include any and all applicable administration, shipping, handling, import, registration and taxation costs (including, but not limited to, import duties and sales taxes).
- Prices tendered must be inclusive of warranty (see 3.6 below).
- Tenderers based in Malawi must specify their Tender price in Malawi Kwacha (MWK).
- Tenderers based elsewhere may specify their Tender price in GBP.
- The common currency for evaluation purposes is MK and all Tender prices specified in other currencies will be converted to MWK at the selling exchange rate quoted by the Central Bank of Malawi on the closing date for submission of RFP Responses.
- No element of advance payment will be available for this requirement. Bidding is open to all Suppliers who can demonstrate the capacity to deliver without advance payment.

3.4 Delivery

Delivery and handover of the vehicles is expected to take place at the Company's offices in Lilongwe, Malawi, within 3 to 4 weeks of the placing of an order with the selected Supplier.

3.5 Payment

- Supplier(s) based in Malawi will be paid in Malawi Kwacha (MWK).
- Supplier(s) based elsewhere may be paid in GBP.
- Full payment will be conditional upon delivery and acceptance by the Company of the vehicles. Vehicles will only be accepted if they conform to the agreed Specifications and are free from defects. Payment terms must be included in the RFP response.
- The Supplier may submit to the Company a single invoice for full and final payment upon acceptance of the vehicles by the Company.
- Payment to the Supplier will be made within 30 days following receipt by the Company of a valid invoice.

3.6 Warranty

Tenderers must specify as part of their RFP Response what manufacturer's and/or other warranty provisions will apply to the vehicles offered and confirm that such warranty shall be fully transferrable to the Company and fully applicable in Malawi. The warranty should cover a minimum of 1 year, but ideally 3 years is preferred.

Tender prices must include 3 years of service and the specified warranty cover.

3.7 Legal

- Any purchase order placed as a result of this procurement will be subject to Mott MacDonald's purchase order Terms and Conditions (Annex 1).
- Mott MacDonald reserves the right to request changes to the selected Supplier's Terms and Conditions as part of any subsequent contracting process.

- Mott MacDonald will carry out its own assessment of tenders' financial standing and this will be considered alongside the RFP Response.

3.8 Alternative proposals

- Alongside the requirements stated in this RFP, Mott MacDonald would be open to considering other or alternative options that Suppliers might wish to propose to fulfil our requirements.

3.9 Attachments

- Tenders should provide current copies of the following (as applicable) in support of their RFR Response:
 - Evidence of Company Registration/incorporation.
 - Proof of evidence or certification of compliance with FCDO (formerly DFID)
 - Evidence of Tax Compliance for 2020/2021 Financial Year of the Malawi Revenue Authority.
 - Proof of registration with Malawi Public Procurement and Disposal Authority-PPDA
 - Postal address and verifiable contact telephone / cell phone numbers.
 - Physical address of the vendor.
 - Bids must be valid for 90 days from date of submission of the bids.
 - Delivery in full to Mott Macdonald - Lilongwe Office, three weeks (21 days) after acceptance of the contract.
- References indicating the Tenderer's experience and capacity to deliver similar products to reputable organisations (private companies, INGOs, Government).
- Valid business registration certificate.
- Valid tax clearance certificate (if based in Malawi).
- References indicating the Tenderer's experience and capacity to deliver similar products to reputable organisations (private companies, INGOs, Government).
- Proposed Terms and Conditions of Business.
- Any relevant accreditations or quality certificate(s) such as ISO standards, etc.
- Any other relevant information such as ethics policy, anti-slavery policy, etc.
- Tenderers may include in their Response a small amount of related and relevant information which has not been specifically requested in the RFP

4 Response

Tenderers based in or having representatives or agents in Malawi must submit sealed bids in hard copy, by the Deadline, to the following address:

Mott MacDonald (Blantyre) Limited
P O Box 1133,
Lilongwe,
Malawi

Bid envelopes must be clearly marked **“INVITATION FOR BIDS (IFBS) FOR SUPPLY AND DELIVERY OF FIVE VEHICLES IN MALAWI”**. RFP No. IFB/MMB/04/02/2021 and addressed for the attention of the **Operations Manager**. Bids will remain unopened until after the Deadline.

Tenderers based outside Malawi and having no representative or agent in Malawi may submit bids in Portable Document Format (PDF) by email attachment to the Company's designated contact, by the Deadline.

Bid submission emails must bear the subject line **““INVITATION FOR BIDS (IFBS) FOR SUPPLY AND DELIVERY OF FIVE VEHICLES IN MALAWI”**. (RFP No IFB/MMB/04/02/2021). Bids submitted by email will remain unopened and unread until after the deadline.

Tenderers' RFP responses must contain the following, set out clearly and unambiguously:

- The name of the manufacturer and precise model designation of the vehicle(s) offered.
- The full specifications of the vehicle(s) offered.
- The Tenderer's unit price for the vehicle(s) offered, inclusive of any and all applicable administration, shipping, handling, import, registration and taxation costs (including, but not limited to, import duties and sales taxes).
- A breakdown showing the tax component(s) of the unit price.
- The total fully-inclusive Tender price.
- The currency in which the Tender price is specified (see Sections 3.3 and 3.5).
- The duration and terms of the warranty included in the Tender price. Prices tendered must be inclusive of warranty (see Section 3.6).
- Any relevant additional information (see Section 3.9).

Bids will be opened at or after 1315 hrs (Malawi time) on Friday 19th February 2021, at the address given above, in the presence of any bidders and/or their representatives who wish to attend the bid opening.

Subject only to Section 2.12, late bids will be rejected and returned unopened to bidders, or deleted/destroyed by the Company, at the Company's discretion.

PURCHASE ORDER TERMS AND CONDITIONS

1. **OFFER AND ACCEPTANCE** – This Purchase Order is an offer to buy goods and/or services herein described on the terms and conditions herein stated. This offer may be revoked at any time before it is accepted by Supplier by return of a signed acknowledgement of the Purchase Order, or physical delivery of the goods or provision of the services on which date the agreement shall come into existence.
2. **DIFFERENT OR ADDITIONAL TERMS** – These terms and conditions apply to the exclusion of any other terms Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any different or additional terms will not be binding upon Customer unless accepted in writing by Customer's agent. Customer's receipt and acceptance of goods or services ordered in no way implies its consent to any different or additional terms and conditions proposed by Supplier.
3. **MODIFICATIONS, WAIVER AND RESOLUTION** – This Purchase Order can be modified or amended and claims or rights under it can be waived only in writing signed by a duly authorised agent of Customer.
4. **SHIPPING** – Supplier shall ensure that all goods shall be suitably packed, marked and shipped in accordance with the requirements of Customer and in such a manner as to enable them to reach their destination in good condition and in a manner to meet delivery requirements as specified in the Purchase Order, or if not specified then within 14 days of the date of the order. Unless otherwise specified herein, no additional charges shall be made or allowed for such packing, marking and shipping. Customer's name and Purchase Order number shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment.
5. **INSPECTION AND REJECTION OF GOODS** – Customer reserves the right to inspect, count and test all goods. If Customer considers the goods to be defective or nonconforming goods Customer shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the goods and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Customer shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions. Customer may reject any goods that have not been satisfactorily remedied and shall have no obligation to pay for such goods. Acknowledgement of delivery or payment for goods prior to inspection shall not be deemed to constitute an acceptance of the goods or a waiver of Customer's right to reject them. Any rejected goods shall be returnable at Supplier's risk and expense.
6. **SERVICES** – Supplier from the date set out in the Purchase Order and for the duration of this Purchase Order provide the services to Customer in accordance with the terms of the Purchase Order. In providing the services Supplier shall comply with all reasonable instructions of Customer, perform the services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade.
7. **PRICES** – The prices shall be the price set out in the Purchase Order and are firm and not subject to change and shall include every cost and expense of Supplier directly or indirectly unless agreed in writing and signed by Customer.
8. **PAYMENT** – Unless otherwise specified herein, payment is due on final completion, delivery and acceptance by Customer. Invoices shall be payable forty five (45) days after receipt unless otherwise agreed to herein, in which case special terms of payment must be shown on all invoices. Invoiced amounts not in dispute shall be payable within 45 days of receipt of the relevant invoice unless otherwise agreed to. If Customer requires, Supplier shall furnish waivers of liens from Supplier and from its suppliers and subcontractors as a condition of payment. Customer will withhold from payments to Supplier for any liens or threatened liens arising from Supplier's performance hereunder. All amounts payable by Customer under the Purchase Order are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Purchase Order by Supplier to Customer, Customer shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts in respect of VAT as are chargeable on the supply of the goods and/or services at the same time as payment is due for the supply of the goods and/or services.
9. **CHANGES** – Customer reserves the right to make changes in the specifications of any goods or services covered by this Purchase Order. If such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment in the price and/or delivery schedule shall be made.
10. **WARRANTY** – Supplier shall ensure that all goods and services covered by this Purchase Order will conform to the specifications or other descriptions furnished or specified by Customer, that the goods will be of satisfactory quality (within the meaning of the Consumer Rights Act 2015) and fit for any purpose held out by Supplier or made known to Supplier by Customer, expressly or by implication, and in this respect Customer relies on Supplier's skill and judgement. Supplier shall ensure that the goods are, where applicable, new, merchantable, of good material and workmanship, and free from defects and remain so for 12 months after delivery. If the goods supplied by Supplier are not of satisfactory quality, defective in design, material or workmanship, are not fit for purpose, or fail to conform to the specifications as determined by Customer notwithstanding industry or business practices and in addition to other remedies, Customer has the option, at its discretion, to (1) reject the goods and return them at Supplier's expense, the goods to be replaced by Supplier on demand, or (2) correct or modify the goods as required, the costs of such corrections or modifications being for Supplier's account, or (3) allow Supplier to enter onto the property of Customer or of another to correct or modify the goods as required, at Supplier's expense. If the goods are rejected, the cost of transportation, shipping, unpacking, examining, repacking, reshipping, and like expense, shall be charged to Supplier. Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order in respect of the goods and services.
11. **DESIGN RESPONSIBILITY** – In the event the Purchase Order provides that Supplier has engineering design or detailing responsibility, such responsibility will be accomplished in accordance with the specification, and all recognised UK codes and standards applicable to the work. Where the Purchase Order requires that Supplier obtain Customer's review or approval of drawings, it is understood that such review or approval shall not relieve or discharge Supplier, either expressly or by implication, from any responsibility or obligation under the order.
12. **TERMINATION FOR NONPERFORMANCE OR BREACH**. In addition to other remedies Customer may have, including the right to damages, Customer reserves the right to terminate by written notice to Supplier all further performance of this Purchase Order if Supplier does not make deliveries or other performance as specified in the Purchase Order, or if Supplier breaches any of the terms contained herein. Customer has the right to terminate by written notice to Supplier all further performance of this Purchase Order if (a) Supplier breaches any of the terms set out in this Purchase Order, or (b) any event occurs in respect of Supplier that reasonably indicates that there is significant risk that Supplier will be unable to comply with its obligations under this Purchase Order, including any events of insolvency or bankruptcy or any similar events.
13. **TERMINATION FOR CONVENIENCE** – Customer may terminate, in whole or in part, Supplier's further performance and Customer's obligations at any time by notice to Supplier, confirmed in writing. In the event of termination, Supplier shall, upon Customer's request, immediately transfer and deliver to Customer free of any liens and encumbrances, any goods or portion thereof completed or in the process identified in this Purchase Order and consents to such action, including specific performance as may be necessary to give effect to this provision under such conditions as a court may determine to be just. In the event of termination where Customer has paid in advance for services and/or goods that have not been provided by Supplier, to have such sums refunded by Supplier as proportionate. In the event of termination, other than for breach, Supplier shall be entitled to only that amount which bears the same proportion of the total price determined as of the date of termination as the conforming items reasonably delivered prior to termination bear to the materials or work covered by this Purchase Order determined as of the date of termination. To the extent this Purchase Order specifically states that it specifies items which are to be specifically fabricated to Customer's order, Supplier shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Supplier's reasonable cost for prompt orderly termination (less salvage value and amounts, recoverable by Supplier) plus an equitable profit in relation thereto. If Customer incorrectly and in good faith terminates Supplier for breach, such shall be deemed to be a termination by Customer for reasons other than breach and payment shall be made in accordance with this paragraph. In no event shall Customer's liability or Supplier's recovery under or with respect to cancellation or termination of this Purchase Order exceed the Purchase Order price as determined at the time of the termination or breach. This section shall not be construed as limiting any other rights or remedies available to Customer including those rights and remedies implied by statute and common law.
14. **INTELLECTUAL PROPERTY RIGHTS** – Supplier warrants that the use of the goods delivered hereunder will not infringe the claims of any patents, trade secrets and other intellectual property rights and Supplier warrants that Customer has full clear and unencumbered title to all goods transferred, or any part of them, and any goods transferred as part of any service, and that at the date of delivery of such items to Customer, it will have full and unrestricted rights to sell and transfer all such items to Customer.
15. **ASSIGNMENT** – Supplier shall not assign this Purchase Order, nor any monies due or to become due hereunder, without Customer's prior written consent, any attempted assignment without such consent of Customer shall be void. Customer may assign this Purchase Order or any obligations hereunder to any of its affiliates, successors in title or customers, upon giving written notice to Supplier.
16. **COMPLIANCE WITH LAWS** – Supplier warrants that it will comply with the law of England and Wales, and of all rules and regulations issued thereunder in the manufacture or production and sale of the goods specified in or services provided under this Purchase Order.

17. **INDEMNITY** - Supplier shall keep Customer, its affiliates and subsidiaries indemnified against all liabilities, costs, charges, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered incurred by Customer as a result of or in connection with (1) any claim made against Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the goods, or receipt, use or supply of the services, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors and (2) any claim made against Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and (3) any claim made against Customer by a third party arising out of or in connection with the supply of the goods or the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by Supplier, its employees, agents or subcontractors. This clause shall survive the termination of the Purchase Order.
18. **CONFIDENTIALITY** – All drawings, specifications and information contained in this Purchase Order or attached hereto are and shall remain confidential property of Customer. Supplier shall make no use whatsoever of them except in performing this Purchase Order and shall not disclose any confidential information to any third party except to the extent necessary in performing this Purchase Order or as is required to be disclosed by law or by any governmental or regulatory authority. All such items shall be held at Supplier's risk and shall be returned to Customer upon completion of the order if Customer so requests. This clause shall survive the termination of the Purchase Order.
19. **OTHER DOCUMENTS INCORPORATED BY REFERENCE** – All printed, stamped or written documents, drawings, or data appearing, attached or referred to in this Purchase Order shall be incorporated by reference and shall be a part hereof.
20. **OFFSET** – Any monies due to Supplier for goods or services furnished hereunder may, at Customer's discretion, be set off against any sum which Supplier may owe to Customer or any subsidiary or affiliate of Customer.
21. **GOVERNING LAW** – This Purchase Order shall be construed in accordance with, and be governed by, the Laws of England and Wales. Customer and Supplier hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes or claim arising out of or in connection with this agreement, its subject matter or formation.
22. **SEVERANCE** - If any provision or part-provision of the Purchase Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.
23. **WAIVER** - A waiver of any right or remedy under the Purchase Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Purchase Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
24. **THIRD PARTIES** – A person who is not a party to this Purchase Order shall not have any rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999 provided that this shall not affect any right or remedy of an affiliate or subsidiary of Customer to enforce the indemnity granted under paragraph 17 of this Purchase Order.
25. **ETHICAL CONDUCT** – Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Customer's employees, agents or representatives for the purpose of securing this Purchase Order or securing favourable treatment under this Purchase Order. Supplier further warrants that it will, at all times, conduct itself in an ethical manner.

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END OF TERMS
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