



THE DIGITAL MALAWI PROGRAM PHASE I: DIGITAL FOUNDATIONS PROJECT

PROJECT NUMBER: P160533

Request for Quotations

PROVISION OF CAR HIRING SERVICES UNDER FRAMEWORK AGREEMENT

**12TH DECEMBER 2022
PPPC/DIGMAP/HIRE/12/2022**

SECTION A – REQUEST FOR QUOTATIONS



To: _____

Date: 12th December 2022

The Procuring and disposing Entity named above invites you to submit your quotation for carrying out the whole of the services as described herein. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders (available on request) except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS

1) Description of Services and Location

Provision of Car Hiring Services to the Public Private Partnership Commission (PPPC) under the Framework Agreement

- 2) Services are to commence within twenty-four (24) hours from the date of order.
- 3) Services are to be completed within twelve (12) months and to be provided on a need basis from the date of commencement
- 4) Quotations must be valid for 60 days from the date of receipt given below.
- 5) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above and indicate acceptance of the stated terms and conditions.
- 6) Quotations must be received, in sealed envelopes no later than: 4:00pm on 19th December 2022
- 7) Quotations must be returned to:

The Chairman

Internal Procurement and Disposal Committee

2nd Floor, Livingstone Towers

P.O. Box 937

Blantyre

- 8) The attached Schedule of Rates and Prices at Section C together with any Terms of Reference or other documentation mentioned in Section C and appended, detail the services to be performed. You are requested to quote by completing Sections B and C. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services including all taxes and duties. The total cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.

- 9) Quotations that are responsive, qualified and technically compliant will be ranked according to price. Award of contract will be made to the lowest priced quotation by the issue of a Local Purchase Order as need arises.
- 10) The personnel of the Purchaser and the Service Providers should adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle, they should abstain at all times from corruption or fraudulent practices. Corruption and fraudulent practices are defined as follows:
- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “Collusive practices” means a scheme or arrangement between two or more suppliers with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
 - (iv) Adherence to World Bank Anti-Corruption guidelines attached in Annexure C
- 11) The Purchaser will reject a proposal for award if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question

Signed: _____

Name: Isaac Chimutu

Title/Position: Senior Projects Procurement Specialist

For and on behalf of the Purchaser

Section B: Quotation Submission Sheet

- 1) Currency of Quotation: Malawi Kwacha
- 2) Services will commence withindays/weeks/months from date of Purchase Order.
- 3) Services to be completed bydays/weeks/months from date of Purchase Order
- 4) Validity period of this quotation isdays from the date for receipt of Quotations.
- 5) We enclose the following documents:
 - (i) Section C of the Request for Quotations completed and signed;
 - (ii) A copy of our Certificate of Incorporation in Malawi
 - (iii) A copy of our Annual Tax Clearance Certificate (for the last financial year)
 - (iv) A list of recent Government contracts performed
 - (v) *[Insert any other documentation required by the Procuring Entity]*
- 6) We confirm that our quotation is subject to the terms and conditions stated in your Request for Quotations referenced above, and that any resulting contract will be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders.
- 7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

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

Authorised for and on behalf of:

Company: _____

Registered Address:

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If any additional documentation is attached to your quotation, a signature and authorization at Section B and Section C is still required as confirmation that the terms and conditions of this RFQ prevail over any attachments. If the Quotation is not authorized in Section B and Section C, the quotation may be rejected.



Procurement Number: DIGMAP/PPA/SERV/01/09-2016

Section C: Schedule of Rates and Prices (to be priced by Bidder)

Lot No.	Description of Services (Append detailed specifications, requirements, explanations and/or Terms of Reference as necessary)	Unit of Measure	Quantity	Unit Price Kwacha	Total Price Kwacha
1	Hiring of a 4x4 double cabin motor vehicle with canopy and a driver on a framework agreement.	Each	1		
TOTAL					

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorized for and on behalf of:

Company: _____



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Terms of Reference

For the provision of Motor Vehicle Hiring Services

1. Background

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

In recognition of the critical role that ICTs plays in fostering socio-economic development and empowering the poor, the Government of Malawi secured a loan from the World Bank to implement an ICT Project, “Digital Malawi”. The implementation agency for the project is the Public Private Partnership Commission (PPPC).

As part of the *Digital Malawi* project, the Government of Malawi intends to use part of the loan proceeds to be hiring motor vehicles through a framework agreement to ease the transportation challenges the PPPC is experiencing. The implementation of the project demands travelling in several parts of the country. The Project is currently facilitating the provision of telecommunication connectivity in more than five hundred (500) sites across the country. All the sites will need to be visited to check compliance in the agreed specifications and safeguard requirements.

2. OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is the provision of car hire services on a need basis for the period of twelve months.

3. SCOPE OF WORK

The service provider(s) will be required to provide reliable and roadworthy motor vehicles suitable for all the road conditions in Malawi. The vehicles will be hired when required by the PPPC for a period of twelve months.

4. REQUIREMENTS OF THE SERVICES PROVIDER

- a) Minimum experience of five years in providing motor vehicle hiring services
- b) Must have executed similar assignments within the past two years and should have at least ten vehicles registered in the name of the business firm
- c) The vehicles should be compliant with applicable insurance cover, safety or other motor vehicle requirements
- d) The service provider should ensure that all the vehicles are in good running conditions with a valid certificate of fitness as well as good tyres.
- e) The proposed vehicle should be 4x4 and robustly built
- f) The vehicle should have a comprehensive insurance
- g) The vehicle should be equipped with necessary safety items, seat-belt restraints in the front and rear of the vehicle, spare tire, mechanical jack and basic hand tools
- h) The vehicle should have a well-maintained Log Book
- i) The vehicle should be clean, both interior and exterior

The service provider will be required to allocate a reliable and sober minded driver. The cost of the driver will be fully met by the service provider. The proposed driver should meet the following requirements:

- a) A minimum of 5 years of work experience as a Driver; a safe and clean driving record; knowledge of driving regulations and should have skills in minor motor vehicle repairs
 - b) Should be familiar with local routes and destinations
 - c) Able to observe the rules of the road at all times
 - d) Able to observe at all times basic courtesy to passenger(s), fellow motorists / road users and road authorities.
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5. DURATION OF THE CONTRACT

The Service Provider shall be contracted for an initial period of twelve (12) months with the possibility of extending the contract period. The vehicles shall be made available to the PPPC on a need basis. The Service Provider will be expected to provide the vehicle within twenty-four (24) hours from the time of request.

Annexure C - Fraud and Corruption

(Shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank

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

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

to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

FORM OF CONTRACT

1. Quotation Letter

Date: _____

Request for Quotations N°: _____

A: Address of Purchaser

To: Name of Purchaser:

Having examined the documents regarding the Request for Quotations, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [*description of services*] in conformity with the said Request for Quotations for the sum of [*total bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of the Quotation.

We undertake, if our Quotation is accepted, to deliver the services and related goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Quotation for the period specified in the Request for Quotations as of the date of the opening of the Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign this Quotation for and on behalf of _____

Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between [Name of the Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited quotations for certain goods [or works] and ancillary services, and has accepted a quotation by the Supplier for the supply of those goods [or works] and ancillary services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS::

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Request for Quotations sent to the Supplier;
 - (b) The Price Schedule submitted by the Supplier [and the delivery period] and
 - (c) Schedule of Requirements (technical specifications).
 - (d) The World Bank Anti-corruption guidelines
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods [or works] and ancillary services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods [or works] and ancillary 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: [Insert the methods of payment].

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

[Name of the Purchaser]

Quotation No __ of __/__/__

Date of Price quotation __/__/__

Opening date of Quotations __/__/__

Place of Opening : _____
