



INVITATION TO QUOTE (ITQ)

To:

Date: 9th January, 2018

INVITATION TO QUOTE FOR – MOTOR VEHICLE TYRES

1. The United States Government through the Millennium Challenge Corporation (MCC) signed Malawi's Compact grant of \$350.7 million with the Government of the Republic of Malawi for the Energy Sector project. The goal of the Compact is to ensure economic growth and poverty reduction through increased competitiveness in the energy sector. The program's objective is to increase productivity and profitability of energy – intensive enterprises and improved delivery of key social services. The Compact focuses on investments in the Energy sector that will increase availability of reliable and quality power, increase the availability of quality power to un-served users; and improve management and service delivery in the energy sector.
2. MCA-Malawi, intends to apply a portion of the proceeds of MCC funding, to eligible payments under this request for quotation. Payments by MCA-Malawi will be subject, in all respects, to the terms and conditions, including restrictions on the use of MCC Funding of the Compact (which may be seen on the MCC website www.mcc.gov). No party other than the Government and MCA-Malawi shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
3. Subject to the terms and conditions of the Compact, related agreements and the availability of funds, **the Government of Malawi intends to use portions of the Compact Funds towards the procurement of motor vehicle tyres**
4. You are invited to submit your priced quotation in a signed pro-forma invoice format for the provision of services described under Annex II. You must quote for the complete requirements. **The contract shall be awarded to the Bidder whose offer has been determined to be the lowest evaluated bid and which is substantially responsive to requirements under the ITQ, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.**

Quotations in sealed Envelope duly signed by an authorized person and clearly marked "Supply of **Motor Vehicle Tyres**" should be addressed to:

Millennium Challenge Account-Malawi
Pamodzi House
Presidential Way
P.O. Box 31513
Lilongwe, Malawi
Tel: +265 1 774 308/309
Fax: +265 1 774 302
Email: raphael.mboози@mca-m.gov.mw
thenford.mchenga@mca-m.gov.mw

Attention: Procurement Director

The quotation must be submitted by **17:00 hours on 17th January, 2018.**

QUALIFICATION AND EVALUATION CRITERIA:

5. The following are the compulsory requirements for your quotation:
 - i. Price quotation using bid submission form in Annex II
 - ii. A copy of your Business Registration Certificate
 - iii. A copy of your Tax Payer Identification Number (TPIN) and VAT certificates
 - iv. The quotation must be signed.
 - v. The quotation must remain valid for a period of 30 calendar days.
 - vi. Payment shall be made within 30 days upon full delivery of the goods and submission of an acceptable invoice and copy of signed delivery note.
 - vii. The terms and conditions in annex III shall be incorporated in the Local Purchase Order (LPO) to be issued by MCA-Malawi.
 - viii. You must submit an **original quotation**
 - ix. The bidder should submit documents in support of full life span of the Tyre being offered when used under Malawi conditions/ or similar.

NB: BIDDERS ARE REQUIRED TO COMPLY WITH THE TECHNICAL SPECIFICATIONS INDICATED BELOW IN ANNEX 1; FAILURE TO COMPLY ON SPECIFICATIONS OR TO PROVIDE THE DOCUMENTS MENTIONED ABOVE MAY RESULT IN YOUR OFFER BEING REJECTED.

All enquiries should be submitted to the Procurement Director in writing through raphael.mboози@mca-m.gov.mw & thenford.mchenga@mca-m.gov.mw. Enquiries should not be made through phone calls. **GOVERNING LAW.** The contract arising from this request for quotation shall be governed by the Laws of the Republic of Malawi.

- x. **ELIGIBILITY.** Supplier must comply with the eligibility requirements of the Millennium Challenge Corporation for a contract to be awarded. Your quotation must include a statement as to the name and origin of the owner(s) of the company submitting the quotation.

- xi. **VALIDITY PERIOD.** Your quotation should be valid for acceptance for a period of at least **30 days** from the date of your quotation.
- xii. **CONTRACT.** MCA-Malawi anticipates the award of a firm fixed price contract. The Supplier's quotation, the Purchase Order issued by Purchaser and the Purchaser's Standard Contract Form (See Annex 2), signed by the Purchaser and the Supplier, shall constitute the agreement between the parties.
- xiii. **BID CHALLENGE.** MCA - Malawi shall entertain a complaint from any Bidder that claims to have suffered or that may suffer, loss or injury due to breach of duty by MCA - Malawi in the conduct of the selection process. Any complaint shall be submitted in writing (may be in electronic form) to MCA - Malawi within five (5) working days of when the Bidder became aware of, or should have become aware, of the circumstances giving rise to the complaint. Unless the complaint is resolved by mutual agreement, MCA - Malawi shall, within fifteen (15) days after submission of the complaint, issue a written decision stating the reasons for the decision and, if the complaint is upheld in whole or in part, indicating the corrective measures that are to be taken. The complaint shall be addressed to the following address:

The Chief Executive
Millennium Challenge Account-Malawi
Pamodzi House
Presidential Way
P.O. Box 31513
Lilongwe, Malawi
Tel: +265 1 774 308/309
Fax: +265 1 774 302
Email: raphael.mboози@mca-m.gov.mw

A Bidder may seek review by MCC after it has exhausted all remedies with MCA - Malawi. MCC's review will be limited to complaints that MCA - Malawi failed to entertain its complaint, or failed to issue a written decision on the complaint, or claims that MCA - Malawi violated the procurement rules governing this ITQ and procurement. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working days of the date the Bidder learned or should have learned of an adverse decision by MCA - Malawi or other basis of appeal to MCC. The appeal shall be addressed to the following address:

Millennium Challenge Corp.
ATTN: Vice President for Compact Implementation
(Copy to the Vice President and General Counsel)
875 Fifteenth Street, N.W.
Washington, D.C. 20005
United States of America
FAX: (202) 521-3700
Email: vpoperations@mcc.gov
vpgeneralcounsel@mcc.gov

Sincerely,

Dye Mawindo

**Chief Executive Officer
MCA- Malawi**

ANNEXES:

ANNEX I SPECIFICATION

ANNEX II BID SUBMISSION FORM

ANNEX III PURCHASE ORDER TERMS AND CONDITIONS

ANNEX 1

SPECIFICATIONS FOR THE MOTOR VEHICLE TYRES

Vehicle Registration Number	Tyre specification	Quantity	Type
MC 4765	265/65/R17	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 5669	255/70/R15 C	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 5668	255/70/ R15C	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 5667	255/70/R15C	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 4795	255/70/R16	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MG 461 AD	245/70/R16	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 2015	205/55/R16	4	Bridgestone, Pirelli, Good year, Kumho or its equivalent
MC 2985 (Motor Bike)	2.75 by 21	2	Bridgestone, Pirelli, Good year, Kumho or its equivalent

Note: The tyres should be suitable for long distance travel and withstand hot weather conditions. MCA-Malawi reserves the right to verify the tyre quality offered by the lowest evaluated bidder prior to contract award. Bidder proposing equivalent tyre should substantiate, how their tyre is equivalent to Bridgestone, Pirelli, Good Year or Kumho, which will be evaluated by MCA during evaluation. The tyres will need to be delivered within 5 calendar days upon issuing of a Local Purchase Order (LPO)

ANNEX II

Bid Submission Form

The Bidder shall complete this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Procurement Reference:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Invitation to Quote Document, including Amendment No: *[insert the number and issuing date of each amendment]*.

We offer to supply in conformity with the Invitation to Quote and in accordance with the Specification, Conditions of Purchase Order, Quantity and Delivery Duration specified in the Invitation to Quote (ITQ).

The total lump-sum price of our Quote, excluding any discounts offered in item below is: *[insert the total Bid price in words and figures, including the various amounts and respective currencies]*.

The discounts offered and the methodology for their application are:

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

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

Our Quote shall be valid from the date fixed for the Bid submission deadline in accordance with ITQ through the period of time established in accordance with the ITQ validity period, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We, including any Subcontractors or sub-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 joint venture, and the nationality of each Subcontractor and supplier]*.

We have no conflict of interest in accordance with requirement of ITQ as per MCC Program Procurement Guidelines.

Our firm, its associates, including any Subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser, or under the laws or official regulations of the Purchaser's country, in accordance with ITQ.

We are aware of, and will comply with, the rules on prohibited activities, restricted parties and eligibility requirements of prohibited source provisions in accordance with applicable US law, regulations and policy.

The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Quote 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.”)

We understand that this Quote, together with LPO thereof shall constitute a binding contract between us, until a Contract is executed.

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

Signed:

Print Name

In the capacity of:

Duly authorized to sign on behalf of:

Date:

ANNEX III

PURCHASE ORDER TERMS AND CONDITIONS

1. **PRICES.** All prices are firm unless otherwise agreed in writing.
2. **EXTRA CHARGES.** No charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
3. **CHANGES.** No modification of this order shall be binding on Buyer unless made by a formal purchase order document issued by Buyer.
4. **WARRANTIES.** Seller warrants that for a period of one year goods shall be free from defects in design, material, and workmanship and shall operate in accordance with the specifications. Buyer shall notify Seller of any failure to meet the foregoing warranties and Seller shall, at its sole expense, promptly repair or replace such defective goods.
5. **AGREEMENT AND MODIFICATION.** This order shall constitute the entire agreement between the parties, and no obligations not written in the agreement are binding upon them. No alteration of any of the provisions shall be binding, unless in writing and signed by the Buyer.
6. **SUB-CONTRACTING.** Seller shall not subcontract nor delegate performance called for under this Order without the prior written consent of Buyer.
7. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if caused by an event or occurrence beyond the reasonable control of the party and without its fault – provided that written notice of such delay shall be given by the affected party to the other party within ten (10) days. During the period of such delay by Seller, the Buyer may purchase goods from other sources and reduce its schedule to Seller by quantities without liability to Buyer, or have Seller provide the goods from other sources in quantities requested by Buyer at the price set forth in this order.
8. **DELIVERY.** Except as hereinafter provided, delivery shall be made in accordance with the time stated on this Purchase Order and Buyer reserves the right to cancel the order if delivery is not made as specified. When the Seller has reason to believe that deliveries will not be made as requested in Buyer's Purchase Order, the Seller shall provide written notice setting forth the cause and period of the anticipated delay.
9. **TERMINATION FOR CONVENIENCE.** The Buyer may terminate this contract by written notice in whole or in part, when it is in the best interest of the Buyer to do so. If this contract is so terminated, the Seller and the Buyer may agree upon the amount to be paid to the seller by reason of such termination.
10. **DEFAULT.** The Buyer may by written notice terminate all or any part of this contract:
 - If the Seller fails to make delivery of goods or perform services within the time specified, or
 - If the Seller fails to perform any other requirement of this contract and does not cure such failure within ten (10) days after receipt of notice from the Buyer specifying such failure.

- 11. LIABILITY FOR INJURY.** Seller shall indemnify Buyer against any liability for all personal injury and property damage caused by the Goods or Services performed by Seller.
- 12. NON-WAIVER.** The failure of Buyer to enforce any of the provisions does not waive these provisions nor the right of Buyer to enforce every provision.
- 13. APPLICABLE LAW AND FORUM.** This order shall be interpreted in accordance with, and shall be governed by the Laws of Malawi.
- 14. COMPLIANCE WITH LAWS.** Seller agrees to comply with the provisions of all present and future federal and local law or ordinance and all other rules, and regulations applicable to this order and its performance.
- 15. INVOICING.** After each shipment or service provided under this order, the Seller shall send a separate invoice. Payment of invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. All invoices must reference a Cardno Emerging Markets Ltd. Purchase Order number(s) to prevent delay in payment.
- 16. PAYMENT.** MCA-Malawi shall make payment to the vendor within 10 days of receiving, in good condition, all goods and services specified in the Purchase Order and a full and complete vendor invoice.
- 17. REMEDIES.** If any of the goods are found within a reasonable time after delivery to Buyer to be defective Buyer shall have the right to reject and return such goods at Seller's expense and deduct the cost from the Seller's invoice.