



Republic of Malawi



Lilongwe Water Board

Request for Bids

Design, Supply, Delivery, Installation, and Commissioning of an on-Premise Enterprise Resource Planning (ERP) Solution for Lilongwe Water Board

Procurement Reference Number: LWB-ERP-24-01-GO-RFB

Purchaser: Lilongwe Water Board

Country: Malawi

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids by the issue of this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6, Statement of Requirement. These Instructions to Bidders shall be read in conjunction with the BDS. The subject of procurement, the procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

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

1.3 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and
- (c) “day” means calendar day.

2. Source of Funds

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

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

3. Fraud and Corruption

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

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- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB Sub-Clause 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.2 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 4.4 A firm that is under a declaration of suspension by the Office of the Director of Public Procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be ineligible.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency (directly or indirectly) of the Procuring Entity or the Government of Malawi.
- 4.6 Bidders shall provide such evidence of their eligibility satisfactory to the Procuring Entity, to verify that the bidder:
 - (i) has the legal capacity to enter into a contract;
 - (ii) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
 - (iii) has fulfilled their obligations to pay taxes according to the tax laws of their country of registration.
- 4.7 In order to demonstrate compliance with the criteria in ITB Sub-Clause 4.6, a Bidder shall submit with its Bid:

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

5. Eligible Goods and Related Services

- 5.1 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.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “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.
- 5.4 The nationality of the firm that assembles, distributes, or sells the goods shall not determine their origin.
- 5.5 If so 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**6. Sections of Bidding Document**

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

Part 1 Bidding Procedures

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

Part 2 Supply Requirements

- Section 6 Statement of Requirements **Part 3 Contract**
- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

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

- 6.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Entity. Bidders

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who did not obtain the Bidding Document directly from the Procuring Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procuring Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring Entity at the time of sale and issue.

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

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have obtained the Bidding Documents directly from the Procuring Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids**9. Cost of Bidding**

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

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:

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- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security, in accordance with ITB Clause 21;
- (c) alternative bids, if permissible, in accordance with ITB Clause 13;
- (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (h) documentary evidence in accordance with ITB 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.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the reference of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Goods and Related Services offered;
- (c) the total bid price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid;
- (f) a commitment to submit a performance security and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;
- (i) confirmation that the Bidder has not been declared ineligible or suspended by the Government of Malawi Office of the Director of Public Procurement;
- (j) a declaration concerning investigations relating to any other public procurement tender exercise or awarded contract,
- (k) a declaration on gratuities and commissions;
- (l) the names and addresses of the Directors of the bidder, and (m) an authorised signature.

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

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- (a) the item number;
- (b) a brief description of the Goods or Related Services to be supplied;
- (c) their country of origin and percentage of national content for Goods manufactured in Malawi;
- (d) quantity;
- (e) unit prices;
- (f) customs duties and all taxes paid or payable in Malawi;
- (g) total price per item;
- (h) subtotals and totals per Price Schedule; and (i) authorised signature.

13. Alternative Bids

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

14. Bid Prices and Discounts

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

14.2 All items in the Statement of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d).

14.5 The terms EXW (Ex Works), CIF (Cost, Insurance & Freight), CIP (Carriage & Insurance Paid), 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.

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

(a) For goods:

- (i) the price of the goods shall be quoted CIP named port of destination, or as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible

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countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

- (ii) all Malawian customs duties and sales and other taxes already paid or payable on the goods or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder; and
- (iii) the total price for the item.

(b) For related services

- (i) the price of the related services;
- (ii) 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
- (iii) the total price for the item.

14.7 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 nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, 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.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

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

15. Currencies of Bid

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

15.2 For Goods 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 the currency of Malawi.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Eligibility of Goods and Related Services

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

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section 6, Statement of Requirement.
- 18.2 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 Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirement.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring 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 Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

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

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause
- 20.3.

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20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

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

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

- (a) ;a demand guarantee
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified cheque or payable order all from a reputable source in an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format, acceptable to the Procuring Entity. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eighty (28) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.3 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as nonresponsive.

21.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.

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

21.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or (b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 43;
- (ii) furnish a performance security in accordance with ITB Clause 44;
or
- (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

22. Format and Signing of Bid

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

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22.2 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.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids**23. Sealing and Marking of Bids**

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

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1;
- (b) bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 25.1.

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

24. Deadline for Submission of Bids

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

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

25. Late Bids

25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices

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do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 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
- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Procuring Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Procuring Entity will prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be provided to Bidders upon request.

E. Evaluation and Comparison of Bids**28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions shall result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring 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 Entity in the evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

- 30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 30.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring 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.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any nonconformity or omissions in the bid that does not constitute a material deviation.

Part 1: Section 1**Instructions to Bidders**

- 31.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially responsive, the Procuring 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 nonconforming item or component. The adjustment shall be made using the method indicated in the BDS.
- 31.4 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.5 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

32. Preliminary Examination of Bids

- 32.1 The Procuring Entity shall examine the bids 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.
- 32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the bid shall be rejected.
- (a) Bid Submission Sheet, including:
 - (i) a brief description of the Goods and Related Services offered; and
 - (ii) the price of the Bid;
 - (iii) the period of validity of the Bid;
 - (b) Price Schedules;
 - (c) Written confirmation of authorisation to commit Bidder; and (d) Bid Security, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

- 33.1 The Procuring Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Procuring Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Documents, have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

34. Conversion to Single Currency

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

35. Margin of Preference

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

36. Evaluation of Bids

- 36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a bid, the Procuring Entity shall consider the following:
- (a) the bid price;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.3;
 - (d) adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
 - (e) application of all the evaluation factors indicated in Section 3, Evaluation and Qualification Criteria; and
 - (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.
- 36.4 In the calculation of the evaluated cost of bids, the Procuring Entity shall exclude and not take into account:

Part 1: Section 1**Instructions to Bidders**

- (a) 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;
- (b) 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
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

36.5 The Procuring Entity's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods 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.

36.6 If these 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.

37. Comparison of Bids

37.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 14.6.

38. Post-qualification of the Bidder

38.1 The Procuring 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.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB 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.

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

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

39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract**40. Award Criteria**

40.1 The Procuring 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.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirement, 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.

42. Notification of Award

42.1 Prior to expiry of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Procuring Entity shall also notify all other Bidders of the results of the bidding.

42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.

43. Signing of Contract

43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the contract document.

43.2 Within thirty (30) days of receipt of the contract document, the successful Bidder shall sign, date, and return it to the Procuring Entity.

44. Performance Security

44.1 Within thirty (30) days of receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Procuring Entity.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Bidder whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section 2. Bid Data Sheet (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. Introduction	
ITB 1.1	The Procuring Entity is: Lilongwe Water Board
ITB 1.1; 2.1 and 23.2(b)	The Project name or the subject of the procurement is: Design, Supply, Delivery, Installation, and Commissioning of an on-Premise Enterprise Resource Planning (ERP) Solution for Lilongwe Water Board
ITB 1.1and 23.2(b)	The Procurement Reference Number is: LWB-ERP-24-01-GO-RFB
ITB 1.1	The number and identification of Lots in this Bidding Document is: One
ITB 1.2	The Bidding Document is issued under Procurement Method: International Competitive Bidding (ICB)
ITB 4.1	The individuals or firms in a joint venture, consortium or association are jointly and severally liable.
ITB 5.5	The Bidder will be required to include with its bid, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in Malawi, the Goods indicated in its bid.
B. Bidding Documents	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Procuring Entity's address is:</p> <p style="text-align: center;">Attention: IPDC Chairman Madzi House P.O. Box 96 Lilongwe Malawi</p> <p style="text-align: center;">Telephone: +265 (0) 1714200 Facsimile number: +265 1 757 343</p> <p style="text-align: center;">Electronic mail address: procurement@lwb.mw</p>
C. Preparation of Bids	

Part 1: Section 2**Bid Data Sheet**

ITB 11.1 (i)	<p>The Bidder shall submit with its bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Notarized Power of Attorney 2. Business registration certificate 3. Original Manufacturer's Authorization letters
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Instructions to Bidders (ITB) reference	Data relevant to ITB
	<ol style="list-style-type: none"> 4. Brochures from Manufacturers in English 5. Manufacturer's Quality Management International Standards Certification (ISO or equivalent) 6. Documentary Evidence that the bidder is tax compliant according to tax laws of their country of registration (Tax Clearance Certificate) 7. Annual Audited Financial Statements for the previous three (3) years from 2020 to 2022
ITB 13.1	Alternative bids Shall Not be considered.
ITB 14.5	The Incoterms edition is: Incoterms 2020
ITB 14.6	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: DDP
ITB 14.7	The prices quoted by the Bidder shall be: Fixed
ITB 15.1	For Goods and Related Services originating in Malawi, the currency of the bid shall be: Malawi Kwacha
ITB 20.1	The bid validity period shall be: 120 days .
ITB 21.1	<p>A bid security shall be required.</p> <p>The amount and currency of the bid security shall be USD10,000.00.</p> <p>The bid security shall be in a form of either a bank guarantee or a bank certified cheque ONLY.</p> <p>The currency of the bid security shall be a freely convertible currency acceptable to the Purchaser.</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>In addition to the original of the bid, the number of copies required is: Three (3). Moreover, an electronic version of the complete application shall be submitted on USB Flash Drive.</p>

Part 1: Section 2 Bid Data Sheet

ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall be Notarized Power of Attorney .
ITB 24.1	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: The Chairperson Internal Procurement and Disposal Committee Lilongwe Water Board Madzi House, Off Likuni Road
Instructions to Bidders (ITB) reference	Data relevant to ITB
	P.O. Box 96 Lilongwe The deadline for bid submission is: Date: Monday, 5th August 2024 Time: 14:00 Hours
ITB 27.1	The bid opening shall take place at: Lilongwe Water Board Madzi House Boardroom, Off Likuni Road P.O. Box 96 Lilongwe Date: Monday, 5th August, 2024 Time: 14:00hrs
E. Evaluation, and Comparison of Bids	
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is United States Dollar The source of exchange rate shall be Reserve Bank of Malawi The date for the exchange rate shall be: 28 days prior to the deadline for submission of proposals
ITB 35.1	A margin of preference will not apply.
ITB 36.6	Multiple awards to one Bidder is permitted: Not Applicable
F. Award of Contract	
ITB 41.1	The percentage by which quantities may be increased is: 15 % The percentage by which quantities may be decreased is: 15 %

Section 3. Evaluation and Qualification Criteria (EQC)

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 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.

1. Additional Evaluation Factors

1.1 In accordance with ITB Clause 36.3(e), the Procuring 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 below:

(a) **Delivery schedule**

The Goods specified in the Schedule 1, List of Goods and Related Services are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section 6, Statement of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section 6, Statement of Requirements.

Adjustment shall be 0.5% of the bid price for every week of delay after Earliest Delivery Date added to the bid price

(b) **Technical Specifications**

Compliance with the minimum technical specification is required for all items marked as mandatory. Failure to meet 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.

2. Application of Domestic Preference

The Procuring Entity **shall not** grant a margin of preference to locally manufactured or goods supplied from within Malawi by Malawian suppliers for the purpose of bid comparison

3. Qualification Criteria

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, 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.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- **Average Annual Turnover of at least USD 500,000.00 (Five Hundred Thousand United States Dollar) in the last three years (since 2020).**
- **Liquid assets and/ or lines of credit from recognized financial institution of at least USD200,000.00 (Two Hundred Thousand United States Dollars)**

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- **Provide the list of at least three (3) reference sites where the supplier has successfully implemented ERP within the last 5 years (since 2019). Indicate the Organization, Address (physical & Telephone), key contact person, email, Implementation scope, and costing. Evidence may be in form of statement from purchaser/customer and a copy of signed delivery note. LWB shall conduct due diligence with previous customers on the supplier to ascertain successful completion of the assignments.**

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- **The Manufacturer should have received internationally approved certification for Quality Management Standards for the goods offered in the bid.**
- **Provide evidence of award and implementation in the form of signed contract and completion/GO LIVE certificates.**
- **The Supplier should confirm that he/she or his/her agent shall provide maintenance and support services and availability of local support in Malawi.**
- **The Supplier must provide Technical Backup for five (5) years.**
- **The computer hardware and peripherals supplied by the Supplier must carry a standard one-year warranty and will be serviced and supported by the Supplier.**
- **LWB shall conduct due diligence with previous customers on the supplier to ascertain successful delivery of similar contracts.**

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet

Price Schedule for Goods and Related Services

Bid Security

Manufacturer’s Authorisation

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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 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 Goods and Related Services: [insert a brief description of the Goods 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 ITB Clause 4.1 and have not been suspended by the Office of the Director of Public Procurement in Malawi from participating in public procurement;
;
 - (g) 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;
 - (h) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring Entity;
 - (i) 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;
-

Part 1: Section 4**Bidding Forms**

- (j) 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]**;
- (k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (l) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible or suspended from public procurement by the Office of the Director of Public Procurement of the Republic of Malawi.
- (m) 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 Entity.
- (n) 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.”)

- (o) 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 twentyfour (24) months):
-

Part 1: Section 4 Bidding Forms

Name	Address

(p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Name **[insert complete name of person signing the Bid]** In the capacity of **[insert legal capacity of person signing the bid]**.

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

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

Dated on day of, 20....**[insert date of signing]**

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]**

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

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

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
Item No.	Good or Related Service	Country of origin	Percent of Malawian origin ¹	Quantity (No. of units)	Unit price ²	Import Duties, Sales Taxes and other Taxes, per unit ²	Total Price

Part 1: Section 4 Bidding Forms

[Insert number of item]	[name of items, good or related service]	[insert country of origin of this item]	[if the margin of preference applies, insert percentage of national origin for this item]	[insert number of units of this item to be purchased]	[insert the unit price of this item, excluding all import duties and taxes, paid or payable in the Republic of Malawi]	[insert all import duties, taxes paid or payable in the Republic of Malawi on this item]	[insert the total price for this item, which is the sum of columns 6 and 7]

Notes:

¹ In accordance with margin of preference ITB Clause 35, if applicable

² In accordance with ITB Clauses 14 and 15.

Name [insert complete name of person signing the Bid] In the capacity of [insert legal capacity of person signing the bid]

Signed insert signature of person whose name and capacity are shown above]

Duly authorised to sign the bid for and on behalf of [insert complete name of Bidder] Dated on day of, 20 ... [insert date of signing]

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

Part 1: Section 4**Bidding Forms**

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

Part 1: Section 4**Bidding Forms**

*(Signature)**(Printed name and title)*

*(Signature)**(Printed name and title)*

Manufacturer's Authorisation

[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]**

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

To: **[insert complete name of Procuring 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 Goods, manufactured by us **[insert name and or brief description of the Goods]**, 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 Goods offered by the above firm in reply to this Invitation for Bids.

Name: **[insert complete name of person signing the Bid]** In the capacity of **[insert legal capacity of person signing the bid]**

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

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

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

Note: 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.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Bidding Forms

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Section 5. Eligible Countries

Procurement Reference Number: LWB-ERP-24-01-GO-RFB

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

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government of the Republic of Malawi is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; 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 VI - Schedule of Requirements

Contents

1. List of Goods and Delivery ScheduleError! Bookmark not defined.

2. List of Related Services and Completion Schedule.....Error! Bookmark not defined.

3. Technical SpecificationsError! Bookmark not defined.

4. DrawingsError! Bookmark not defined.

5. Inspections and Tests.....Error! Bookmark not defined.

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the Bidder]</i>
1	Software (ERP)						
1.1	Design, Supply, Delivery, Installation, Testing and Commissioning of ERP Software (ERP application Software Package and accompanying software including database software) – Integrating with Financial Management system, Office 365, LWB Website, Car tracking and Fleet Management System, ArcGIS, QGIS, Mobile Meter Reading and Billing System, EDAMS Billing, Prepaid Billing, SCADA (Pipeline Systems). With modules: Stores Management, Finance Management, Human Resources, Payroll, Project Management and Accounting, Marketing and Sales, Inventory and Warehouse Management, Production and Packing Planning, Customer Relations Management, Quality Control, Internal Audit	15 Modules	Each	LWB Head Office - Madzi House	150 days	180 days	

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the Bidder</i>]
	Management; Procurement, Monitoring and Evaluation, Non-Revenue Water Management, Business Intelligence.						

2. List of Related Services and Completion Schedule

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

Item Number	Description of Goods or Related Services	Qty	Unit	Final (Project Site) Destination - As Specified in BDS	Earliest Delivery Period (Days from date of contract award)	Latest Delivery Period (Days from date of contract award)	Delivery Period offered by bidder (to be inserted by bidder)
1	Software (ERP)						
1.1	Design, Supply, Delivery, Installation, Testing and Commissioning of ERP Software (ERP application Software Package and accompanying software including database software) – Integrating with Financial Management system, Office 365, LWB Website, Car tracking and Fleet	15 Modules	No.	LWB Head Office - Madzi House	150	180	

Item Number	Description of Goods or Related Services	Qty	Unit	Final (Project Site) Destination - As Specified in BDS	Earliest Delivery Period (Days from date of contract award)	Latest Delivery Period (Days from date of contract award)	Delivery Period offered by bidder (to be inserted by bidder)
	Management System, ArcGIS, QGIS, Mobile Meter Reading and Billing System, EDAMS Billing, Prepaid Billing, SCADA (Pipeline Systems). With modules: Stores Management, Finance Management, Human Resources, Payroll, Project Management and Accounting, Marketing and Sales, Inventory and Warehouse Management, Production and Packing Planning, Customer Relations Management, Quality Control, Internal Audit Management; Procurement, Monitoring and Evaluation, Non-Revenue Water Management, Business Intelligence.						
3.0	Training and Training Materials						
3.1	System User and System Super-User operational training: The tenderer must provide hands on training and avail all the necessary user manuals containing any detailed information regarding the available training facilities; etc. System Administration/Technical: Provide ERP technical training and system administration and possibly lead to certification.		LS	LWB Head Office - Madzi House	150	180	

1. Technical Specifications and Compliance Sheet

INTRODUCTION

PROJECT BACKGROUND

Lilongwe Water Board has identified several goals for improvement with respect to the information communication systems it uses to manage, and report on its regulatory mandate. Examples of such goals include the following:

- a. Facilitating greater data sharing among the Board's functional units;
- b. Making it easier for more staff to develop and produce reports and dashboards.
- c. Retaining information in a central database to improve "institutional memory".
- d. Tracking stakeholder requirements as they interact with the Board and obtain a comprehensive understanding of their needs and,
- e. Reducing staff time devoted to duplicative data entry processes, e.g., report generations

The Board therefore is looking for a Supplier for the Supply, Delivery, Commissioning and Installation of an Enterprise Resource Planning (ERP) System. The ERP will be implemented based on the below license structure

Item No.	Description	Number of Licenses (Users)
1	Enterprise Resource Planning System	200
2	Business Intelligence	60
3	Web Portal	Unlimited
	Module	
1	Stores Management	
2	Finance Management	
3	Human Resource Management	
4	Payroll Management	
5	Procurement Management	
6	Projects Management and Accounting	
7	Internal Audit Management	
8	Marketing and Sales (Order and Quotes)	
9	Inventory and Warehouse Management	
10	Production and Packing Planning	
11	Customer Relations Management	
12	Quality Control	
13	Monitoring and Evaluation	
14	Non-Revenue Water Management	
15	Business Intelligence	

EVALUATION PROCESS

- a. Apart from other criteria, the consultant is expected to make an ERP system live demonstration as part of the evaluation process.

PROJECT SCOPE AND GOALS

- a. All Consultant services will take place at the LWB Head Office of Likuni Road, Area 3, Lilongwe, Malawi.

DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ERP SYSTEM

The Consultant will design, build, test, deploy, and train users on the ERP on-premise modules and configure the ERP in multiple companies which meets the Board's requirements.

- a. Lilongwe Water Board (Main Company)
- b. Water Bottling (Sale of bottled water)
- c. Commercial Plumbing
- d. In addition, the successful consultant shall also configure the ERP into sub companies based on Lilongwe Water Board business centers which are (Central, Northern and Southern Zones)

In response to this tender, the Consultant should identify and describe how the ERP products/modules satisfy each requirement below.

- a. Stores Management
- b. Financial Management;
- c. Supply Chain Management (Procurement Services) & Materials Management Module with e-procurement;
- d. Human Resources Management; (e-recruitment, grievances, leave/loan)
- e. Payroll Services with web-based Employee Self Service;
- f. Internal Audit Management;
- g. General and IT Administration;
- h. Project Management and Project Accounting;
- i. Process Workflow and Alerts;
- j. Marketing and Sales (Order and Quotes)
- k. Inventory and Warehouses Management
- l. Customer Relations Management
- m. Quality Control
- n. Monitoring and evaluation
- o. Production and Packing Planning
- p. Integration with other systems (Billing, Esri ArcGIS)
- q. Business Intelligence BI, Analytics;

PERFORM DATA CONVERSION MIGRATION

The Consultant will provide a Data Migration strategy that will ensure Zero-Downtime on the systems. Data Migration will be conducted from the following existing systems, all of which run on MS SQL database

- a. Sage Line 500 Financial Management System
- b. SMART Business Payroll and HR System
- c. TOMPRO Project Accounting System

The data will be subjected to quality assurance and validation before upload.

SYSTEM INTEGRATION AND OTHER FEATURES

The Consultant **MUST** perform the following Integration Services and provide APIs as required:

- a. Banking Systems, Mobile Money like Airtel Money and TNM Mpamba, Integrated Management Information System (IMIS), and Malawi Revenue Authority (MRA) Systems etc.
- b. Postpaid and prepaid system integration (both systems uses SQL database)
- c. Intuitive graphical interface for a short learning curve
- d. Network ready with multi-user password control
- e. Web Based
- f. Employee Self Service e.g., change login password, leave management
- g. Customer self-service for Commercial Plumbing
- h. Workflow and Alert Management
- i. Biometric System Integration with existing system and hardware
- j. Email Integration and SharePoint Integration (Office 365)
- k. Process Workflow, Alerts, and embedded Document attachment
- l. Online staff exit clearance

TRAINING AND SYSTEM DOCUMENTATION

- a. The Consultant will conduct user trainings based on the following user categories
 - i. System User training
 - ii. System Super-User training
 - iii. System IT Administrator's training
- b. The Supplier **MUST** prepare and provide the following Documentation.
 - i. End-User Manuals: Soft copy documentation
 - ii. Technical Documents: System Administration and Configuration document – Soft copy documentation

WORKPLAN AND PROJECT DELIVERY PERIOD

- a. The Consultant will provide a detailed workplan detailing project goals, objectives, scope and resources
- b. The Project delivery period is 6 Months.

LEGAL AND REGULATORY REQUIREMENTS TO BE MET BY THE INFORMATION SYSTEM

International Standards

The Information System **MUST** comply with the following international laws and regulations:

- a. International Financial Reporting Standards (IFRS)
- b. International Organization for Standardization (ISO 9000)

Local Standards

The Information System **MUST** comply with the following laws and regulations:

- a. Water Works Act
- b. Malawi Digital Governance Strategy
- c. Malawi National ICT Policy
- d. Malawi Data Protection Act

Legal Codes

As appropriate, summarize: each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System;]

Note: If appropriate, prepare a sub section with the relevant legal codes and regulations

NB: [describe, at the appropriate level of detail for the Information System being supplied and installed: each specific business processes and procedures that will be automated by the Information System.]

These business process descriptions may be textual as well as presented in a formal system analysis format (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

DETAILED REQUIREMENTS

Item No.	Feature	Technical Specification of items required including applicable standards (Minimum Requirements)	Mandatory/Optional	Compliance of specification offered (Bidders Response)
Key Specifications				
TECHNICAL REQUIREMENTS FOR THE ERP SYSTEM				
1.	Systems Administration and Management Functions	<p>The ERP MUST provide for:</p> <ul style="list-style-type: none"> a. Management, administration, and security features at the overall System level in an integrated fashion. b. Installation, Configuration, and Change Management; c. Operational Monitoring, Diagnostics, and Troubleshooting; d. User Administration and Access Control; e. System Usage Monitoring and Audit Trails; f. System and Information Security and Security Policies; g. Back-up and Disaster Recovery functions 	M	
2.	Performance Requirements of the Information System	<p>The ERP System MUST reach the following performance levels.</p> <ul style="list-style-type: none"> a. Describe, at the appropriate level of detail for the particular Information System being supplied and installed: Highest throughput (Near 100%) and/or instant response times for all business processes and procedures automated by the System; the relevant 		

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		<p>conditions under which the System must achieve these performance standards.</p> <p>b. The system must support concurrent users, during creation, update and querying transactions. The system must also be able to accommodate massively increasing data in terabytes plus.</p>		
3.	Technology Specifications– Supply& Install Items	<p>General Technical Requirements:</p> <p>a. Language Support: All information technologies must provide support for English language: either national or business language(s) of the end-user(s)]. Specifically, all display technologies and software must support the ISO/IEC 24755:2007, character set and perform sorting according to ISO/IEC 8859-1.</p>		
4.	Service Specifications– Supply& Install Items	<p>System Analysis, Design and Customization/ Development</p> <p>a. The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/ development methodology with the following key activities and design deliverables.</p> <ul style="list-style-type: none"> ○ Detailed Analysis: System Design Document; System Requirements Specification; Interface Requirements Specification; Software/System Test Descriptions; Software/System Test Plan, etc. ○ Physical Design: Software Design Description; Interface Design Document; Data base Design Document; etc. ○ Integrated System: User's Manual; Operations Manual; etc. <p>b. Software Customization/ Development</p> <ul style="list-style-type: none"> ○ The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/ or with the following technologies and/ or tools like Cascade, Rapid Application Development; and/ or CASE tools, etc. <ul style="list-style-type: none"> ○ All software should be design using Advanced Business Application Programming (ABAP) or any other applicable language 		
5.	Training and Training Materials	<p>The Supplier MUST provide the following Training Services and Materials.</p> <p>a. System User and System Super-User operational training: The tenderer must provide hands on training and avail all the necessary user</p>	M	

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		<p>manuals containing any detailed information regarding the available training facilities; etc.</p> <p>b. System Administration/Technical: Provide ERP technical training and system administration and must lead to certification.</p> <p>c. The tenderer must provide hands on training and avail all the necessary technical manuals containing any detailed information regarding the available training facilities.</p>																					
A.	SYSTEM INTEGRATION (TO OTHER EXISTING SYSTEMS)																						
6.	The Supplier MUST perform the following Integration Services			M																			
	<table><tr><th>Existing Information Systems</th><th>Detailed description of existing systems</th><th>Functional level</th><th>Integration with the ERP</th></tr><tr><td>Office 365</td><td></td><td>All levels</td><td>The system should be flexible enough to integrate with Office 365 tools</td></tr><tr><td>LWB Website</td><td>The website was designed with WordPress template that was developed using php, html, CSS, JavaScript, xml. The website runs on a Linux Operating System, MySQL database and Apache.</td><td>All levels</td><td>ERP should be flexible enough to provide Realtime dashboard update if required to</td></tr><tr><td>Car Track System and Fleet Management System</td><td>A web-based system that provides real time car tracking data to end users.</td><td>Senior Management and Divisional/Section Heads</td><td>ERP should integrate to with car tracking system to extract information on car monitoring</td></tr><tr><td>ArcGIS</td><td>A Geographical Information System developed by ESRI, used to capture LWB locational data for assets and events; perform locational analysis and produce outputs in formats including pdf, table reports</td><td>All levels</td><td>The system should integrate with ArcGIS software to capture or provide GPS coordinates so that assets are tracked, and locations are known.</td></tr></table>	Existing Information Systems	Detailed description of existing systems	Functional level	Integration with the ERP	Office 365		All levels	The system should be flexible enough to integrate with Office 365 tools	LWB Website	The website was designed with WordPress template that was developed using php, html, CSS, JavaScript, xml. The website runs on a Linux Operating System, MySQL database and Apache.	All levels	ERP should be flexible enough to provide Realtime dashboard update if required to	Car Track System and Fleet Management System	A web-based system that provides real time car tracking data to end users.	Senior Management and Divisional/Section Heads	ERP should integrate to with car tracking system to extract information on car monitoring	ArcGIS	A Geographical Information System developed by ESRI, used to capture LWB locational data for assets and events; perform locational analysis and produce outputs in formats including pdf, table reports	All levels	The system should integrate with ArcGIS software to capture or provide GPS coordinates so that assets are tracked, and locations are known.		
Existing Information Systems	Detailed description of existing systems	Functional level	Integration with the ERP																				
Office 365		All levels	The system should be flexible enough to integrate with Office 365 tools																				
LWB Website	The website was designed with WordPress template that was developed using php, html, CSS, JavaScript, xml. The website runs on a Linux Operating System, MySQL database and Apache.	All levels	ERP should be flexible enough to provide Realtime dashboard update if required to																				
Car Track System and Fleet Management System	A web-based system that provides real time car tracking data to end users.	Senior Management and Divisional/Section Heads	ERP should integrate to with car tracking system to extract information on car monitoring																				
ArcGIS	A Geographical Information System developed by ESRI, used to capture LWB locational data for assets and events; perform locational analysis and produce outputs in formats including pdf, table reports	All levels	The system should integrate with ArcGIS software to capture or provide GPS coordinates so that assets are tracked, and locations are known.																				

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	QGIS	An open-source Geographical Information System, used to capture LWB locational data for assets and events	All levels	The system should integrate with QGIS software to capture or provide GPS coordinates so that assets are tracked, and locations are known.		
	Mobile Meter Reading and Billing	Web based software designed by Wonderkid running on a Linux platform.	Commercial and Revenue Division/ Customer Care Division	ERP should integrate to capture data on meter readings, customer transactions and daily reports whenever needed		
	EDAMS Billing	Post-paid customer billing system provided by Hydro-Comp Enterprise from Cyprus running on Ms SQL	Commercial and Revenue Division/ Customer Care Division	ERP should integrate to capture data on meter readings, customer transactions and daily reports whenever needed		
	Prepaid Billing	Web based Prepaid customer billing system provided locally by Creck hardware in partnership with Calin of China running on Ms SQL	Production and Distribution/Commercial and Revenue Division/ Customer Care Division	ERP should integrate to capture data on customer transactions and daily reports whenever needed		
	SCADA (Pipeline Systems)	SCADA ICS (industrial control systems) used to control infrastructure processes (water treatment, wastewater treatment, etc.), facility-based processes or industrial processes (production, manufacturing, refining, power generation, etc.).	Technical staff in water treatment and distribution s	ERP should integrate to reports daily status of the water distribution network from customers and other collections		
B.	STORES					

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7.	Stores Warehouse delivery and issues:	<ul style="list-style-type: none">a. Ability to generate stores stock item bar codes from stock codes, link to scanning device that will allow records of stock entry and issues to be entered and update to the inventory database.b. The system should be flexible to allow for both manual and barcode entries.c. Bar code scanners required.		
8.	Stores requisition	<ul style="list-style-type: none">a. Ability to allow all departments to requisition from store using an online interface that is easily accessible.b. The system must trigger alerts and messages for senior authority to approve and authorize online transactions.	M	
9.	Stores requisition tracking	Ability to enable the originator of stores requisitions to track the progress of his/her request along the chain of authorization through to its issuing.	M	
10.	Stores stocks levels	Ability to allow departments/divisions and sections an online interface to query the levels of stocks available in stores prior to making stores requisition	M	
11.	Stores stock delivery	<ul style="list-style-type: none">a. Capability to link stock purchase requisitions to local purchase order (LPO), delivery note (DN) and generate goods receive note (GRN) at the time of receiving goods.b. The system should be able to detect and invalidate expired LPOs.	M	
12.	Stores stocks movements/transfers	<ul style="list-style-type: none">a. Ability to document and retain history of all stock movements or transfers between main stores and zones, as well as between zones.b. Stores issues: The system should have automated issue notes, return notes and inter-warehouse transfers in real time.c. The system must generate a stores issue note, return notes and inter-warehouse transfers report which can also be sent through email.d. All stock issues and returns should be linked to individual user departmental or sectional expense codes expense codes with automatic generation of journals.e. Must have ability to allocate stock according to projects.f. The system should be able to generate automatic job numbers.g. Ability to track usage of budgeted quantities under the stores module and report on outstanding quantities to avoid overstocking of items.	M	
13.	Store Reports	<ul style="list-style-type: none">a. Ability to generate requisitions for all stock items whose levels are below the reorder level.	M	

		<ul style="list-style-type: none"> b. Ability to trigger alerts when stock reorder levels have reached or are approaching reorder levels. The system must generate a report of these stock items. c. The system should be able to send an alert through triggered emails. d. Generate a listing of all stock items below reorder levels. e. Generate reports of all stock items and provide physical stock count sheets. f. Ability to generate store's stock usage report daily, weekly, fortnightly, monthly and quarterly. g. Ability to generate stores utilization report for all issued stock items disintegrated per product type, cost, department, division, expense code etc. showing quantities and values. h. Visibility of all reports should be based on system user rights. i. Transaction audit trail reports showing quantities and values of received, issued, transferred, and returned stock. j. Stock history per product, warehouse showing movement of stock (GRN, Transfer, Issue Return) k. Valuation report, showing total valuation by product, warehouse. l. Stock pricing list report showing current actual price and weighted average cost per product and defined per period demarcated into gross, net and VAT. m. GL distribution report n. Stock taking reports (posted count sheets, reconciliation, adjustments report) 		
14.	Stores interface	Ability to generate general ledger journal for all store transactions and allow viewing of procurement LPOs, and purchase requisitions.	M	
15.	Stores checks	<ul style="list-style-type: none"> a. Ability to allow for 4 levels of checks and authorization of all stock's documentations and trigger reminders through emails and reports after set time intervals. b. Ability to add characteristics to stock items as 'Fast moving', 'Standard stock item', 'Slow moving', 'Obsolete' and ability to select and filter on these characteristics. c. Ability to register minimum order levels and automatically generate purchase order when below order levels 	M	
16.	Stock Take	<ul style="list-style-type: none"> a. The system should generate automated stock count sheets. b. Ability to enter stock sheets into the system to reconcile with physical and system quantities and calculate variances. 	M	

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		c. Capability to prepare and post stock variance adjustments.		
C.	FIXED ASSETS		M	
17.	Fixed Asset registry	a. Ability to generate asset bar codes, link to scanning device that will allow records of asset movements or allocations to be recorded and update the asset registry database accordingly. b. Retention of full asset details including supplier and historical data. Include entries for GPS coordinates to enable scanning device to record location. c. Flag Asset marked for disposal so that no active maintenance or repair is made against the Asset. d. Flag Asset marked for disposal so that it can be used beyond disposal date. e. Ability to update the asset register. f. Ability to generate asset reports showing year of make/construction/purchase date, age of asset and disposal due date.		
18.	Fixed Replacement Asset Planning	a. Ability to trigger Fixed Asset replacement alerts at the end of registered life of service or use. b. Generate a report for assets due for replacement and or service.		
19.	Fixed Asset Depreciation	a. Ability to calculate monthly asset depreciation using a method accessible to LWB. b. Generation of depreciation journal for easy interface to the general ledger.		
20.	Fixed Asset maintenance/damage	a. Retention of asset active records of appreciation and depreciation in value. b. Ability to trigger Asset maintenance alerts at appropriate intervals. c. Ability to add planned maintenance schedule including estimated cost.		
21.	Fixed Asset Tracking	Ability to interface with an Asset tagging/scanning device and trace asset location and record coordinates.		
22.	Fixed Asset Interface	a. Ability to view procurement local purchase order (LPO) and generate general ledger journal for monthly asset depreciation. b. Ability to interface with Asset management system, Fleet management system and SCADA.		
D.	PAYABLES		M	
23.	Payables updates	a. Ability to retain supplier details and transaction history which includes all invoices and payments made against the supplier account. b. The system should be able to update supplier records (add/remove supplier)		

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24.	Payable transactions	a. Ability to generate payment vouchers, print cheques and produce supplier transaction listing including supplier aged analysis.		
25.	Payable interface	Ability to interface with stores Good Received Notes (GRN), procurement LPO, stores delivery note. a. Must have General Ledger and Cash Management b. Interface link to allow payments checking by departments.		
E.	CASH MANAGEMENT		M	
26.	Cash Management Bank Receipts	Capability of interfacing with Bank software and allow real time upload of payment transactions or daily basis. Ability to reconcile payment transaction and generate general journal for bank receipts.		
27.	Cash Management Payments	a. Ability to initiate a transaction and provide a platform for checking and authorizations at different levels. b. Ability to create and upload payment requisition forms, advance and loan applications. The payment requisition forms will be generated at Departmental level and will pass through different levels of approvals. c. Ability to enable departments online access to status of payment requisition and level in the process flow along with all supporting documents. d. Ability to generate payments vouchers and print cheques.		
28.	Cash Management Bank Reconciliation	a. Ability to interface with EDAMS Billing System for daily receipts summaries. b. Ability to upload Bank statements to be reconciled with receipts from the Billing system. c. Ability to produce listing of unrepresented payments, dishonored cheques etc. d. Ability to log details of cash management checks.		
29.	Cash Management Updates	Retain cheque payment registry, generate general ledger journal for both bank receipts and payments.		
30.	Cash Management Reports	a. Produce Bank receipt summary by general ledger allocation codes, payment register and Cash Management transaction listings. b. Journal Audit trail c. General Ledger distribution report d. Cash Book report		
31.	Cash Management Interface	a. HR system b. General Ledger c. EDAMS Billing System		
F.	GENERAL LEDGER		M	
32.	System Interface, Company creation and Journals	a. The General Ledger must be fully integrated or fully interfaced with Accounts Payable, Accounts Receivable, Cash Book (cash Management) and Fixed Assets.		

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		<ul style="list-style-type: none"> b. The system must be able to support multiple entities; for example, business units, separate companies (for example Trading companies). The system must maintain self-balancing ledgers. c. The system should be able to handle both system and Manual Journals 		
33.	Creation and Amendment	<p>The system should be able to create and amend the following.</p> <ul style="list-style-type: none"> a. Accounts code b. Generation of posting codes c. Cost Centers d. Short Codes e. Budgets etc. 		
34.	House Keeping	<p>The system must be able to handle the following.</p> <ul style="list-style-type: none"> a. Period End b. Year End c. Close Adjustment period d. Report definitions e. Chart of accounts renumbering 		
35.	Reports	<p>The system should among other reports be able to produce General ledger reports as follows.</p> <ul style="list-style-type: none"> a. Both detailed and summary trial balance b. Journal listing c. Journal audit trail d. Chart of accounts 		
MANAGEMENT ACCOUNTS			M	
36.	Charts of Accounts	<ul style="list-style-type: none"> a. The system must have a modular structured chart of accounts with a hierarchy starting account code level. (Department-division-Account Code), (Balance sheet item Or Profit and Loss) b. Ability to provide for budget entries with capabilities to import budget captured in Excel into the system. 		
37.	Management Accounts Interface	<ul style="list-style-type: none"> a. Ability to integrate with Excel with reporting options to export to Excel. b. Ability to export reports to PDF. c. Ability to link to other reporting and business intelligence platforms such as Crystal Reports, Power BI, and others 		
38.	Financial Reporting	<ul style="list-style-type: none"> a. Produce Income statement by modular break down by department, division and Account code separately and consolidated. b. Produce Balance Sheet with Current and Prior Year Actual figures. c. Produce Cashflow Statement with Current and Prior Year Actual figures. d. Ability to produce monthly trial balance with an option to import and export to excel. 		

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39.	Budget Preparation	<ul style="list-style-type: none"> a. Ability to provide all budget functionality based on General Ledger Chart of Accounts structure including Zones as Business Centers. b. Ability to forecast budget items. c. Ability to maintain various budgets such as an output-based budget alongside standard budget, and monitoring and evaluation budget. d. Ability to track usage of budgeted quantities under the stores module and report on outstanding quantities to avoid overstocking of items. e. Ability to track budget utilization and produce variance analysis report per division/section f. Ability to produce Zonal performance reports depicting status as Business Centers 		
HUMAN RESOURCES & PAYROLL		M		
	Human Resources Recruitment	<ul style="list-style-type: none"> a. Provide an online interface for Departments to apply for personnel requisition and retain history of personnel requisition. b. The personnel requisition functionality must include the following details (Date wanted, number required, job title, grade, nature of employment (temporary, permanent, contract), duration, education requirements and other relevant information. c. Ability to accommodate the tracking of recruitments through all stages of recruitment from requisitions to engagements and confirmation of appointment. d. The module must also include a Reference Form to be used by LWB officials when requesting for candidate references. e. The system should have the ability to print out an Employee Engagement form. f. The system should have the ability to produce Confirmation of Appointment form upon being confirmed. g. Ability to record Employee's family and dependent details. 		
40.	Human Resources Engagement	<ul style="list-style-type: none"> a. Ability to retain all employee engagement details. b. Ability to generate job advert including records of jobs, c. Online recruitment functionality with ability to do preliminary shortlisting. d. Ability to retain employee's profile, job skills and qualification requirements. e. Ability to interface with biometric device to capture photo images and fingerprints. f. Capability to offer custom online forms for induction, engagement, and medical information. g. Ability to create and retain an employee exit advise form. 		

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41.	Human Resources Employee Portal	<ul style="list-style-type: none">a. Retention of full employee historical records which include leaves, trainings, disciplinary incidents, performance, and rewards management.b. The system should be able to manage leave processing life cycle track leave days and retain history.c. Ability to allow an employee to fill out online applications for leave, loans, allowances, or advance forms and query their leave balance and history.d. Ability to link with an employee's payroll transactions to assess Loan borrowing power according to approved percentages before loan approval. It should be possible to waiver this condition.e. Ability to calculate and retain historical records of leave grants and allowances paid to employee.f. Retain documentation of all job descriptions and provide online interface for employees to view their job descriptions.		
42.	Human Resources Employees Medical details management	<ul style="list-style-type: none">a. Allow an employee to fill a medical form including personal medical details.b. The system should allow for uploading of employee documents in fulfillment of medical requirements.c. The system should be able to generate a medical letter in form of an email authorizing the hospital to offer medical services to an employee.d. The system should have a medical scheme module.e. Ability to update employee's family details.		
43.	Human Resource Training:	<ul style="list-style-type: none">a. Provide online interface for departments to complete training needs analysis.b. Provide consolidated training calendar schedules with alerts and reminders to trigger action from department heads and employees.c. Ability to retain historical data on training providers and venues with resulting feedbacks from participants.d. Ability to retain chronological history of employee training records.e. Ability to produce record of employee career development history.f. Ability to provide training cost by department and by training plan percentages.g. Ability to retain data for training reports including attendees and their signatures.		
44.	Human Resource Interface	Capacity to link and integrate employee data with payroll and cash management for loans, leave grants, trainings, advances, and overtime payments outside of payroll.		
45.	Human Resource security	<ul style="list-style-type: none">a. Integrated technical safeguards to ensure a high level of privacy and security, including data encryption, administrator controlled username and password access, automatic timeout/log-off.		

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		b. Ability to allow for 4 levels of checks and authorization of all loans, leave grants and allowance transactions with triggers to create reminders after set time intervals.		
46.	Human Resources Performance and Rewards Management	a. Capability of allowing interface for departments to securely update online performance agreements and performances appraisals. b. Retain history of performance rewards, awards, and other management incentives. c. Staff Discipline and Grievance Management d. Online interface to report and retain historical record of disciplinary incidents, investigations, reports, and conclusions.		
47.	Human Resource Disengagement	a. Retention of employee disengagement reasons whether dismissal, resignation, or death. b. Provide online interface for employee to complete exit interview form. c. Produce exit interview report. d. Ability to trigger alerts through an email and report on all staff due for retirement at intervals from 4 months before the retirement date. e. Automated interface to switch off/ freeze employee pay processing beyond contract and retirement due date in the payroll module		
48.	Human Resource Reporting	a. The system should be able to produce a detailed employee staff list report comprising of full employee personal and demographic details and including but not limited to the following additional details: grade, qualifications, department.		
49.	Payroll Updates	a. Ability to access employee records entered and updated in the Human Resources modules.		
50.	Payroll timesheets	a. The system must have a workflow functionality for requisition to work overtime. b. Ability to access overtime sheets and retention of attendance where it is necessary to base calculations of payroll on time and attendance.		
51.	Payroll interface	a. Interface and integration to the time and attendance management system. b. The system should be able to interface with Financial Accounting system. c. Ability to link to the biometric system.		
52.	Payroll preparation	Capacity to extract complete employee loans advances, deductions, and allowances from the HR System.		
53.	Payroll Taxation	Scalable and changeable tax tables that meets all legal and regulatory requirements of the Malawi Revenue Authority.		
54.	Payroll execution	Ability to retain listing of earnings and deductions, generate pay slips and payroll listing, generate, and post general ledger journal.		
55.	Payroll security	Integrated technical safeguards to ensure a high level of privacy and security, including data encryption.		

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		Administrator controlled username and password access, automatic timeout/log-off.		
56.	Payroll reporting	Ability to distribute pay slips via email or mobile SMS. a. Create payroll general ledger journal, bank payroll text files and pay run audit trail.		
PROJECTS			M	
	Project initiation	a. Retain register of all projects planned, active and closed. b. Ability to create and retain project inception documentation. c. Capability of retaining project team composition with functions and responsibilities. d. Retention of reference to communications. e. Provide repository for survey and analysis reports. f. Retain detail project plan, resources, and costs. g. Capable of supporting the formal approval based on LWB project Charter. h. Ability to transfer Asset deliverable from projects to Fixed Asset Register with associated value and cost. i. Capability of producing Bank schedules j. Capability of capturing and calculating project financial and economic viability analyses k. Automate project closure with financial interface.		
57.	Project execution	a. Interface for online submission of purchase and stores requisitions requested against project activities. b. Ability to create and select types of projects (example - Donor Funded, Developer Funded or Capex Funded). c. Ability to generate automated triggers for project activities and events. d. Generate project completion certification. e. Produce reports of comparisons of budgeted against actual allocations and use of project time and cost. f. Retain record of project expenses and budget. g. Ability to capture, record and report on distribution of resources across projects		
58.	Project Report	a. Capable of generating physical and financial project progress reports. b. Capable of generating the full project register		
59.	Project Procurement	Ability to select alternative procurement methods for each project.		
60.	Project Accounting	Provide for account transactions in the following areas. a. Payables b. Disbursements c. Fixed Asset d. Cash Management e. Budgeting f. Generate reports g. From multi-currency transaction Report in multi-currency		

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61.	Contract Management	<p>The contract management functions in this module must interface with the contract management function in the Procurement module.</p> <ul style="list-style-type: none">a. Contract Management: The system must have a module that manages the lifecycle of contracts on projects.b. Renewals and Expiry: The must capture the contract start date, expiry/renewal date and send reminders via email and SMS.c. Milestones, Tasks and Obligations: The system sends reminders based on milestones, tasks, and obligations to the parties of the contract.d. Contract Experience: The system must be able to capture the client's reviews and experience i.e., Negative or Positive for the duration of the contract.e. Track Changes: The module must track all changes made within the contract from initiating through to drafting and execution.f. Contract Compliance: Administrators should be able to set deadlines reminders and configure contract deliverables that need to be addressed, along with associated dates.g. Obligation Management: The system must have automated alerts that accurately inform the entire team of deadlines, payment due dates, payment amounts and upcoming renewal dates among others.		
PROJECT ACCOUNTING			M	
62.	System Parameters/Coding list	<p>This will consist of a set of records to be used to validate frequent used data which can assist in data entry processes and minimize errors. The list is as below:</p> <ul style="list-style-type: none">a. Ability to handle multiple Currencies. The system must incorporate exchange at any given time.b. Ability to handle multiple projects.c. History of Financial Years. The system should be able to produce reports in previous financial years.d. Report Modelse. Expenditure Type/Budget. The expenditure should be linked to the budget such that payments should be informed by the real-time budgetsf. Chart of Accounts. Reporting should be separated based on the following categories: Project Financing. The system should be capable of managing multiple financiers per single project.g. The system must capture physical location of Assets related to projects.h. The system should be able handle project expenses in multiple bank accounts.i. The system must be able to handle multiple Funding Agencies		

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		j. Project funds disbursement can be through transfers to the Board's accounts or direct payments to service providers.		
63.	Budget control	a. The system should allow for budget capture for ease of monitoring expenditures. The system should allow for the following capturing of budgets. Budgets should be separated in the following categories. a. Budget Plans b. Budget Data Capture b. Procurement Management This functionality focuses on procurement data capture. a. Creation of an Invoice Voucher Against a Contract b. Payment Against an invoice linked to a contract		
64.	Bank Reconciliation	The system should have a functionality to allow bank reconciliations to be done in the system		
65.	Asset Management	For ease of tracking of assets related to projects, the system should have a fixed asset register functionality. This will allow for tracking and monitoring of assets under the project.		
66.	Reports	a. Financial Accounting Reports b. Account Report c. Trial Balance d. Expenditure Reports e. Cash Books f. Variance analysis reports g. Contract Management Reports		
67.	MARKETING AND SALES (ORDER AND QUOTES)		O	
68.	Pricing & Commissions	a. Pricing rules built right into the system supporting bracket pricing, delivered pricing, pricing campaigns. b. Sales brackets include customer buying groups, price list groups and support for specific sales hierarchies. c. Item surcharges and document surcharge functionality to support freight and fuel surcharges, or even temporary commodity price fluctuations. d. Zones functionality allows prices to be applied to specific zones of delivery; delivery charges are itemized and easily reconciled against the incoming logistics or freight costs. e. Extended pricing matrix allows item charges to be applied in combinations of customers or customer groups. f. Invoice printing can roll-up prices or itemize prices from surcharges.		

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		<ul style="list-style-type: none">g. Estimates functionality allows sales reps to put forward accurate estimates based on a specific recipe; worksheets allow marketing costs or other fixed costs to be factored into the pricing equation.h. Commissions configuration calculated on price, margin, and quantity as well as advanced rules such as first-time sale, new item, new customer, unique items.		
	Sales	<ul style="list-style-type: none">a. Pricing (price list management, customer tiers, volume, promos)b. Sales order management (individual orders / blanket orders /contract orders)c. Direct store delivery (recurring / standing orders)d. Preset customer orders (same order, enter it once)e. Sales and broker commissionsf. Customer rebate management (quantity, accrued, lump sum)g. Sales approval workflows (new)h. Trade promotion management / trade spend		
	Web Portal	<ul style="list-style-type: none">a. Allow customers, brokers and sales people to access a secure web portalb. Create new sales ordersc. View sales order historyd. View account status and statement information		
	Forecasting	<ul style="list-style-type: none">a. Support a collaborative approach to sales forecasts.b. Feed forecasts from historical sales or purchase data. Integrate sales forecasts with the Planning Engine for material requirements planning and what-if scenarios.		
	INVENTORY AND WAREHOUSE MANAGEMENT		O	
	Inventory Capabilities	<ul style="list-style-type: none">a. Access inventory location information from anywhere in the system; sales order, etcb. Track inventory at location,c. Inventory availability in addition to quantity on hand provides users access to forecasted Availability;d. Expiration analysis provides visibility on inventory that has expired, as well as inventory that may be approaching expiration based on item-specific parameterse. First expiry principals enforcement for picking and consumptionf. Functions include: Receiving and warehouse put-away, Inventory picks and shipments, Inventory movements, Physical counts, Production output and consumption Quality auditsg. Product lookups by item, and lot/batch number, Label printingh. Expiration date management (FEFO)		

PRODUCTION AND PACKING PLANNING		O	
Safety and Compliance	<ul style="list-style-type: none"> a. Bi-directional ingredient and product traceability and recall b. Quality hold management c. Allergen management d. Quality checks and audits e. Preventative maintenance f. Pre-receipt inventory entry compliance 		
Traceability & Batch Control	<ul style="list-style-type: none"> a. External Batch numbers tracking, b. Batches consumption in order of expiry, picking controls are in place to prevent products being consumed out of rotation unless otherwise approved by the supervisor c. Bi-directional traceability 		
Recall Process	<ul style="list-style-type: none"> a. Recalls provide a list of all customers impacted by a concerned item and Batch combination b. Recall letter should be generated and communicate on the impacted batches, and provide information related to the shipment number, date, quantity shipped prompting response from customers for next actions. 		
Production	<ul style="list-style-type: none"> a. Master production schedule (MPS) planning b. Batch / item production consolidation (grouping similar items into same production window) c. Capacity and bottleneck management d. Co-packer management e. Co-product management f. Production cost analysis g. Yield reporting h. Allergen management i. Production forecasting j. Activity based costing (labor) 		
CUSTOMER RELATIONS MANAGEMENT		O	
User Account Management	<ul style="list-style-type: none"> a. User Profiles and Settings: Users should be able to typically customize their profiles and settings within the CRM module. This may include updating personal information, setting notification preferences, configuring dashboard layouts, and more. b. User Activity Monitoring and Audit Trail: Ability to track user activity within the CRM system, recording actions such as logins, data modifications, and system configurations. This audit trail provides transparency and accountability, helping administrators detect and investigate any unauthorized or suspicious behavior. c. User Deactivation and Removal: 		

		<p>When employees leave the organization or no longer require access to the CRM Module, administrators should be able to deactivate or delete their user accounts. To ensure that former employees cannot access sensitive data or perform actions within the system.</p> <p>d. User Training and Support: Ability to include user training and support features such as onboarding resources, help documentation, and access to technical support services.</p>		
	Client/Customer Management	<p>a. Client/Contact Database: Ability to serve as a centralized repository for storing detailed information about clients or customers. This includes basic contact details such as name, email address, phone number, and mailing address, as well as additional information like company affiliation, job title, and demographic data.</p> <p>b. Contact History: Ability to track the history of interactions and communications with each client or customer. This may include records of emails, phone calls, meetings, support tickets, purchases, and any other relevant activities.</p> <p>c. Activity Tracking and Logging: Ability to record and log all interactions and activities related to each client or customer. This helps sales representatives and customer service agents keep track of ongoing conversations, follow-ups, and tasks.</p> <p>d. Communication Management: Ability to provide tools for managing communications with clients or customers across various channels, including email, phone, chat, and social media. This may include features for sending and receiving emails, scheduling appointments, and logging phone calls.</p>		
	Leads Management	<p>a. Lead Capture: Ability to allow users to capture leads from various sources such as website forms, social media, email campaigns, trade shows, and referrals. Leads can be manually entered into the system or automatically captured through integration with lead generation tools or web forms.</p> <p>b. Lead Qualification: Ability to evaluate and qualify leads based on predefined criteria to determine their potential as sales opportunities. This may involve assessing factors such as budget, authority, need, and timeline (BANT).</p>		

		<p>c. Lead Assignment: Ability to assign Qualified leads to sales representatives or teams based on predefined rules or criteria, such as geographic territory, product specialization, or workload capacity. This ensures that leads are distributed efficiently and followed up on promptly.</p> <p>d. Lead Tracking and Management: Ability to track the status and progress of leads as they move through the sales pipeline. This includes recording interactions, updating lead information, scheduling follow-up activities, and setting reminders for future actions.</p> <p>e. Lead Nurturing: For leads that are not yet ready to make a purchase decision, the CRM should be able to facilitates lead nurturing activities to build relationships and keep them engaged over time. This may involve sending targeted email campaigns, providing relevant content or resources, and offering personalized recommendations based on lead interests and preferences.</p>		
	Sales Pipeline Management	<p>a. Pipeline Visualization: The ability to offer a visual representation of the sales pipeline, displaying sales opportunities categorized by stages such as prospecting, qualification, proposal, negotiation, and closed-won or closed-lost. This allows users to easily track the status of each opportunity and identify where they are in the sales process.</p> <p>b. Opportunity Tracking: The ability to track sales opportunities and manage them within the pipeline, with relevant information such as opportunity name, expected revenue, close date, associated contacts, and deal stage. Users should be able to update opportunity details, log interactions, and assign tasks to move opportunities forward.</p> <p>c. Stage Management: The ability to allow users to define and customize sales stages to match their specific sales process. This includes configuring the number and names of stages, defining criteria for advancing opportunities to the next stage, and setting default probabilities for each stage.</p> <p>d. Sales Activities and Tasks: Ability for users to schedule and manage sales activities and tasks associated with each opportunity, such as phone calls, meetings, emails, and follow-</p>		

		<p>ups. This helps ensure that sales representatives stay organized and focused on moving opportunities through the pipeline.</p> <p>e. Forecasting: The ability to provide tools for sales forecasting based on the opportunities in the pipeline. By analyzing historical data, current opportunities, and conversion rates, the system generates forecasts of future sales revenue, helping sales managers make informed decisions and set realistic targets.</p> <p>f. Pipeline Reporting and Analytics: The ability to offer reporting and analytics capabilities to track key performance metrics related to the sales pipeline, such as win/loss ratios, average deal size, sales velocity, and pipeline health. Customizable dashboards and reports provide insights into sales performance and help identify trends and opportunities for improvement.</p>		
	Client Communications	<p>a. Multichannel Communication: The ability to support communication through various channels such as email, phone, SMS, chat, social media, and even postal mail. This allows businesses to reach clients through their preferred communication channels.</p> <p>b. Email Integration: Integration with email allows users to send and receive emails directly within the CRM. This includes features such as email templates, mail merge, tracking email opens and clicks, and syncing email correspondence with client records.</p> <p>c. Phone Integration: Integration with phone systems enables users to make and receive phone calls directly within the CRM system. This may include features such as click-to-dial, call logging, call recording, and call analytics.</p> <p>d. SMS and Messaging: The ability to support sending and receiving text messages and instant messages to communicate with clients in real-time. This may include features such as SMS campaigns, automated messaging, and chatbots (LWB will be responsible for the SMS).</p> <p>e. Social Media Integration: Integration with social media platforms allows us to monitor and engage with clients on social media channels. This includes features such as social listening, social media posting, direct messaging, and sentiment analysis.</p> <p>f. Appointment Scheduling:</p>		

		The ability to include features for scheduling appointments, meetings, and follow-up calls with clients. This may include calendar integration, availability tracking, and automated reminders.		
	Ticketing and Help Desk	<p>a. Ticket Creation: The ability to allow customers to submit support requests or tickets through various channels such as email, phone, chat, web forms, or a self-service portal. Tickets can also be created manually by customer service agents on behalf of customers.</p> <p>b. Ticket Tracking and Management: Each ticket shall be assigned a unique identifier and shall be tracked throughout its lifecycle from creation to resolution. The ability to provides features for categorizing, prioritizing, and organizing tickets based on factors such as severity, type, and status.</p> <p>c. Ticket Assignment and Routing: Tickets shall be automatically assigned to the appropriate customer service agent or team based on predefined rules or criteria. This ensures that tickets are routed to the most qualified and available personnel for resolution.</p> <p>d. Communication and Collaboration: The module facilitates communication and collaboration among customer service agents, enabling them to collaborate on resolving tickets, share information, and escalate issues when necessary. This may include features such as internal messaging, ticket comments, and collaboration tools.</p>		
	QUALITY CONTROL		O	
	Quality control	<p>a. Ability to monitor and control the quality of products throughout the production process</p> <p>b. Ability to track materials and products from the source to the final product, ensuring compliance with regulatory requirements.</p> <p>c. Process control,</p> <p>d. Statistical process control,</p> <p>e. Control charts.</p>		
	Quality Planning	<p>a. quality inspection planning,</p> <p>b. Test equipment management</p> <p>c. Inspection plan creation</p>		
	Quality Certificates	a. Ability to generate and manage quality certificates for finished goods. This includes features such as certificate profile creation, certificate printing, and certificate distribution. This will help LWB in providing the necessary documentation to customers		

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		and regulatory authorities to demonstrate the quality of the products.		
	Quality Notifications	<p>a. Ability to manage quality issues and non-conformances in the production process. List of features to be included.</p> <ul style="list-style-type: none"> ✓ Notification creation, ✓ Notification processing, ✓ Notification analysis. <p>This will help in identifying the root cause of quality issues and taking corrective actions to prevent them from recurring in the future.</p>		
	INFRASTRUCTURE GIS		M	
	Infrastructure GIS Interface	<p>a. Provide link and access to GPS coordinates in Fixed Assets.</p> <p>b. Ability to link to devices that transmit GPS data from tags, bar code on meters and field installed Assets.</p>		
	Interface to ArcGIS	Ability to provide selection of data based on selection made GIS (data for a certain area)		
	INTERNAL AUDIT		M	
	Internal Audit Interface	Ability to interface with the Audit Management Software		
	PROCUREMENT		M	
	Procurement Request	<p>a. Ability to provide departments with online interface to purchase requisition forms.</p> <p>b. Ability to track and prioritize purchase requisitions.</p> <p>c. Ability to retain history of selected evaluation team members, procurement method, issues of expression of interest, request for quotation, shortlist of bidders, evaluation reports and all other documents.</p>		
69.	Procurement Interface	<p>a. Link and integration to any public government or approved donor eProcurement services and website</p> <p>b. Ability to provide online links to portal of document repository.</p> <p>c. Integrate with the Stores Module and the Finance Modules.</p>		
70.	Procurement Reports	Capable of generating supply chain management report		
71.	Other Procurement Requirements	<p>a. Contract Management</p> <p>Contract Management: The system must have a module that manages the lifecycle of contracts that bind the organization.</p> <p>b. Contract Initiation:</p> <p>The system must enable the drafting team to create contracts from its desk using standardized templates which can be distributed amongst contract parties.</p>		

		<p>c. Renewals and Expiry The must capture the contract start date, expiry/renewal date and send reminders via email and SMS.</p> <p>d. Milestones, Tasks and Obligations The system sends reminders based on milestones, tasks, and obligations to the parties of the contract.</p> <p>e. Contract Experience The system must be able to capture the client's reviews and experience i.e., Negative or Positive for the duration of the contract.</p> <p>f. Track Changes The module must track all changes made within the contract from initiating through to drafting and execution.</p> <p>g. Real-time – Collaboration The module must allow users to work concurrently on a document real-time from any location in the world. While collaborating, the module allows chats and comments/suggestions to be incorporated when accepted.</p> <p>h. Templates The system must store contract/agreement templates that can be used when drafting the contract.</p> <p>i. Contract Parties The system must capture all parties to the contract, along with all details pertaining to the parties such as names of those involved in the drafting process.</p> <p>j. Case Management The system must capture all cases that may arise from various contracts within the company. Must capture all ongoing cases, the status, and parties.</p> <p>k. Workflow Management The system must enhance workflow management for approvals, documents and users' levels plus notifications and ensure that proper standards and procedures are followed in compliance with approval processes, changes, and other workflow-oriented requirements.</p> <p>l. Contract Compliance Administrators should be able to set deadlines reminders and configure summaries of more salient terms and conditions that need to be addressed, along with associated dates.</p>		
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		<p>m. Obligation Management The system must have automated alerts that accurately inform the entire team of deadlines, payment due dates, payment amounts and upcoming renewal dates among others.</p> <p>n. E-Signature The system must have the e-signatures facility that allows approver to sign and approve from any location and an email notification sent thus reducing time-lapse between one signatory to another.</p> <p>o. Approvals The system must enable the administrator to make multiple approvals at once where Documents can be added to an approval workflow and notifications with tasks that need to be completed sent to parties.</p>		
72.	Supplier Management	<p>a. Supplier Registration: Suppliers must pre-register on the system by submitting statutory documents such as Certificate of Incorporation, PIN Certificate, Business Permit, Tax Compliance, and company contact details including users within the company.</p> <p>b. Supplier Dashboard: Supplier must have a graphical representation of all tenders that are active, closed, won, lost with ability to filter as per categories and preference. Also view submission requirements and timelines for all tenders.</p> <p>c. Alerts and Notifications: The system must enable suppliers to register for alerts and notifications via email and SMS for new tenders, clarifications, addendums, closing dates and extensions etc.</p> <p>d. Document View and Download: System allows registered suppliers to view tender document, addendums, and clarifications.</p> <p>e. Register Participation: The system must enable bidders to confirm downloading of tender document and register intent to participate and not to participate and reasons for declining to.</p> <p>f. Clarifications: The system must allow bidders to post clarifications visible to all participants with identity hidden, and to view other clarifications posted by other participants with responses from the procuring entity in real-time.</p>		

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		<ul style="list-style-type: none">g. Mandatory Requirements: The system must allow bidders to view mandatory requirements and submit online within respective fields.h. Technical Requirements: The system must allow bidders to view technical requirements with option of submitting as a whole document or in sections as per requirements, with option to save draft.i. The system must also allow bidders to fill in the Technical Specifications online.j. Document Uploads: The system allows bidders to upload documents in whole or part depending on the submission criteria required including any annexure.k. Submission and Review: The system must allow bidders to submit Technical and Financial Proposals in whole or in part with option of bidder making changes or amendments before submission deadline.		
73.	Administration Dashboard	<ul style="list-style-type: none">a. Administration Dashboard The administrator can see List of pre-qualified suppliers, active tenders, closed tenders, cancelled tenders, clarifications, addendums with filter according to categories, dates etc.b. Tender Notice The administrator can upload a tender notice and send alerts and notifications to pre-registered suppliers.c. Document Upload The administrator can upload all document types including forms that are to be filled by the suppliers during submission.d. Submission Criteria The administrator can select different submission criteria i.e. One Stage Submission of combined technical and financial or two stage of separate Technical and Financial.e. Clarifications The administrator can view all clarifications from different suppliers with ability to identify bidders and option of responding for all bidders to see responses.f. Mandatory Requirements The system allows the administrator to set the Mandatory requirements as per tender requirements for each respective tender.g. Technical Requirements The system allows the administrator to set the technical requirements as per tender requirements for each respective tender.h. Financial Requirements The system allows the administrator to set the financial requirements as per tender requirements for each respective tender.i. Submission Lock The system allows for all submissions to be closed upon deadline closure where no other bids can be submitted.j. Submission View All documents submitted are viewable by other participants or administrator until		

		<p>respective opening dates for Technical and Financial proposal depending on submission criteria.</p> <p>k. Addendums The system allows administrator to publish all addendums for bidders to view.</p> <p>l. Evaluations The system enables the evaluation committee to score each category directly onto the system based on evaluation criteria.</p> <p>m. Reports The system provides reports such as bid opening report, evaluations report, etc.</p> <p>n. Online Meeting The system also has option for audio visual platform that sends an invitation link to bidders for Pre-Bid Meeting, Proof of Concept, Clarifications, Contract Negotiations meetings.</p>		
MONITORING AND EVALUATION			M	
74.	M&E Requirements	<p>The system must have a robust monitoring and evaluation module that meets the specific requirements of the water utility. The module should enable efficient data collection, analysis, and reporting, allowing the utility to monitor key performance indicators, track progress, and enhance overall operational effectiveness. The specific requirements are as follows:</p> <p>a. The module must have a user-friendly interface that allows for easy data entry, management, and retrieval.</p> <p>b. Provide robust reporting and visualization capabilities, allowing for real-time and customizable reporting of key performance indicators.</p> <p>c. The module must be scalable and flexible enough to accommodate future expansion and changes in monitoring and evaluation needs.</p> <p>d. The system must offer a seamless integration of the module with existing systems and workflows.</p> <p>e. The module must capture activities and report on outputs at Organizational, Departmental and Divisional levels as well as Project levels across the Departments.</p> <p>f. The module must contain a planning module for capturing of annual targets for each indicator.</p> <p>g. The module must have a reporting module for tracking monthly, quarterly, or annual implementation progress for each indicator.</p> <p>h. The module must track both quantitative and qualitative data.</p> <p>i. Data Collection and Integration: The module should be capable of collecting data from different sources within the ERP system, such as financial data, sales data, production data, etc. It should integrate this data into a centralized database for further analysis.</p> <p>j. Key Performance Indicators (KPIs) Definition: The module should allow the organization to define and set</p>		

		<p>specific KPIs that align with its strategic goals and objectives. These KPIs could include financial metrics, operational metrics, customer satisfaction metrics, etc.</p> <ul style="list-style-type: none"> k. Ability to integrate with M&E logical framework for specific projects under implementation. l. Real-Time Monitoring: The module should provide real-time monitoring capabilities, enabling users to track and visualize the performance of different processes and departments within the organization. m. Reporting and Analysis: The module should offer robust reporting functionalities, allowing users to generate standard and ad-hoc reports based on the collected data. It should support various report formats i.e., excel, pdf, doc and allow customization of reports based on specific requirements. n. The system should display data in the form of graphs, charts, and dashboards for easy interpretation. o. Alerts and Notifications: The module should be capable of sending automated alerts and notifications to relevant stakeholders when certain performance thresholds or benchmarks are breached. This ensures timely awareness of critical issues and facilitates proactive decision-making. p. Evaluation and Comparison: The module should enable the organization to evaluate its performance against predefined targets, benchmarks, or industry standards. It should facilitate performance comparisons across different time periods, departments, or branches of the organization. q. Data Visualization: The module should provide interactive data visualization capabilities, allowing users to explore and analyze data through charts, graphs, and other visual representations. This helps in identifying trends, patterns, and anomalies more easily. r. Scalability: It should also be scalable to handle increasing volumes of data as the organization grows. 		
NON-REVENUE WATER MANAGEMENT			M	
75.	NRW Calculation	<ul style="list-style-type: none"> a. The system should automatically calculate NRW (in volume and percentage) using the parameters below as entries in the formula <ul style="list-style-type: none"> i. Water Production and billing volumes ii. Billed water volumes which must be input per customer category e.g., residential, commercial, 		

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		<p>institutional, Govt., Kiosks, Staff, LWB office, etc.</p> <p>OR based on customer type e.g., prepaid or postpaid</p> <p>OR as a total sum.</p> <p>iii. Water production figures which must be input based on pressure zone, treatment plant, source etc.</p> <p>iv. Meter reading cycle which should be input for calculation of the Billing cycle.</p> <p>v. Number of customers in a Billing Cycle, length of pipe network in kilometers, service area in square kilometers. These will be factors in calculating the NRW.</p>		
76.	NRW Data entry Portal	<p>a. The system should have a portal through which the variables above will be entered. The system should also have the capability of uploading the variables through an excel file.</p> <p>b. The system should allow for seamless and automatic Non-Revenue Water (NRW) calculations and provide related analyses (Graphical or otherwise)</p>		
77.	NRW Calculation times	NRW should be calculated per hour, per day, per week, month, annual or any such intervals required by the user.		
78.	NRW Expressions	<p>a. Other NRW expressions of NRW calculations should also be possible, for example;</p> <p>i. NRW volume per kilometer of pipe network</p> <p>ii. NRW volume per connection or customer etc.</p> <p>iii. NRW calculations at a District Metered Area (DMA) level and provide analyses such as DMA with the highest NRW, abnormal patterns for system input volume, billed volumes, number of customers etc.</p> <p>b. Using the above data and calculations, the system must highlight abnormal patterns and must produce different analyses such as</p>		

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		<ul style="list-style-type: none"> i. NRW trend analysis ii. Billing Volume Trend Analyses iii. Production trend analysis 		
79.	Reports	The portal should provide a dashboard for summarized reports in graphical, tabular or other forms.		
BUSINESS INTELLIGENCE			M	
80.	BI Requirements	<p>The system must have a Business Intelligent module used to display data visualizations in a way that is immediately understood, by summarizing information from different parts of the organization to ensure that appropriate decision will be reached. The following are further requirements for this module:</p> <ul style="list-style-type: none"> a. It must contain the following three types of dashboards namely: Operational, Analytical and Strategic. b. The Operational and Analytical dashboards must make use of real time data to understand performance and past trends for decision making. c. The Strategic dashboard must track performance in relation to the Board's key performance indicators, to better align actions with the Board's Strategic Plan d. Must have the ability to predict future trends by using various market tools. e. Must have the ability to collate data from different sources within the organization and present it in a format suitable for decision making. f. Must be able to use both internal and external data in one report whilst avoiding discrepancies between departments. g. Among other data sources, the system should be able to gather data from the following sources: <ul style="list-style-type: none"> i. Systems: Prepaid Billing system, Postpaid Billing System, SCADA system, Financial Accounting system, Tompro Project Accounting system, Meter Reading System. ii. Various Microsoft Excel and Microsoft word generated reports h. The System should be able to perform Non- Revenue Water calculations from data from various data sources within the organization. i. The system should be able to track Non- Revenue Water indicators at different levels (i.e. Zone, Area etc.) 		
INTER-DIVISIONAL SERVICE SUPPORT			M	
81.	Service request	a. Ability to retain a service log of requests, detailing the requested service, division, staff attending to request, time of request, time of action, status and time closed.		

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		b. Ability to trigger alerts for service request that are unattended.		
	Service Reports	a. Capable of generating various usage matrices and reports. b. Capable of exporting reports to various file formats such as csv, excel, pdf and word.		
WARRANTY AND MAINTENANCE REQUIREMENTS			M	
82.		The Consultant shall provide the following: i. A one-year warranty period and three-year maintenance support agreement for the ERP system. i. A policy with respect to superseded and discontinued software, error correction, revisions, and upgrades. i. Describe the escalation of support issues and outline an approach for providing LWB assurance that important support requests are addressed in a timely manner. As part of this, the Consultant shall provide their support service level agreement for different levels of issue criticality (e.g., system down, key transactions not processing, data not displaying properly, etc.) 7. The successful consultant should be able to provide an ERP renewal facility for any software upgrade. A well re-engineered ERP business management solution that is web based, supports workflows with enhanced Graphical User Interface for simplicity and ease of use. An integrated adaptable and scalable ERP solution that fully supports enterprise-wide Processes and functionality.		
83.	The prospective Supplier must have successfully implemented an ERP system			
	The Consultant should have been in existence for the past 10 years with experience in Implementing ERP systems in the last 5 years.			
PERSONNEL			M	
84.	The supplier shall provide the CVs for the following key experts: i. The Consultant MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract: a. Project Team Leader: Academic Qualification ; master’s degree in computer science or related field, Professional qualification : PMP Certification, Other certification in a relevant field e.g., SAP HANA/S4, SAP MM/PP, CISA, SQL etc., Experience : 7 years’ experience or more in development, implementation & support of ERP systems. Number of Personnel: 1 b. System Analyst: Academic Qualification : Bachelor’s Degree in Computer Science or related field. Professional qualification : certification in a relevant field e.g. SAP HANA/S4, SAP MM/PP, SQL, DMS, CRM, BI, Programming, SharePoint, Web Portals etc.			

	<p>Experience: 5 years' experience or more in development, implementation & support of ERP systems. Number of Personnel: 1</p> <p>c. Database Experts: Academic Qualification: Bachelor's Degree in Computer Science or related field. Professional qualification: Certification in a relevant field e.g., SAP HANA/S4, SAP MM/PP, SQL, DMS, CRM, BI, Programming, SharePoint, Web Portals etc., Experience: 5 years' experience or more in development, implementation & support of ERP systems. Number of Personnel: 2</p> <p>d. Programming Expert: Academic Qualification: Bachelor's Degree in Computer Science or related field. Professional qualification: certification in a relevant field e.g. SAP HANA/S4, SAP MM/PP, SQL, DMS, CRM, BI, Programming, SharePoint, Web Portals etc., Experience: 7 years' experience or more in development, implementation & support of ERP systems. Number of Personnel: 2</p> <p>e. Systems Administration / Security Expert: Academic Qualification: Bachelor's Degree in Computer Science or related field, Professional qualification: Certification in Cyber Security and any of the following SAP HANA/S4, SAP MM/PP, SQL, DMS, CRM, BI, Programming, SharePoint, Web Portals etc., Experience: 5 years' experience or more in development, implementation & support of ERP systems.</p>		
85.	The technical evaluation process will include an ERP system live demonstration hence bidders are expected to be invited to Lilongwe Water Board to make the stated demonstration.		

NB: [describe, at the appropriate level of detail for the Information System being supplied and installed: each specific business processes and procedures that will be automated by the Information System.]

These business process descriptions may be textual as well as presented in a formal system analysis format (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

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Section 7. General Conditions of Contract

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Section 7 General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
 - (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “Eligible Countries” means the countries and territories eligible as listed in Section 3 of the Bidding Document.
 - (h) “GCC” means the General Conditions of Contract.
 - (i) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
 - (j) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (k) “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.
 - (l) “SCC” means the Special Conditions of Contract.
 - (m) “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.
 - (n) “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 Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
 - (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

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3. Fraud and Corruption

3.1 The Government requires that Procuring Entities, as well as Bidders and Suppliers under public financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

4. Interpretation

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

4.2 Incoterms

- (a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, 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 SCC.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by

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either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in English unless otherwise specified in the SCC. 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.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring 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 Entity.

7. Eligibility

- 7.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and regulations of the Government of Malawi.
- 7.2 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.

8. Notices

- 8.1 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 with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

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

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Part 3: Section 7 General Conditions of Contract for the Procurement of Goods**10. Settlement of Disputes**

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

11. Scope of Supply

- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Statement of Requirements.
- 11.2 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.

12. Delivery

- 12.1 Subject to GCC Sub-Clause 33.1, 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.

13. Supplier's Responsibilities

- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Procuring Entity's Responsibilities

- 14.1 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 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
- 14.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 15.2 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, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related

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Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

- 16.3 Payments shall be made promptly by the Procuring Entity, no later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it.
- 16.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in SCC.

17. Taxes and Duties

- 17.1 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.
- 17.2 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 Entity.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Malawi, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges (called “tax” in this subclause) 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.

18. Performance Security

- 18.1 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.
- 18.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
- 18.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity, and shall be in one of the forms stipulated by the Procuring Entity in the SCC, or in another form acceptable to the Procuring Entity.
- 18.4 The performance security shall be discharged by the Procuring 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.

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19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring 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

20. Confidential Information

- 20.1 The Procuring 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. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring 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 GCC Clause 20.
- 20.2 The Procuring 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 Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with any other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) 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
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 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.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings

**Design, Supply, Delivery, Installation, and Commissioning of an on-Premise Enterprise Resource Planning (ERP)
Solution for Lilongwe Water Board**

Part 3: Section 7 General Conditions of Contract for the Procurement of Goods

- (a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
 - (b) 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 Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - (c) 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.
- 22.2 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 Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 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.
- 23.2 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 Entity.

24. Insurance

- 24.1 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.

25. Transportation

- 25.1 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.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.
- 26.2 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 26.3, 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 Entity.

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- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 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 Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/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 the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/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.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/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 Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 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 Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, 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 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 Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 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.

Part 3: Section 7 General Conditions of Contract for the Procurement of Goods

- 28.2 Subject to GCC Sub-Clause 22.1, 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.
- 28.3 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.
- 28.4 The Procuring 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 Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such 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 Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring 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 Entity may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring 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 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:
- (a) the installation of the Goods by the Supplier or the use of the Goods in Malawi; and
 - (b) 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.
- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

Part 3: Section 7 General Conditions of Contract for the Procurement of Goods

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

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or wilful misconduct,
- (a) the Supplier shall not be liable to the Procuring 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 Entity and
 - (b) the aggregate liability of the Supplier to the Procuring 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 Entity with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of 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 and/or the Contract Price, then such Delivery Date and/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. 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 GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Part 3: Section 7 General Conditions of Contract for the Procurement of Goods

- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring 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.

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such 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. 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 Entity’s change order.
- 33.3 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.

34. Extensions of Time

- 34.1 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 GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring 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.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default

Part 3: Section 7 General Conditions of Contract for the Procurement of Goods

- (a) The Procuring 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:
 - (i) 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 Entity pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such 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 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.
- (c) if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

- (a) The Procuring 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 such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

35.3 Termination for Convenience

- (a) The Procuring 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 Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) 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 Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) 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.

36. Assignment

- 36.1 Neither the Procuring 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 8. Special Conditions of Contract

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

GCC clause reference	Special Conditions
GCC 1.1(j)	The Procuring Entity is: Lilongwe Water Board
GCC 1.1 (o)	The Site is: Lilongwe Water Board Likuni Road Madzi House Lilongwe Malawi
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2020
GCC 5.1	The language shall be: English

GCC 8.1	<p>For <u>notices</u>, the Procuring Entity's address shall be:</p> <p>Attention:</p> <p style="text-align: center;">The Chief Executive Officer Lilongwe Water Board Likuni Road Madzi House Lilongwe Malawi</p> <p>Telephone: +265 1 750 366 Fax: +265 1 757 343 Electronic mail address: madzi@lwb.mw</p> <p>For <u>notices</u>, the Supplier's address shall be:</p> <p>Attention:</p> <p>Street Address:</p> <p>Floor/ Room number:</p> <p>City:</p> <p>Post Code:</p> <p>Country: Telephone:</p>
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GCC clause reference	Special Conditions
	Facsimile number: Email address:
GCC 9.1	The governing law shall be: Law of the Republic of Malawi
GCC 10.2	The formal mechanism for the resolution of disputes shall be: Arbitration
GCC 11.1	The scope of supply shall be defined in as specified in the Design, Supply, Delivery, Installation, and Commissioning of an on-Premise Enterprise Resource Planning (ERP) Solution for Lilongwe Water Board

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GCC 15.2	The prices charged for the Goods supplied and the related Services performed shall not be adjustable
GCC 16.1	<p>The terms of payment shall be:</p> <p>Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>On Delivery: Thirty (30) percent of the Contract Price shall be paid on receipt of the Goods.</p> <p>On Acceptance: The remaining sixty (60) percent of the Contract Price shall be paid to the Supplier within sixty (60) days after training staff, testing, commissioning, and acceptance by Client.</p>
GCC 16.4	Payment of foreign currency portion shall be made in currency of the Contract Price while payment for Goods and Services supplied from within the Purchaser's country shall be made in Malawi Kwacha (MWK) .
GCC 18.1	<p>The amount of the Performance Security shall be Ten (10) percentage of the Contract Price.</p> <p>The currency shall be a freely convertible currency acceptable to the Purchaser</p>
GCC 18.3	The types of acceptable Performance Securities is a Bank Guarantee
GCC 18.4	Discharge of Performance Security shall take place not later than thirty (30) days following the successful completion date of the Supplier's performance obligations under the Contract, including any warranty obligations .
GCC 23.2	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 .
GCC 24.1	The insurance coverage shall be as specified in the Article 24.1 of GCC
GCC 25.1	Responsibility for transportation of the Goods shall be: As required by DDP incoterm
GCC 26.2	Inspections and tests will be conducted at: Inspections at Lilongwe Water Board Headquarters .

GCC 27.1	The liquidated damages shall be: 1% per week.
GCC 27.1	The maximum total percentage for liquidated damages shall be: 5 %
GCC 28.3	The period of validity of the Warranty shall be: a one-year warranty period and three-year maintenance support agreement for the ERP system.
GCC 28.5	The repair or replace period will be: 30 days.

Section 9. Contract Forms

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Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
-

Part 3: Section 9**Contract Forms**

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for

Part 3: Section 9**Contract Forms**

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.