Tel. No. 01525156
Fax No. 01524538
Email:

Zomba Central Hospital,
P.O Box 21, Zomba.
MALAWI

REQUEST FOR QUOTATIONS (FOR SERVICES)

PROCUREMENT NUMBER: ZCH/RFQ/SERVICE/COURIER/11/26

To: …….
..……..
…… **Date: 16TH NOVEMBER, 2026.**

The Procuring Entity named above invites you to submit your quotation for carrying out the whole of the services as described herein. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders (available on request) except where modified by this Request for Quotations. **20% of Margin of preference will be given to indigenous black Malawians. And Provide Coloured Identity Photo**

SECTION A: QUOTATION REQUIREMENTS

1) **Description of Services and Location: Courier services at ZCH**
2) Services are to commence by: **2** days from the date of order.
3) Services are to be completed by: **10** days from the date of order.
4) Quotations must be valid for **30** from the date for receipt given below.
5) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above and indicate acceptance of the stated terms and conditions.
6) Quotations must be received, in sealed envelopes no later than: **20th November, 2026 on 10:00 am and deposited in the Tender Box in the Procurement and Disposal Unit, Zomba Central Hospital.**
7) Quotations must be returned to: **The Chairman, Internal Procurement and Disposal Committee, Zomba Central Hospital, P.O. Box 21, ZOMBA**
8) The attached Schedule of Rates and Prices at Section C together with any Terms of Reference or other documentation mentioned in Section C and appended, detail the services to be performed. You are requested to quote by completing Sections B and C. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services including all taxes and duties. The total cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.
9) Quotations that are responsive, qualified and technically compliant will be ranked according to price. Award of contract will be made to the lowest priced quotation by the issue of a Local Purchase Order.

Signed: …… Date: **16th November, 2026**

Name **L.Chikwiri** Title/Position: **Procurement and Disposal Officer. (0888860689)**

For and on behalf of the Purchaser

PROCUREMENT REF NO: **ZCH/RFQ/SERVICE/COURIER/11/26**

Your quotation is to be returned on this Form by completing and returning Sections B and C including any other information/certification required within this RFQ.

SECTION B: QUOTATION SUBMISSION SHEET

1) Currency of Quotation: Malawi Kwacha

2) Service period offered: …… days/weeks/months from date of Purchase Order.

3) The validity period of this Quotation is: …… days from the date for receipt of Quotations.

4) Warranty period (where applicable):…….. months.

5) We attach the following documents:

i. Section C of the Request for Quotations completed and signed;

ii. A copy of our Trading Licence,

iii. A copy of Company registration certificate

iv. A copy of our Annual Tax Clearance Certificate (for the last Financial Year),

v. A list of recent three similar Government contracts performed for the past three years.

vi. Attach Coloured Identity Photo

vii. A copy of PPDA Certificate

viii. A copy of VAT Certificate if applicable

6) We confirm that our quotation is based on the terms and conditions stated in your Request for Quotations referenced above, and that any resulting contract will be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders.

7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

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

Company: _____

Address: …….

…….....

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

PROCUREMENT REF NO.: ZCH/RFQ/SERVICE/COURIER/11/26

SECTION C: SCHEDULE OF RATES AND PRICES (TO BE PRICED BY BIDDER)

Description of Goods	Unit of Measure	Bidders specification compliance offered (Comply with specification in the column below for item quoted)	Qty	Delivered Unit Price Kwacha	Delivered Total Price Kwacha
Procurement of Courier Services **See attached specifications and requirements page below:**	Each		1		
Sub Total					
17.5% VAT					
Grand Total					
PPDA Levy					

ZOMBA CENTRAL HOSPITAL

SPECIFICATIONS AND REQUIREMENTS FOR THE PROVISION OF COURIER SERVICES WITHIN MALAWI

1. Description of the Services

No.	Description	Minimum Requirements
1	Service required	Collection, transportation and delivery of official documents, parcels and other authorized items.
2	Geographical coverage	Delivery services within Malawi, including Lilongwe, Blantyre, Zomba, Mzuzu and other districts as required by the Hospital.
3	Collection point	Zomba Central Hospital or another designated collection point within Malawi.
4	Delivery point	Government offices, hospitals, institutions, private organizations and other designated addresses within Malawi.

No.	Description	Minimum Requirements
5	Types of items	Official letters, reports, administrative documents, files, parcels and other authorized items.
6	Collection arrangements	Collection upon request by an authorized Hospital officer.
7	Standard delivery period	Within 24–72 hours, depending on destination and the agreed service level.
8	Urgent deliveries	The supplier shall provide an express delivery option with a specified delivery timeframe.
9	Proof of delivery	Signed delivery note, waybill or electronic confirmation showing the recipient's name, date and time of delivery.
10	Tracking	The supplier shall provide a tracking or consignment reference number for each item dispatched.
11	Security	All items shall be handled securely to prevent loss, theft, damage, tampering or unauthorized access.
12	Confidentiality	Official documents and records shall be kept confidential and delivered only to authorized recipients.
13	Customer support	The supplier shall provide contact details for enquiries, complaints and tracking of consignments.
14	Reporting	The supplier shall provide delivery records and reports when requested by the Hospital.
15	Insurance and liability	The supplier shall state applicable insurance coverage and accept contractual responsibility for loss or damage in accordance with the contract.

2. Technical and Operational Requirements

Bidders should demonstrate their ability to provide the services by meeting the following requirements:

1. **Business registration:** The bidder must be a legally registered business entity authorized to provide courier services in Malawi.
2. **Operating licence:** The bidder must possess the applicable licence or authorization required to provide courier services under Malawi law.
3. **Geographical coverage:** The bidder must demonstrate the capacity to deliver to the destinations specified in the RFQ. Where delivery is provided through agents or subcontractors, the arrangements must be disclosed and comply with the contract.
4. **Delivery arrangements:** The bidder must explain its collection, dispatch, transportation and delivery procedures.
5. **Security measures:** The bidder must demonstrate how it safeguards documents and parcels during transportation.
6. **Tracking and accountability:** Every consignment must have a unique reference number and a verifiable delivery record.
7. **Personnel:** The bidder must have reliable personnel capable of handling official documents professionally and confidentially.
8. **Customer service:** The bidder must provide a designated contact person for communication with the Hospital.

9. **Incident management:** The bidder must have procedures for reporting and resolving lost, damaged, delayed or misdirected consignments.
10. **Experience:** The bidder should provide evidence of relevant experience in providing courier services, preferably to government institutions, hospitals or other organizations.

Note: The RFQ should state which documents are mandatory for eligibility and which are used for technical assessment. Requirements should be proportionate to the value and complexity of the contract.

3. Price Schedule for the Standard RFQ

To ensure fair comparison of quotations, the Hospital should require bidders to complete a standardized price schedule.

The following is a proposed format:

No.	Destination	Unit of Measure	Estimated Quantity	Unit Rate (MWK)	Total Amount (MWK)
1	Zomba to Blantyre	Per consignment	To be specified		
2	Zomba to Lilongwe	Per consignment	To be specified		
3	Zomba to Mzuzu	Per consignment	To be specified		
4	Zomba to Mangochi	Per consignment	To be specified		
5	Zomba to other districts	Per consignment	To be specified		
6	Blantyre to Zomba	Per consignment	To be specified		
7	Lilongwe to Zomba	Per consignment	To be specified		
8	Other routes within Malawi	Per consignment	To be specified		

Bidders should also specify:

- The maximum parcel weight covered by each quoted rate.
- Additional charges for heavier parcels.
- Whether the rate includes collection, packaging, transportation and final delivery.
- Whether fuel, handling and other operational charges are included.
- Any additional charges for express delivery.
- Applicable taxes, including VAT where chargeable.
- The validity period of the quotation.

4. Service Delivery Standards

The successful bidder should be required to comply with the following standards:

No.	Performance Indicator	Requirement
1	Collection	Collection within the agreed period after an authorized request.
2	Delivery	Delivery within the agreed timeframe for the destination and service selected.
3	Proof of delivery	Proof provided within an agreed period after delivery.
4	Lost consignments	Immediate notification and investigation.
5	Damaged consignments	Immediate reporting and resolution in accordance with the contract.
6	Delayed consignments	Prompt notification, reasons for delay and expected delivery time.
7	Confidentiality	No unauthorized disclosure, opening or copying of official documents.
8	Customer complaints	Acknowledgement and resolution within agreed timelines.

Delivery targets should reflect the actual routes and services available. For example, a delivery from Zomba to Blantyre may have a shorter target than a delivery to a remote district.

ZOMBA CENTRAL HOSPITAL

TERMS AND CONDITIONS FOR THE PROVISION OF COURIER SERVICES

1. Scope of Services

The successful bidder shall provide reliable, secure, and timely courier services for the collection, transportation, and delivery of official documents, parcels, and other authorized items including delivery to designated offices or institutions within the respective districts where required.

2. Collection and Delivery

1. The service provider shall collect items from the designated collection point as instructed by Zomba Central Hospital.
2. Deliveries shall be made to the specified recipient and address.
3. The service provider shall maintain an accurate record of all items collected and delivered.
4. The recipient shall acknowledge receipt by signing the delivery note, waybill, or electronic proof of delivery.
5. Any change to the collection or delivery arrangements shall be communicated to the designated hospital officer.

3. Delivery Timeframes

1. The service provider shall deliver items within the agreed delivery timeframe.
2. Standard deliveries shall ordinarily be completed within one working day of collection, subject to the agreed service schedule and route.
3. Urgent deliveries shall be handled according to the timeframe agreed with the Hospital.
4. The service provider shall promptly notify the Hospital of any anticipated delays and provide reasons for the delay and the expected delivery time.
5. Delays caused by circumstances beyond the service provider's reasonable control shall be communicated immediately for appropriate guidance.

4. Security and Confidentiality

1. The service provider shall ensure the security, confidentiality, and integrity of all items entrusted to it.
2. Official correspondence and confidential documents shall not be opened, copied, disclosed, or accessed by unauthorized persons.
3. Items shall only be delivered to the intended recipient or an authorized representative.
4. The service provider shall take reasonable precautions to prevent loss, theft, damage, tampering, or unauthorized access during transportation.
5. Any loss, damage, suspected tampering, or unauthorized disclosure shall be reported immediately to the Hospital.

5. Handling of Documents and Parcels

1. All items shall be handled carefully and transported in a manner appropriate to their nature.
2. The service provider shall ensure that parcels and documents are properly secured during transit.
3. Items requiring special handling shall be transported in accordance with the instructions issued by the Hospital.
4. The service provider shall not subcontract the assignment without prior written approval from the Hospital.

6. Charges and Payment Terms

1. The service provider shall charge rates agreed upon in the contract or purchase order.
2. The agreed rates shall clearly indicate whether charges apply per parcel, per delivery, per kilogram, per trip, or by another agreed unit.
3. The rates shall specify whether collection, delivery, fuel, handling, and other applicable charges are included.
4. No additional charges shall be incurred without prior written approval from the Hospital.
5. Payment shall be made in accordance with the applicable Government of Malawi financial procedures and the agreed contractual terms.
6. Invoices shall be supported by the relevant delivery notes, waybills, or proof of delivery.
7. The Hospital reserves the right to verify invoices against the services actually provided before authorizing payment.

7. Liability for Loss or Damage

1. The service provider shall exercise due care in handling all items entrusted to it.
2. The service provider shall be liable for loss or damage arising from its negligence, misconduct, failure to exercise reasonable care, or breach of contract, subject to applicable law and the agreed contractual liability provisions.
3. Any claim for loss or damage shall be investigated promptly, and appropriate corrective or remedial action shall be taken.
4. The service provider shall maintain appropriate insurance coverage for its operations and, where applicable, the items entrusted to it.

8. Compliance with Applicable Laws

The service provider shall comply with all applicable laws, regulations, road safety requirements, licensing requirements, and other relevant Government of Malawi requirements governing the provision of courier and transportation services.

9. Service Provider's Responsibilities

The service provider shall:

1. Maintain adequate transport arrangements and personnel to provide the services.
2. Ensure that its personnel are trustworthy, professional, and appropriately trained.
3. Maintain accurate collection, dispatch, and delivery records.
4. Provide a designated contact person for communication with the Hospital.
5. Notify the Hospital promptly of any incident affecting the delivery of items.
6. Ensure that all services are provided professionally and without discrimination.
7. Maintain the confidentiality of all information obtained while providing the services.

10. Hospital's Responsibilities

Zomba Central Hospital shall:

1. Provide accurate collection and delivery details.
2. Properly package and identify items requiring transportation.
3. Provide the necessary authorization for the collection and dispatch of items.
4. Designate officers responsible for coordinating and confirming deliveries.
5. Make payments for verified services rendered in accordance with the contract.

11. Prohibited Items

The service provider shall not accept prohibited, illegal, hazardous, or restricted items unless their transportation is lawful and the service provider is appropriately authorized and equipped to handle them.

Biological specimens, medicines, medical records, and other sensitive healthcare materials shall only be transported where specifically authorized and where the applicable packaging, safety, confidentiality, and handling requirements can be met.

12. Performance Monitoring

The Hospital shall monitor the service provider's performance based on:

- Timeliness of collection and delivery.
- Accuracy of delivery records.
- Security and confidentiality of items.
- Responsiveness to urgent requests and complaints.
- Reliability and professionalism of the service.
- Compliance with the agreed contractual terms.

Repeated failure to meet the agreed service standards may result in corrective action or other contractual remedies.

13. Complaints and Dispute Resolution

Any complaint arising from the provision of the services shall initially be referred to the designated representatives of both parties for resolution.

Where the matter cannot be resolved amicably, it shall be handled in accordance with the dispute resolution provisions of the contract and the applicable laws of Malawi.

14. Contract Duration and Termination

1. The contract shall commence on the date specified in the contract or purchase order.
2. The contract shall remain valid for the agreed period, subject to satisfactory performance and compliance with the terms and conditions.
3. Either party may terminate the contract in accordance with the agreed termination provisions.
4. The Hospital may initiate termination procedures in cases of material breach, fraud, persistent poor performance, or other grounds permitted by the contract and applicable law.
5. Termination shall not extinguish any outstanding obligations or liabilities incurred before the effective termination date.

15. Force Majeure

Neither party shall be held responsible for failure to perform its obligations to the extent that such failure results from circumstances beyond its reasonable control, provided that the affected party promptly notifies the other party and takes reasonable steps to minimize the effects.

16. Acceptance of Terms and Conditions

By accepting the contract or purchase order, the service provider shall be deemed to have accepted these terms and conditions and shall undertake to provide the services in accordance with the agreed requirements.

For Zomba Central Hospital

Name: _____

Designation: _____

Signature: _____

Date: _____

For the Service Provider

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

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

OR

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

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

OR

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

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"
- directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
- has a significant stake in a company and on whose behalf activity of a company is conducted; or

- exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

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

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

Signature of the person named above: _____

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

SECTION E: EVALUATION OF QUOTATIONS:

1. Quotations will be evaluated to determine their compliance to technical specifications.
2. Quotations that are responsive, qualified and technically compliant will be ranked according to price. Compliant quotations shall meet the following conditions listed in the technical compliance sheet:
3. Award of contract will be made to the lowest evaluated quotation [*by item or by total*] through the issue of a Local Purchase Order.

Signed: …… Name……
Title/Position: ……

For and on behalf of the Procuring and Disposal Entity.

AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

_____

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

Company: _____

Date Stamp and to be signed by one with power of attorney

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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1. DEFINITIONS

"Contract" means a legally binding agreement between two or more parties formed by the mutual consent of the parties;

"Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

"Goods" means objects of every kind and description, including raw materials, products and equipment, and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services does not exceed the value of the goods themselves;

"Incidental Services" means those services ancillary to the supply of the Goods or performance of works and may include transportation, insurance, installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract;

"Services" means professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services;

"Works" means works associated with the construction, re-construction, demolition, repair or renovation of a building, road, structure ·or works, such as site preparation, excavation, erection, building, installation of equipment or materials, decoration and finishing, as well as services incidental to construction such as drilling, mapping, satellite photography, seismic investigations, and related services provided pursuant to a procurement contract, if the value of those services does not exceed that of the works themselves;

"Procuring and Disposal Entity" means a Government ministry, department, agency, any other public body or any subdivision thereof engaging in procurement or disposal of public assets; and

"Supplier" means a natural, or legal person, who has entered into a procurement contract with a Procuring and Disposing Entity.

2. COUNTRY OF ORIGIN

2.1 All Goods, and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.2 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.

2.3 The origin of Goods, Works and Services is distinct from the nationality of the Supplier.

3. STANDARDS

3.1 The Goods, Works and Services supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

4. **PATENT RIGHTS**

4.1 The Supplier shall indemnify the Procuring and Disposing Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the Republic of Malawi.

5. **INSPECTIONS AND TESTS**

5.1 The Procuring and Disposing Entity or its representative shall have the right to inspect and/or to test the Goods, Works or Services to confirm their conformity to the Contract at no extra cost to the Procuring and Disposing Entity. The Contract shall specify any inspections and tests the Procuring and Disposing Entity requires and where they are to be conducted. The Procuring and Disposing Entity shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

5.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.

5.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Procuring and Disposing Entity may reject the Goods, Works or Services and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Procuring and Disposing Entity.

5.4 The Procuring and Disposing Entity's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Procuring and Disposing Entity or its representative prior to shipment, installation or other performance in the Republic of Malawi.

5.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. **PACKING**

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

6.2 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 specified in the contract documents and through any subsequent instructions issued by the Procuring and Disposing Entity.

7. **DELIVERY AND DOCUMENTS**

7.1 The Supplier, in accordance with the terms specified in the Schedule of Requirements, shall make delivery of Goods. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Contract.

7.2 For purposes of the Contract, all trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

7.3 Documents to be submitted by the Supplier are specified in the Contract and shall include certificates issued by the Procuring and Disposing Entity confirming acceptance of the Goods, Works or Services delivered or provided by the Supplier

8. **INSURANCE**

8.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the contract document.

8.2 Where delivery of Goods is required by the Procuring and Disposing Entity on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Procuring and Disposing Entity as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse" All Risks basis including War Risks and Strikes.

8.3 For Works contracts, the Supplier shall provide insurance cover, from the Start Date to the end of the Defects Liability Period, for the following events—

(a) loss of or damage to the Works, Plant, and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
(d) personal injury or death.

8.4 For Services contracts the Supplier shall provide—

(a) public liability insurance;
(b) third party insurance;
(c) professional liability insurance, where appropriate; and
(d) employer's liability and workers' compensation insurance in respect of the personnel of the Supplier and of any sub-consultant.

9. **TRANSPORTATION**

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected. No restriction shall be placed on the choice of carrier.

9.2 Where the Supplier is required under the Contract to transport Goods to a specified destination within the Republic of Malawi, defined as the delivery site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

10. **PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES**

The Supplier shall not employ children. This is because it is economically exploitative, hazardous and interferes with the child's education; and is harmful to the child's health or physical, mental, spiritual, moral, or social development.

11. **PROTECTION OF THE ENVIRONMENT**

11.1 The Supplier shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

11.2 The Supplier shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

12. **INCIDENTAL SERVICES**

A Supplier may be required to provide any additional services as specified within the Contract.

13. **SPARE PARTS**

If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including such spare parts as the Procuring and Disposing Entity may decide to purchase from the Supplier, provided that this decision shall not relieve the Supplier of any warranty obligations under the Contract.

14. **WARRANTY**

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Malawi.

14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

14.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Procuring and Disposing Entity, unless specified otherwise in the Contract.

14.4 The Procuring and Disposing Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Procuring and Disposing Entity.

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

15. **PAYMENT**

15.1 The Supplier's request(s) for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to clause 7, and upon fulfilment of other obligations stipulated in the Contract.

15.2 The Procuring and Disposing Entity shall make payments within forty-five (45) days from the date of submission of an invoice or claim by the Supplier.

15.3 The currency of payments shall be Malawi Kwacha unless otherwise stated in the contract.

16. **PRICES**

Prices charged by the Supplier for goods delivered and works or services performed under the Contract shall not vary from the prices quoted by the Supplier.

17. **CONTRACT AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. **ASSIGNMENT**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Procuring and Disposing Entity.

19. **DELAYS IN THE SUPPLIER'S PERFORMANCE**

19.1 Delivery of goods and/or performance of works or services shall be completed by the Supplier in accordance with the time schedule prescribed in the contract.

19.2 If at any time during performance of the Contract, the Supplier or its subcontractor encounters conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

19.3 Except as provided under clause 22, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated

damages pursuant to clause 20, unless an extension of time is agreed upon pursuant to clause 17.

20. **LIQUIDATED DAMAGES**

20.1 If the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Procuring and Disposing Entity may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance.

20.2 Once the maximum is reached, the Procuring and Disposing Entity may consider termination of the Contract pursuant to clause 21.

21. **TERMINATION FOR DEFAULT**

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

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to clause 17;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; and

(c) if the Supplier, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

21.2 In the event the Procuring and Disposing Entity terminates the Contract in whole or in part, pursuant to clause 19.1, the Procuring and Disposing Entity may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Procuring and Disposing Entity for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

21.3 For the purpose of this Clause—

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

"Collusive practice" means a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, non-competitive levels;

"Corrupt practice" has the meaning ascribed to the term by the Corrupt Practices Act (Cap 7:04 of the Laws of Malawi);

"Fraudulent practice" means a misrepresentation or omission of facts in order

to influence a procurement process or the execution of a contract; and

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

FORCE MAJEURE

22.1 Notwithstanding the provisions of clauses 17, 18, and 19, the Supplier shall not be liable for 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 a result of an event of Force Majeure.

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

22.3 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22. **TERMINATION FOR CONVENIENCE**

23.1 The Procuring and Disposing Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

23.2 The Procuring and Disposing Entity shall accept goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods, the Procuring and Disposing Entity may decide—

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

23.3 For Works contracts, the Procuring and Disposing Entity shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

23.4 For Services contracts, the Procuring and Disposing Entity shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

23. **SETTLEMENT OF DISPUTES**

24.1 If any dispute or difference of any kind whatsoever arises between the Procuring and Disposing Entity and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party shall give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

24.3 Arbitration shall be conducted in accordance with the rules of procedure contained in the Arbitration Act (Cap 6:03 of the Laws of Malawi).

24.4Notwithstanding any reference to arbitration herein—

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procuring and Disposing Entity shall pay the Supplier any monies due.

24. **LIMITATION OF LIABILITY**

25.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 4: yd zswzxCXN3JK—

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

(b) the aggregate liability of the Supplier to the Procuring and Disposing Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

25. **GOVERNING LANGUAGE**

The Governing Language **shall be English**.

26. **APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Republic of Malawi.

27. **NOTICES**

28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, or email and confirmed in writing to the other party's address specified in the Contract.

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

28. **TAXES AND DUTIES**

A Supplier shall be entirely responsible for all taxes, duties, license fees, and such levies incurred until delivery of the contracted goods to the Procuring and Disposing Entity or performance of the works or services.

Authorised By:

Signature: _____ Name: _____
Position: _____ Date: _____
Authorised for and on behalf of: *(DD/MM/YY)*

Company: _____