



BIDDING DOCUMENT

FOR THE

**PROVISION OF MANAGEMENT SERVICES AT THE RESERVE BANK
OF MALAWI SPORTS COMPLEX**

BY

NATIONAL COMPETITIVE BIDDING

Subject of Procurement	Provision of Management Services at the Reserve Bank of Malawi Sports Complex in Area 47, Lilongwe
Procurement Reference Number	RBM/HR/04/2026
Procurement Process	OPEN TENDER
Date of Issue of Bidding Document	24 March 2026.
Mandatory Pre-Bid Meeting	1 April 2026 at RBM Clubhouse- Lilongwe

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SECTION 1: INSTRUCTIONS TO BIDDERS

A. GENERAL

1. SCOPE OF BID

1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites Bids by the issue of this Bidding Document for the provision of Non-Consultancy Services as specified in Section 7, Statement of Requirements. 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 In this Bidding document—

(a) “day” means calendar day;

(b) “in writing” means communicated in written form with proof of receipt; and

(c) if the context so requires, singular means plural and vice versa.

2. SOURCE OF FUNDS

2.1 The Procuring and Disposing Entity has an approved budget from public funds toward the cost of the procurement described in the BDS. The Procuring and Disposing 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 and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. CORRUPTION AND FRAUD

3.1 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-Corruption legal framework.

3.2 In line with the existing anti-corruption law, regulations and policy, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the Bidding documents as part of the

qualification criteria.

4. ELIGIBLE BIDDERS

- 4.1 A Bidder may be a natural person, private entity, government-owned entity 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, all parties shall be jointly and severally liable. Bidders intending to enter joint venture arrangement should submit a letter of intent together with their Bid.
- 4.2 A Bidder wishing to be considered for preferences and other reservation schemes as micro, small and medium-sized enterprise shall comply with the participation of the Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order) issued by the Authority.
- 4.3 Any Bidder 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 Bidder—
- (a) that has been debarred from participating in public procurement in accordance with Section 79 of the Act, at the date of the deadline for Bid submission or thereafter, shall be ineligible; and
 - (b) shall be declared ineligible for award of contract if it comes to the knowledge of the Director General that the Bidder or supplier in question is debarred by cooperating development partner subject to agreement entered into between the Authority and such partners.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and are not a dependent agency, directly or indirectly, of the Procuring and Disposing Entity or the Government of Malawi.
- 4.6 A Bidder shall provide evidence of their eligibility satisfactory to the Procuring and Disposing Entity, to verify that the Bidder—
- (a) has the legal capacity to enter into an Agreement and is registered with appropriate professional regulatory institution as required by existing legislation;

(b) 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

(c) has fulfilled their tax obligations in accordance with the relevant tax laws.

4.7 To demonstrate compliance with the criteria in sub-clause 4.6, a Bidder shall submit with its Bid—

(a) a certified copy of Business registration certificate;

(b) Professional registration certificate where applicable based on the business the Bidder does;

(c) a declaration that the Bidder it is not debarred;

(d) a copy of its annual tax clearance certificate issued by the Malawi Revenue Authority; and

(e) such other documentary evidence as may be specified in the BDS.

5. ELIGIBLE SERVICES AND RELATED GOODS

5.1 All services and related goods to be provided 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 “services” includes services such as insurance, installation, training, and initial maintenance and “related goods” includes commodities, raw materials, machinery, equipment, and industrial plants.

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 provides services shall not determine their origin.

B. CONTENTS OF BIDDING DOCUMENT

6. CONTENTS 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 clause 8.

PART 1 BIDDING PROCEDURES

- (a)* Section 1 Instructions to Bidders (ITB);
- (b)* Section 2 Bid Data Sheet (BDS);
- (c)* Section 3 Evaluation and Qualification Criteria (EQC);
- (d)* Section 4 Bidding Forms;
- (e)* Section 5 Eligible Countries; and
- (f)* Section 6 Corruption and Fraud.

PART 2 STATEMENT OF REQUIREMENTS

- Section 7 Statement of Requirements

PART 3 CONTRACT

- (a)* Section 8 General Conditions of Contract (GCC);
- (b)* Section 9 Special Conditions of Contract (SCC); and
- (c)* Section 10 Contract Forms.

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

6.3 The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring and Disposing Entity. Bidding Documents not obtained from the Procuring and Disposing Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing 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.

6.5 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 and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS.

7.2 The Procuring and Disposing 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 indicated in the BDS.

- 7.3 The Procuring and Disposing 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.
- 7.4 Should the Procuring and Disposing Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause 8 and sub-clause 24.2.

8. AMENDMENT TO BIDDING DOCUMENTS

- 8.1 At any time prior to the deadline for submission of Bids, the Procuring and Disposing 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 and Disposing Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to sub-clause 24.2.

C. PREPARATION OF BIDS

9. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process, except as provided for under Section 57 (2) of the Act.

10. LANGUAGE OF BID

- 10.1 All communication in the Bidding process shall be in English and in writing unless otherwise specified in the BDS.
- 10.2 The Bid including correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature which are part of the Bid may be in another language provided that the documents 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:

- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with clauses 12, 14, and 15;
- (b) Bid Security or Bid Securing Declaration, if applicable, in accordance with clause 21;
- (c) alternative Bids, if permissible, in accordance with clause 13;
- (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with clause 22;
- (e) documentary evidence in accordance with clause 16 establishing the Bidder's eligibility to Bid;
- (f) documentary evidence in accordance with clause 17 that the Services and Related Goods to be provided by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with clauses 18 and 30, that the Services and Related Goods conform to the Bidding Documents;
- (h) documentary evidence in accordance with 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 A 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 Services and Related Goods 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, if required, 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 clause 13;
- (i) confirmation that the Bidder has not been declared ineligible or suspended by the

Public Procurement and Disposal of Public Asset Authority, and any of Malawi's development partners who has entered into a cross debarment agreement;

- (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 and Beneficiary owners of the Bidder;
- (m)* a declaration concerning the country of registration the Bidder; and
- (n)* an authorised signature of the Bidder.

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

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

13. ALTERNATIVE BIDS

13.1 Alternative Bids shall not be considered unless otherwise indicated in the BDS.

13.2 Where permitted, alternative Bids do not need to conform precisely to the Statement of Requirements, but shall at least—

- (a)* meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
- (b)* be substantially within any execution or completion schedule, budget or other performance parameters stated in the Bidding document; clearly state the benefits of the alternative Bid over any solution which conform with the Statement of Requirements, in terms of technical

performance, price, operating costs or any other benefit.

- 13.3 A Bidder may submit both a main Bid, which conforms, precisely to the Statement of Requirements and an alternative Bid.
- 13.4 Where a Bidder submits more than one Bid, each Bid shall be submitted as a completely separate Bid and shall conform to the instructions for preparation and submission of Bids in its own right, without any reliance on any other Bid. In particular, each Bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of Bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such Bids shall be labelled “Main Bid” and “Alternative Bid”.
- 13.5 The evaluation of alternative Bids shall use the same methodology, criteria and weights as the evaluation of main Bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

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 sub-clause 31.3.
- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with 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 sub-clause 12.1(d).
- 14.5 Prices proposed on the Price Schedule Forms for the Services and Related Goods 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 and Disposing Entity. This shall not in any way limit the Procuring and Disposing Entity’s right to contract on any of the terms offered—

(a) For services

the price of the services;

all Malawian customs duties, levies and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder;

and
the total price for the service.

(b) For related goods:

the price of the goods shall be quoted DDP named place, or as specified in the BDS;

all Malawian customs duties, levies and sales and other taxes already paid or payable on the goods or on the on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder

levy imposed by the Public Procurement and Disposal of Public Asset Authority; and

the total price for the goods.

14.6 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.

14.7 A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to clause 30.

14.8 If in accordance with the BDS, prices quoted by the Bidder are 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.

14.9 If so indicated in 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.

14.10 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 sub-clause 14.4, provided the Bids for all lots are submitted and opened at the same time.

15. CURRENCY OF BID

15.1 The currency of the Bids shall be Malawi Kwacha.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with 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 SERVICES AND RELATED GOODS

17.1 To establish the eligibility of the Services and Related Goods, in accordance with 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 SERVICES AND RELATED GOODS TO THE BIDDING DOCUMENTS

18.1 To establish the conformity of the Services and Related Goods 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 Documentary evidence on technical and professional qualifications of key staff.

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 and Disposing Entity. A Procuring and Disposing Entity shall reject a Bid valid for a shorter period as non-responsive.

20.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Procuring and Disposing Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

20.3 If a Bid Security is requested in accordance with 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 sub-clause 20.4.

20.4 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 AND BID SECURING DECLARATION

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid Securing Declaration in original form and for the Bid Security in the amount specified in the BDS.

21.2 The Bid Security shall be in any of the following forms—

- (a) a bank guarantee; or
- (b) Bank certified cheque,

Both the guarantee and the cheque shall be from a reputable bank within Malawi. The Bid Security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms, acceptable to the Procuring and Disposing Entity. In either case, the form must include the complete name of the Bidder.

21.3 The Bid Security shall be valid for twenty-eight (28) days up to and after the end of the validity period of the Bid. This shall also apply if the period for Bid validity is extended.

21.4 The Procuring and Disposing Entity shall reject, as non-compliant, any Bid that is not accompanied by a substantially responsive Bid Security, if a Bid Security is required in accordance with clause 21.1.

21.5 The Bid Securities shall be returned within fourteen (14) days once the successful Bidder has signed the Contract and furnished any 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 sub-clause 20.2; or
- (b) if the successful Bidder fails to—
 - (i) sign the Contract in accordance with clause 45;
 - (ii) furnish a performance security in accordance with clause 44; or
 - (iii) accept the correction of its Bid Price pursuant to sub-clause 31.5.

IN THE ALTERNATIVE:

21.7 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Securing Declaration in original as specified in the BDS

21.8 The Bid Securing Declaration of unsuccessful Bidders shall be cancelled as

promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to clause 44.

21.9 The Bid Securing Declaration of the successful Bidder shall not be returned to the Bidder but retained in procurement file as part of records once the successful Bidder has signed the Contract and furnished the required Performance Security.

21.10 The Bid Securing Declaration shall be valid for twenty-eight (28) calendar days up to and after the end of the validity period of the Bid. The Bid Securing Declaration shall also be extended if the period for Bid validity is extended.

21.11 A Bid shall be rejected as non-compliant if the Bid is not accompanied by a substantially responsive Bid Securing Declaration, if one is required in accordance with clause 21.1.

21.12 The Bid Securing Declaration of unsuccessful Bidders shall not be returned to the owners upon the successful Bidder's signing of the contract or furnishing of the Performance Security pursuant to clause 44 but will remain in the Procuring and Disposing Entity's procurement files for record purposes only.

21.13 Failure by the Procuring and Disposing Entity to allow Bidders use the Bid Securing Declaration Form may lead to a punishable offense.

22. FORMAT AND SIGNING OF BID

22.1 A Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 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.

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 A Bidder shall enclose the original and each copy of the Bid, including alternative

Bids, if permitted in accordance with 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 and Disposing Entity in accordance with the BDS; and

(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 Clause 25.1.

23.4 If all envelopes are not sealed and marked as required, the Procuring and Disposing 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 and Disposing Entity at the address and no later than the date and time indicated in the BDS.

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

25. LATE BIDS

25.1 The Procuring and Disposing Entity shall not consider any Bid that is delivered after the deadline for submission of Bids. Any Bid received by the Procuring and Disposing 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 sub-clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices shall be—

(a) submitted in accordance with 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 and Disposing Entity prior to the deadline prescribed for submission of Bids, in accordance with Clause 24.

26.2 Bids requested to be withdrawn in accordance with 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 and Disposing Entity shall conduct the Bid opening in the presence of Bidders’ designated representatives who may 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.

27.3 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.

27.4 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.

27.5 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.

27.6 All other envelopes shall be opened one at a time, reading out—

(a) the name of the Bidder and whether there is a modification;

(b) the Bid Prices, including any discounts and alternative offers, if permitted in the BDS;

(c) the presence of a Bid security, if required; and

(d) any other details as the Procuring and Disposing Entity may consider appropriate.

27.7 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 sub-clause 25.1.

27.8 The Procuring and Disposing Entity will prepare a record of the Bid opening that shall include, as a minimum—

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot if applicable, including any discounts and alternative offers; and

(c) the presence or absence of a Bid security, if one was required.

27.9 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 and Disposing 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 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing.

28.4 A Procuring and Disposing Entity shall implement the requirement that all staff involved in the evaluation of Bids and execution of contracts sign statements confirming that they are not in conflict of interest with any of the Bidders and that they shall uphold the confidentiality of all information that they have access to.

29. CLARIFICATION OF BIDS

29.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its Bid.

29.2 Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing.

29.3 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 and Disposing Entity in the evaluation of the Bids, in accordance with clause 31.

30. EXAMINATION AND DETERMINATION OF RESPONSIVENESS OF BIDS

30.1 The Procuring and Disposing 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 Services and Related Goods specified in the Contract;

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring and Disposing 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 and Disposing 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 Where a Bid is substantially responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the Bid that does not constitute a material deviation.

31.2 Where a Bid is substantially responsive, the Procuring and Disposing 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 Where a Bid is substantially responsive, the Procuring and Disposing 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 non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.

31.4 Where a Bid is substantially responsive, the Procuring and Disposing 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 and Disposing 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 and Disposing Entity shall examine the Bids to confirm that all documents and technical documentation requested in clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring and Disposing 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) the Bid Submission Form, including—

(i) a brief description of the Services and Related Goods offered;

(ii) the price of the Bid; and

(iii) the period of validity of the Bid;

(b) the Price Schedules;

(c) written confirmation of authorisation to commit Bidder;

(d) Bid Security, if applicable; or

(e) Bid Securing Declaration, if applicable.

33. EXAMINATION OF TERMS AND CONDITIONS

33.1 The Procuring and Disposing Entity shall examine the Bid to confirm that the Bidder has accepted all terms and conditions specified in the BDS and the Special Conditions of Contract without any material deviation or reservation.

33.2 The Procuring and Disposing Entity shall examine the technical aspects of the Bid submitted in accordance with clause 18, to confirm that all requirements specified in Section 7, 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 and Disposing Entity determines that the Bid is not substantially responsive in accordance with clause 30, it shall reject the Bid.

34. PREFERENCES AND RESERVATION SCHEMES

34.1 A Procuring and Disposing Entity may apply a margin preference if so specified in the BDS.

34.2 Where a preference applies the details to be applied shall be provided in Section 3 Evaluation Methodology and Criteria.

34.3 The Procuring and Disposing Entity shall apply the margin of preference for micro, small and medium enterprises and marginalised groups in accordance with the MSME Order. If so specified in the BDS, Bid Evaluation shall be in accordance with the procedures and criteria specified in Section 3, Evaluation and Qualification criteria.

34.4 The Procuring and Disposing Entity shall set aside certain procurement requirements for micro, small and medium enterprises and marginalised groups by restricting Bidding to those enterprises in accordance with MSME Order.

34.5 In the event that the procurement is not contained in the Schedule under the Order the PDE may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be specified in the BDS.

34.6 In the event that the procurement is not contained in the Schedule under the Order the PDE may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be specified in the BDS.

34.7 A Bidder shall be eligible to participate in the Bidding process as a Bidder qualified under the MSME Order only if it furnishes the Procuring and Disposing Entity or the Authority, as the case may be evidence, proving eligibility in accordance with relevant Regulations or the Order.

35. DETAILED EVALUATION

- 35.1 The Procuring and Disposing Entity shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Procuring and Disposing Entity shall 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.
- 35.3 The Procuring and Disposing Entity's evaluation of price of evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with Clause 13. 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 as 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.
- 35.4 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 and Qualification Criteria.

36. FINANCIAL EVALUATION

- 36.1 The Procuring and Disposing Entity shall financially evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To financially evaluate a Bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.3 To financially evaluate a Bid, the Procuring and Disposing Entity shall consider the following—
- (a) the Bid price;
 - (b) price adjustment for correction of arithmetic errors in accordance with sub-clause 31.4;
 - (c) price adjustment due to discounts offered in accordance with sub-clause 14.3;
 - (d) adjustment for nonconformities and omissions in accordance with sub-clause 31.3;
 - (e) application of all the evaluation factors indicated in Section 3, Evaluation Methodology and Criteria; and
 - (f) adjustments due to the application of a margin of preference, in accordance

with Clause 34.

36.4 In the calculation of the evaluated cost of Bids, the Procuring and Disposing Entity shall exclude and not take into account—

- (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 Bids that have passed detailed evaluation and complied with all the terms and conditions shall be evaluated financially to determine the conformity of prices offered. In doing so, the Procuring and Disposing Entity shall examine the contents of a price to confirm if all taxes or discounts have been taken into account. Thereafter, the Procuring and Disposing Entity shall check arithmetical errors to have correct prices. Bids that have passed all the stages including financial evaluation shall be declared substantially responsive.

37. COMPARISON AND DETERMINATION OF LOWEST EVALUATED BID

37.1 The Procuring and Disposing Entity shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with sub-clause 14.6.

37.2 The Procuring and Disposing Entity shall apply the relevant preference as specified in the BDS.

37.3 A successful Bid shall be the lowest evaluated Bid subject to any margin of preference provided in the Bidding documents.

38. ENVIRONMENTAL AND SOCIO-ECONOMIC POLICIES

38.1 Bidders shall be evaluated taking into account compliance with Environmental protection, policies, laws and regulations applicable in Malawi for sustainable development.

38.2 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders promote general as well as specific policies and programmes for sustainability and environmental protection.

38.3 A Bidder shall be evaluated taking into account its compliance with protection against Child Labour and other prohibition policies, laws and regulations applicable

in Malawi as well as policies against exploitative labour.

38.4 A Bidder shall be evaluated taking into account compliance with restrictions on Sexual Exploitation and Gender Based Violence and all its prohibition policies, laws and regulations applicable in Malawi and in international conventions or agreements on gender equality.

38.5 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders should show compliance with Child Labour and Unfair Labour Practices general laws and regulations as well as specific policies and programmes for protection of children from any form of child labour and adherence to applicable fair labour practices.

39. POST-QUALIFICATION OF THE LOWEST EVALUATED BIDDER

39.1 The Procuring and Disposing 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.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause 19, to clarifications in accordance with clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

39.3 The Procuring and Disposing Entity shall, in its own discretion, decide to conduct due diligence on certain procurements. In doing so, it shall prepare its own budget for such an activity and shall not rely or depend on the resources of the Bidder. Due diligence reports shall form part of the evaluation data used by the evaluation teams or Internal Procurement and Disposal Teams when making decisions.

39.4 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 and Disposing Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

40. PROCURING AND DISPOSING ENTITY'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

40.1 The Procuring and Disposing 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

41. AWARD CRITERIA

41.1 The Procuring and Disposing 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

42. PROCURING AND DISPOSING ENTITY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the amount of Services and Related Goods originally specified in Section 7, Statement of Requirements, 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.

43. NOTICE OF INTENTION TO AWARD THE CONTRACT, NOTIFICATION OF AWARD, AND CONTRACT NEGOTIATIONS

43.1 Prior to expiry of the period of Bid validity, where the procurement contract is below the threshold for publication of an intention to award a contract is required, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the Bidding.

43.2 Prior to expiry of the period of Bid validity, where the value of procurement is above the threshold for publication of an intention to award a contract, set by the Authority, the Procuring and Disposing Entity shall publish the intention to award the contract in two widely circulated newspapers and on the Authority's website for a period of fourteen (14) days

43.3 Upon the expiry of the stand still period the Procuring and Disposing Entity may enter into negotiations with the successful Bidders on the modalities for the execution of the Contract.

43.4 Within thirty (30) days of receipt of the contract documents, the successful Bidder shall sign, date, and return it to the Procuring and Disposing Entity to finalize the signing process.

43.5 The Contract becomes effective on the date it is signed.

44. PERFORMANCE SECURITY

44.1 Within thirty (30) days of receipt of notification of award from the Procuring and Disposing Entity, the successful Bidder shall furnish the performance security in the amount and form specified in the BDS and SCC, using for that purpose the Performance Security Form included in Section 9 or another form acceptable to the Procuring and Disposing Entity.

44.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid security or invocation of the Bid securing declaration. In that event, the Procuring and Disposing Entity may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined to be qualified to perform the Contract.

45. SIGNING OF THE CONTRACT

45.1 Promptly after notification, the Procuring and Disposing Entity shall send the successful Bidder the Contract documents for signing.

SECTION 2: BID DATA SHEET (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: RESERVE BANK OF MALAWI The procurement reference number is: <i>RBM/HR/04/2026</i>
ITB 1.1	The subject of the procurement is: Provision of Management Services at the Reserve Bank of Malawi Club House in Lilongwe.
	The number and identification of Lots in this Bidding Document is: 1

Instructions to Bidders (ITB) reference	Data relevant to ITB			
	NO	TENDER NAME	LOCATION	DATE OF INSPECTION
	1	<i>Provision of Management Services at Reserve Bank of Malawi Sports complex in Lilongwe</i>	<i>RBM Clubhouse Lilongwe</i>	<i>1 April 2026 at 10.00 hrs</i>
ITB 1.2	The Bidding Document is issued under OPEN TENDER METHOD (NCB)			
ITB 4.1	The individuals or firms in a joint venture, consortium or association shall be: jointly and severally liable			
ITB 5.4	The Bidder <i>shall</i> be required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised 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 and Disposing Entity's address is:</p> <p>Attention: The Chairperson, Internal Procurement and Disposal Committee</p> <p>City: Lilongwe</p> <p>Post Code: P.O. Box 30063</p> <p>Country: Malawi</p> <p>Telephone: +265 1770600</p> <p>Facsimile number: +265 1 770360</p> <p>E mail address: procurement@rbm.mw</p> <p>Any Request for clarification shall be received by the procuring and disposing entity no later than 1 April 2026</p>			
C. Preparation of Bids				
ITB 11 (i)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> Must be Tax compliant Must be registered with the PPDA in the right category Valid Malawi Bureau of Standards Certificate 			

Instructions to Bidders (ITB) reference	Data relevant to ITB
	d) Valid Malawi Tourism Board Certificate
ITB 14.5	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: N/A
ITB 14.7	The prices quoted by the Bidder shall be: Fixed and the price quoted shall be in Malawi Kwacha only
ITB 20.1	The Bid validity period shall be: 120 days .
ITB 21.1	A Bid security / Bid securing declaration <i>shall</i> be required In a form of Bid Securing Declaration (non-submission will lead to disqualification)
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original copy of the Bid, the number of copies required is: 3
ITB 24.1	For <u>Bid submission purposes only</u> , the Procuring and Disposing Entity's address is: Attention : The Chairperson, Internal Procurement Committee Street Address: Convention Drive City : Lilongwe Post Box : 30063 Country : Malawi Or bids shall be deposited in a tender box placed at the reception The deadline for bid submission is: Date: 14 April 2026 Time: 10:00 am
ITB 27.1	The Bid opening shall take place at: Reserve Bank of Malawi Room number: Auditorium Street Address: Convention Drive City: Lilongwe Country: Malawi Date: 14 April 2026 Time: 10:00 am Late Bids shall be returned to the owners unopened

Instructions to Bidders (ITB) reference	Data relevant to ITB
E. Evaluation, and Comparison of Bids	
ITB 34	A margin of preference in favour of micro, small and medium enterprises may apply Where the Margin of preference applies, it shall be: 20%
ITB 34.4; 34.5	The following procurements have been set aside for MSMEs and marginalised groups: Please provide documents related to MSMEs registration
F. Award of Contract	
ITB 42	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

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 and Disposing 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.

Preliminary Examination Criteria

Eligibility Criteria

The documentation required to provide evidence of eligibility shall be: -

Preliminary Compliance Criteria - *Non-submission will result into rejection of the bid.*

- a) Bid Securing Declaration Form.
- b) Power of Attorney (***Duly executed and authenticated by either a Notary Public or Commissioner of Oaths***)
- c) Bid Validity of 120 days
- d) Beneficial Ownership Disclosure Form

1. ADDITIONAL EVALUATION FACTORS

1.1 In accordance with clause 36.3(e) of the ITB, 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 in 1.2 below—

- (a) Compliance with technical specifications (***Refer to detailed requirements indicated in Section 7 of the bidding document.***)
- (b) Service provider (Firm) must have at least three (3) years' of experience in management of recreation facilities (club houses, hospitality venues, gyms **or similar multi-service facilities**).
- (c) Bidder' must provide at least three (3) references where similar assignment was provided (include client name, contact person, phone number, email address)
- (d) Proof of financial soundness - Provide either of the following:
 - Bank statements for the past two (2) years, demonstrating financial capacity to operate the facility; or
 - An original letter from a commercial bank indicating the availability of a credit facility adequate to support working capital for this contract with indicative amount. The Bank shall not accept request for upfront payment. All prices must include relevant taxes

- (e) Academic and professional qualifications of key personnel:
- The Team Leader shall have at least bachelor's degree in sports management, business administration, or related fields. (attach copy certificate).
 - The Team Leader shall have a minimum of three (3) years of experience in managing a sports or recreational facility.
 - The Catering Manager shall have at least a Diploma in food and beverages or related fields. (*attach copy*)
 - The Catering Manager shall have a minimum of three (3) years of experience in food and beverages industry.
 - The Accounts Officer shall have at least a Diploma in Accounting, finance or related fields. (*attach copy*)
 - The Accounts Officer shall have a minimum of five (5) years of work experience in accounting fields.
 - The Operations Officer shall have at least a Diploma in sports management, business administration or related fields. (*attach copy*)
 - The Operations Officer shall have a minimum of two (2) years of experience in managing sports or recreation facilities.
- (f) Valid Malawi Bureau of Standards Certificate
- (g) Valid Malawi Tourism Board Certificate

1.2 The factors specified in 1.1 above will be quantified as follows—

- (a) Failure to meet or exceed the specified minimum Scopes for mandatory requirements will result in rejection of the Bid. Superior scope will be considered on the same basis as those Bids meeting the minimum Scope.
- (b) For each non-mandatory Scope, Bids offering a lower scope of the item will be reviewed, and a notional adjustment made to the Bid Price for evaluation purposes only. For each percentage drop in the scope offered against the required Scope, a corresponding percentage of the estimated cost of replacement of the item with a fully conforming scope will added to the Bid Price for evaluation. Bids with inferior non-mandatory Scopes or a performance of less than 75% of the required item scope may be subject to rejection. Superior scope will be considered on the same basis as those Bids meeting the minimum Scope.
- (c) Later delivery schedules proposed by the Bidder will result in a 1% addition to the Bid price (for evaluation purposes only) for each week of

delay up to a maximum of 15%. Bids offering delivery schedules later than *[number]* months after the specified delivery period may be rejected at the discretion of the Procuring Entity.

- (d) For payment schedules proposed by the Bidder which would result in earlier payment to the Supplier than that proposed in the Bidding documents, the difference in the net present value of the Bidder's proposal shall be added to the Bid price for evaluation purposes.

2. EVALUATION OF MULTIPLE CONTRACTS

If in accordance with sub-clause 36.6 of the ITB, the Procuring Entity is allowed to award one or multiple lots to more than one Bidder, the following methodology shall be used for award of multiple contracts:

To determine the lowest-evaluated lot combinations, the Procuring Entity shall—

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in subclause 14.9 of the ITB; and
- (b) take into account—
 - (i) the lowest-evaluated Bid for each lot that meets the requirement of evaluation criteria;
 - (ii) the price reduction per lot and the methodology for their application as offered by the Bidder in its Bid; and
 - (iii) the contract-award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in clause 4 of the EQC, Post Qualification.

3. PREFERENCE AND SET ASIDES

The Procuring and Disposing Entity shall grant a margin of preference as provided in the Bid Data Sheet for Malawian wholly owned businesses or service providers.

Similarly, marginalised groups shall have procurements set aside for them in accordance with the regulations and in the manner prescribed in the EQC.

4. POST QUALIFICATION

After determining the lowest-evaluated Bid in accordance with Sub-Clause 38, the Bank shall carry out the post-qualification of the Bidder in accordance with clause 39 of the ITB, 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.

The lowest evaluated bid shall be post qualified on the basis of;

- Due diligence may be carried to institutions where a preferred bidder is currently providing services;
- Must have clean tax record evidenced by current Tax Clearance Certificate
- Availability of staff [and qualification of key staff];
- Submission of a valid copy of company registration

SECTION 4: BIDDING FORMS

TABLE OF FORMS

Bid Submission Form.

Beneficial Ownership Disclosure Form

Bid Security

Bid Securing Declaration

Price Schedule

Qualification Form.

Environmental, Social, Health and Safety Declaration

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its bid]

Bid Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Bidding Document for the *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the amounts and currency]*;
- (d) 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 Document, and it shall remain binding upon us and may be accepted at any time before the expiry of that period;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (g) We undertake to abide by the provisions of the Public Procurement Act, 2003 and its subsidiary legislation on the conduct of bidders during the procurement process and the execution of any resulting contract;
- (h) 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 and address of Recipient	Purpose/Reason	Currency and Amount

[If none has been paid or is to be paid, indicate “none”]

- (i) We are not participating, as Bidders, in more than one bid in this bidding process;

- (j) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.3;
- (k) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract have not been debarred by the Director of Public Procurement from participating in public procurement;
- (l) We, including any subcontractors or providers for any part of the contract or contracts resulting from this pre-qualification process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;
- (m) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;
- (n) We understand that this Bid, together with your written Notification of Award shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) 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: *[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]*

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- 1. directly or indirectly holding 5% or more of the shares*
- 2. directly or indirectly holding 5% or more of the voting rights*
- 3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*
- 4. 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;*
- 5. has a significant stake in a company and on whose behalf activity of a company is conducted;*
or
- 6. 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.*

Beneficial Ownership Disclosure Form

Date: **[insert date]**

Procurement Reference No.: **[insert procurement reference number]**

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Procuring and Disposing Entity]**

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

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**]

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.

BID SECURITY

[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 and Disposing Entity]

Whereas [insert complete name of Bidder] (hereinafter the “Bidder”) has submitted its Bid dated [insert date (as day, month and year) of Bid submission] for Procurement reference Number [insert Procurement Reference Number] for the provision of [insert brief description of the Services and Related Goods], hereinafter called the “Bid.”

KNOW ALL PEOPLE by these presents that WE [insert complete name of institution issuing the Bid Security], of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter “the Guarantor”), are bound unto [insert complete name of the Procuring and Disposing Entity] (hereinafter the “Procuring and Disposing Entity”) in the sum of [specify in words the amount and currency of the Bid security] (specify the amount and currency in figures), for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].

THE CONDITIONS of this obligation are the following—

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid Submission Form, except as provided in sub-clause 21.2 of the ITB.
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring and Disposing Entity, during the period of Bid validity, fails or refuses to—
 - (a) execute the Contract;
 - (b) furnish the Performance Security, in accordance with the clause 44 of the ITB; or
 - (c) accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to clause 31.

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity

states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of Bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Authorised By: *[to be completed by someone who has the power of attorney for the Guarantor]*

Signature _____ Name: _____
:

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

Authorised for and on behalf of (Company name):

Compan: _____

Registered _____ Address:

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its Bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

BID SECURING DECLARATION

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

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

NCB No.: *[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]*

We, the undersigned, declare that

1. We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Entity and/or any other government entity for a period of twenty (24) months starting on the date as may be determined by the Government of Malawi if we are in breach of our obligation(s) under the Bid conditions, because we—
 - (a) have withdrawn our Bid during the period of Bids validity specifies by us in the Bid Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of Bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of Bidder]*

Date: on day of,..... *[insert date of signing]*

Witnessed By *[insert name of witness]* in capacity of *[insert designation of witness]*

Date: on day of,..... *[insert date of signing]*

PRICE SCHEDULE

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

Procurement Reference No: *[insert Procurement Reference number]*

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

Activity	Input Qty	Unit of measure	Unit Price	Total Price
<i>Sub total</i>				
<i>VAT</i>				
<i>PPDA Levy (1%)</i>				
<i>Total Bid price</i>				

Notes: The Procurement Levy is calculated based on Sub-total before taxes.

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

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the Bid]*

Duly authorised to

sign the Bid for

and on behalf of: *[insert complete name of Bidder]*

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

[This Qualification Form should be submitted by the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its Bid, if so stated in Section 3.

The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.

Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

QUALIFICATION FORM

Name of Bidder:

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

No	Name of Client and Contact Person	Type of Work Performed	Duration and Dates of Contract	Value of contract

2. The major items of equipment proposed for carrying out the Services are:

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

4. Banks that may provide references if contacted by the Procuring and Disposing Entity are: *[State name, address, and telephone and fax numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of Bid submission:

or [delete statement which does not apply]

(b) the originally submitted pre-qualification information remains essentially correct as of the date of Bid submission.

Authorised By: *[to be completed by someone who has the power of attorney for the Bidder]*

Signature _____ Name: _____
:

Position: _____ Date: _____

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

Company _____
:

Registered _____ Address:

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY DECLARATION

We, _____ (*Name of Bidder*) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

We have read, understood, and will comply with:

- (a) the Environment Management legal framework or policies in conservation and management of the environment.
- (b) all necessary and appropriate measures to protect and manage the environment
- (c) all necessary and appropriate measures to conserve natural resources and to promote sustainable utilization of natural resources
- (d) all steps and measures necessary for ensuring that social safeguard issues including but not limited to gender, human rights, disability, Child Protection, HIV and AIDS are mainstreamed throughout all construction stages to minimize the negative impacts on the environment, social, health and safety matters

2. AGREE THAT:

In the event that our Bid is successful, we shall, within 15 days from the receipt of the Acceptance Letter comply with the requirements to produce the following environmental, social, health and safety plans as provided in Section 10:- Site Organisation Plan, Mobilisation and Construction Schedule Plan, Code of Conduct for Contractors Personnel Plan, ESHS Management Strategies and Implementation Plan.

Contract negotiations shall only commence if our plans comply with the Malawi standards _____ on _____ the _____ protection and management of the environmental, social, health and safety matters.

We will automatically be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity and any other government entity for a period of twenty-four (24) months starting on the date as may be determined by the Authority if we are in breach of our obligation(s) under the Bid conditions.

Signed: [*insert signature of person whose name and capacity are shown*] In the capacity of [*insert legal capacity of person signing the Bid*]

Name: [*insert complete name of person signing the Bid*]

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

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

Section 5: Eligible Countries

PROCUREMENT REFERENCE NUMBER: RBM/HR/04/2026

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,

- (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 6. CORRUPTION AND FRAUD

1. The Malawi Government requires that Procuring and Disposing Entities, as well as Bidders and Suppliers, participating in public procurement, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Malawi Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows—

“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 proceeding, or effect the execution of a procurement contract;

“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, noncompetitive 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, the execution of a contract or avoid an obligation;

“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;

(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;

(c) 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; and

(d) will cause every Bidder to acknowledge and sign Anti-Corruption Declaration in this Section under Oath, a confirmation that the Bidder, its subcontractors, joint venture partners, or any other associate has not been convicted or is under investigation on corruption and fraud related cases. Failure to sign the Declaration shall lead to disqualification.

2. Bidders shall read and understand this provision; and will show acknowledgement of having read and understood this Section by signing compliance Form In this Section below:

ANTI-CORRUPTION DECLARATION FORM

We/I, _____ (*Name of Bidder*) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

- 1.1 We have read and understood, and will comply with all applicable laws, regulations and policies relating to anti-corruption and fraud

- 1.2 We shall not, through any of our representatives, agents or any persons associated to us, commit any corruption offence or breach any of the applicable laws and/or provisions. We shall not encourage any corruption elements within our business practices, activities, operations, and transactions.

- 1.3 We have not been convicted nor are we aware that we are subject of any corrupt related investigation, inquiry, or enforcement proceedings by the relevant authorities and will report of such investigation as soon as we become aware as reasonably practicable and to the extent permitted by law.

1.4 We shall take all measures and implement appropriate measures to ensure compliance with the Anti-Corruption Legal Framework.

1.5 We shall report to any relevant Authority, a public officer attempting to solicit a bribe or advantage from us, or any other person connected to us to be awarded a contract.

2. AGREE THAT:

In the event that we are in a confirmed breach of this declaration, the Procuring and Disposing Entity may disqualify the Bid, revoke or terminate the contract if awarded to us without any liability whatsoever on its part, indemnify the Procuring and Disposing Entity for any loss.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid]

Name: [insert complete name of person signing the Bid]

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

SECTION 7: STATEMENT OF REQUIREMENTS

TERMS OF REFERENCE FOR PROVISION OF MANAGEMENT SERVICES AT THE RESERVE BANK OF MALAWI SPORTS COMPLEX IN AREA 47, LILONGWE

1. Introduction

The Reserve Bank of Malawi (RBM) operates a Sports Complex (hereinafter called the "**RBM Sports Complex**") comprising of the Clubhouse, Wellness Centre (indoor courts for gymnasium, aerobics, netball, volleyball, basketball, badminton, darts and table tennis), Outdoor netball, volleyball and basketball Courts, Children Playground and Silver Football Stadium. In this regard, the RBM intends to outsource and engage a Firm/Consortium to provide services for the Sports Complex.

The Management Team for the Firm/Consortium will include the following key personnel.

- i Team Leader;
- ii Catering Manager;
- iii Accounts Officer; and
- iv Operations Officer

The firm/Consortium will be responsible for hiring other support staff that will include Aerobics Trainer; Gymnasium Trainer; Indoor and Outdoor games Trainers; Chefs; Bartenders and Cleaners.

2. Objective

The overall objective of the RBM Sports Complex is to provide sports and recreation services for the enhancement of physical fitness, wellness, health and social interaction among members.

3. Pricing Structure (Monthly and Annual Charges)

Bidders must clearly indicate how they will charge for the assignment, including:

a. Monthly Management Fee

- i. The bidder shall state the fixed monthly management fee required to operate and manage the Sports Complex.
- ii. The fee should specify the breakdown of the services covered, including management oversight, staffing, etc.

b. Annual Management Fee

The bidder shall also provide the total annual management fee, calculated as the sum of 12 (twelve) months of the monthly management fee or any discounted annual rate the bidder offers.

4. Contract Duration

It is expected that the successful Firm/Consortium will manage the facility for a period of two (2) years renewable annually, subject to satisfactory performance.

5. Eligibility

1. The Firm/Consortium must have a valid business registration certificate with not less than 5 years' of practice in sports/hospitality industry (attach certificate).
2. The Firm/Consortium must have valid operating licenses in sports/hospitality/food and beverages industry (attach operating licenses). The information may include:
 - (g) Valid Malawi Revenue Authority Certificate

(h) Valid Malawi Bureau of Standards Certificate

(i) Valid Malawi Tourism Board Certificate

3. The Firm/Consortium must have practiced/provided similar services to at least three (3) organizations (submit three (3) references with full contact details).

6. Reporting Arrangements

The Team Leader shall report to the Director, Human Resources and shall also interface with the Clubhouse/ Sports Facilities/ Activities/ Committee and other various Committees that may be put in place from time to time.

7. Scope of Work

i. Technical Specification – Catering Services		
Item No.	MANDATORY SPECIFICATIONS	Compliance to Requirements
A.	B.	C.
1	Provision of full catering services with healthy and balanced nutritious meals i.e. snacks, braais, buffet, cocktail, meals, cakes and beverages to patrons of the Clubhouse. The menu used must provide a variety of meals that are nutritionally balanced and appealing - can be changed to the patrons'/customers' liking.	
2	Provision of individual special orders for lunch, snacks, beverages, fruits to members of staff during clubhouse operating hours.	
3	Provision of a well-stocked bar that provides entertainment to clubhouse members including promotional services.	
4	Provision of catering services for special functions like packed breakfasts, lunches, or dinners, private VIP dinners up to 500 people at a time.	
5	Provision of cocktail services to cater for 10 to 200 people at a time	

6	Provision of tea services in meeting rooms ranging from 5 to 150 people per seating composed of hot and cold beverages, hot and cold snacks according to people's choice.	
7	Provision of recreation facilities and services agreed with the designated Bank's committee overseeing the services offered at the Clubhouse	
8	Provision of local dishes and weekend specials to clubhouse members.	
9	Maintaining hygienic standards by keeping all catering areas, equipment, fixtures, kitchen drains, kitchen refuse area, crockery, utensils etc. clean, hygienic and tidy.	
10	Provision of safe and quality food stuffs that meet the Bank's standard with practical contamination prevention measures to avert food borne diseases/infections. Notwithstanding, no food stuffs shall be served to members of staff that has a likelihood of compromising their health	
11	Conducting frequent training to impart relevant knowledge and skills on food handling, sanitation and hygiene for improved and sustained food safety and hygiene	
12	Provision of timely services for trash and garbage removal and extermination services as required by legislation.	
13	Provision of uniform, protective clothing, and name tags to staff. (Staff on duty must always wear the uniform and protective clothing).	
14	Provision of mobile catering services to the Work Area Recovery Site (WARS) in Area 9, Lilongwe as and when required	
15	Compliance to cleaning standards and waste management during provision of catering services at the WARS.	
16	Complying with the following Clubhouse opening hours: Sunday to Thursday: 08:00am – 10:00pm Friday to Saturday: 08:00am – 12:00 midnight Public Holidays: 08:00am – 10:00pm.	
ii. Technical Specification – Sports and Recreation Services		Compliance to Requirements
1.	Providing day-to-day management, administration and operation of the RBM Sports Complex.	
2.	Organising sports and recreational activities/events for members at the complex.	
3	Organising health and wellness programmes such as nutritional counselling and health education seminars.	

4.	Managing the booking of the facilities, scheduling including coordinating meetings, events and tournaments.	
5.	Managing and accounting for monthly revenue collection from the facility.	
6.	Recruiting, hiring, training and supervising qualified and experienced technical and administrative staff to be assigned full-time for the term of the contract.	
7.	Provision of gymnastic and aerobic services to members including group fitness activities in accordance with set work out schedules.	
8.	Provision of coaching services for outdoor and indoor games, including squash, badminton, table games among others.	
9.	Provision of essential maintenance and cleaning, including inspection of sports equipment and facilities to ensure they are functioning optimally and safely.	
10.	Sourcing, evaluating, recommending, managing and supervising contractors on site.	
11.	Managing membership, issuing of membership cards, management of members' accounts and ensuring that access to the facility is restricted to eligible members, their guests, and guests of the Bank	
12.	Complying with all applicable national and local laws, labour regulations, health and safety standards, food safety codes, and licensing requirements.	
13.	Overseeing and coordinating security services at the sports complex	
14.	Providing monthly stock levels, cash reconciliations, financial reports, including budget and expenditure.	
15.	Implementing transparent cash handling, Point-of-Sale (POS) systems, inventory controls and periodic stock takes	
16.	Monitoring and complying with monthly staff credit limits	
17.	Providing smoothies and bottled water on Fridays to sports participants.	
18.	Providing innovative ideas/activities that will improve provision of wellness services at the Sports Complex.	
ii. Technical Specification - Health & Safety Standards		Compliance to Requirements
1.	Complying with all requirements of Health and Safety Act and Regulations. The Service Provider shall ensure that its employees are adhering to the health and safety measures to avoid any injury on the	

	work premises	
2.	Provision of services to handle fire hazards, fire extinguishers and first aid services.	
3.	Ensuring that fire emergency systems are operational, fire escape routes are clearly labelled and unobstructed including the fire assembly points.	
4.	Provision of staff training on key operational requirements, customer care services, sanitation and hygiene as well as health and safety requirements.	
5.	Provision of highest standards of hygiene in the storage, production and serving of foods in line with Malawi Standards (MS 21) and City by-laws.	
6.	Provision of periodic mandatory medical check-ups for all food handlers as required by Malawi Standards (MS 21).	
7.	Complying with planned as well as ad hoc quality audits and inspection by relevant Reserve Bank of Malawi staff and Malawi Bureau of Standards personnel.	
8.	Provision of monthly performance reports, covering expenditures, sales income, stock levels, reconciliations among others.	
9.	Provision of major sports events/activities performance reports to the Human Resources department.	
10.	Provision of regular cleaning services for clubhouse walls, windows, floors, light fixtures, draperies and periodic waxing and buffing of floors. In addition, the provider shall be responsible for all grease traps and ductwork in compliance to Malawi Standard (MS 12) – Code of Hygienic Practices.	
11.	Complying with existing labour laws and basic conditions of employment.	
iii. Technical Specification – Staff Requirements		Compliance to Requirements
12.	<p>The Firm/Consortium must have key qualified personnel as follows:</p> <p>i. Team Leader</p> <ul style="list-style-type: none"> • At least a bachelor’s degree in sports management, business administration, or any other related field (attach copy of certificates) • Minimum of three years (3) years of experience in managing a sports or recreational facility. • Excellent organisational and communication skills 	

	<ul style="list-style-type: none"> • Ability to lead and manage a team effectively • Knowledge of sports and fitness programming • Knowledge of local and national safety regulations and by laws. • Sociable and excellent interpersonal skills. • Strong organisational and problem-solving skills. • Ability to manage staff and coordinate tight schedules. • Knowledge of facility maintenance, sanitation and hygiene practices <p>ii. Catering Manager</p> <ul style="list-style-type: none"> • At least a Diploma in food and beverages/hospitality or related field (attach copy of certificate). • Minimum of three (3) years' experience in food and beverages industry. • Strong knowledge of menu planning, food safety, sanitation and hygiene practices. • Experience in managing a team of chefs, kitchen staff, waiters and bartenders • Excellent communication and interpersonal skills • Knowledge of inventory management and cost control <p>iii. Accounts Officer</p> <ul style="list-style-type: none"> • At least a Diploma in accounting, finance or related fields (attach certificate). • Minimum of five (5) years of work experience in a similar job. • Strong knowledge of accounting principles and practices. • Proficiency in financial management software and tools. • Strong attention to detail and analytical skills. • Ability to communicate financial information to non-financial stakeholders. <p>iv. Operations Officer</p> <ul style="list-style-type: none"> • At least a Diploma in sports management, business administration, or related fields (attach certificate). • Minimum of two (2) years of experience in managing sports or recreation facilities. • Knowledge of national and international safety regulations and by laws. 	
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	<ul style="list-style-type: none"> • Knowledge of sports and fitness programming • Strong organizational skills. • Excellent communication and interpersonal skills. <p>v. Other Support Staff</p> <p>The Firm/Consortium will be expected to hire other support staff with relevant qualifications and at least two (2) years of experience in similar job including but not limited to Aerobics Trainer; Gymnasium Trainer; Indoor and Outdoor game Trainers; Chefs; Waiters; Bartenders and Cleaners.</p>	
iv. Technical Specification - Maintenance and Control		Compliance to Requirements
13.	<p>The service provider must comply to facilities maintenance standards as follows:</p> <ul style="list-style-type: none"> • The service provider to ensure that the RBM assets are used in a proper and responsible manner. • The service provider to ensure that no property of RBM is removed from the Sports Complex without permission. • The service provider to report damaged/nonfunctioning equipment to the Administration or Human Resources department for assessment and rectification. • The service provider to ensure that maintenance of the equipment does not disrupt the rendering of the Clubhouse services. • The service provider to ensure that any damage or loss of RBM property is not due to negligence, incorrect usage or operation on their part or any of their staff. Any damage or loss due to the aforementioned will be at the expense of the service provider. 	
vi. Technical Specification – General (Not Mandatory)		Compliance to Requirements
14.	Submitting work plan methodology (including starting time and knocking off time) and understanding the RFP.	
15.	Provision of airtime to its staff for vital external and emergency calls.	
16.	Provision of transport to its members of staff operating during off-hours.	

1. LIST OF SERVICES AND RELATED GOODS

PROCUREMENT REFERENCE NUMBER:

Item Number	Description of Services and Related Goods	Quantity	Unit Measure	of
1				
2				
3				
4				
5				

1. COMPLETION SCHEDULE

The completion period shall commence from the date of contract award.

Item Number	Description of Services and Related Goods	Completion period (days/wks/mths)	Site
1			
2			
3			
4			
5			

2. STATEMENT OF REQUIREMENTS (SCOPE OF SERVICES) AND COMPLIANCE SHEET

Procurement Reference Number:

Column b states the minimum requirement of the service(s) to be provided. Column c indicates whether the requirement is a “Mandatory” by use of the letter “M”. Any requirement without an “M” in column c is considered non-mandatory and subject to a reasonable variation in scope or performance to be assessed during evaluation in accordance with Section 3.

The Bidder is to complete column d and to state whether the offered service(s) “comply” or do “not comply” giving details of the areas of non-compliance.

Item No.	Scope of services required including applicable standards	Mandatory	Compliance to Requirements
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
1			
2			
3			
4			
5			
6			
7			
10			

SECTION 8: GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

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 and Disposing 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 and 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) “Eligible Countries” means the countries and territories eligible as listed in Section 5 of the Bidding Document;
- (f) “EHS” means Environmental Health Safeguards;
- (g) “GCC” means the General Conditions of Contract;
- (h) “Personnel” means persons engaged by the Bidder or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
- (i) “Procuring and Disposing Entity” means the entity procuring the Services and Related Goods, as specified in the Agreement;
- (j) “SCC” means the Special Conditions of Contract;
- (k) “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 Services to be provided or execution of any part of the Services is subcontracted by the Bidder;
- (l) The Site, where applicable, means the place named in the SCC; and
- (m) “Supplier” means contractor, consultant, supplier, or service provider.

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

2. INTERPRETATION

2.1 In interpreting these General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these General Conditions of Contract.

2.2 If sectional completion is specified in the Special Conditions of Contract, references in the General Conditions of Contract to the Works, the Completion Date, and the

Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority—
- (a) Agreement,
 - (b) Notice of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities or Activity Schedule, and
 - (i) any other document listed in SCC as forming part of the Contract.
- 2.4 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.

3. CORRUPTION AND FRAUD

- 3.1 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-Corruption legal framework
- 3.2 In line with the existing ant-corruption law, regulations and policy, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the Bidding documents as part of the qualification criteria.

B. THE CONTRACT

4. CONTRACT DOCUMENTS

- 4.1 The documents forming the Contract shall be interpreted in the following order of priority—
- (a) Agreement;
 - (b) Notice of Award;
 - (c) Bidder's Bid;
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Statement of Requirements; and
 - (g) any other document listed in the SCC as forming part of the Contract.
- 4.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

4.3 No amendment, modification 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.

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

5. GOVERNING LAW

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

6. LANGUAGE

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC.

7. NOTICES

7.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

7.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

8. ASSIGNMENT

The Procuring and Disposing Entity or the Bidder shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

9. SUBCONTRACTING

9.1 The Bidder shall request approval in writing from the Procuring and Disposing Entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Bidder from any of its obligations, duties, responsibilities or liability under the Contract.

9.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 26.

10. CONTRACT AMENDMENTS

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

11. CHANGE IN LAWS

- 11.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Malawi or 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 Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.
- 11.2 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 contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

12. TAXES AND DUTIES

- 12.1 The Bidder shall bear and pay all taxes, duties, and levies imposed on the Bidder, by all town, municipal, city or national government authorities, both within and outside Republic of Malawi, in connection with the provision of the Services to be supplied under the Contract.
- 12.2 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 prevailing at the date twenty-eight (28) days prior to the date of Bid submission in the Republic of Malawi (called "tax" in this clause). 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 wa
- 12.3 s
- 12.4 or will be assessed on the Bidder, 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.

13. FORCE MAJEURE

- 13.1 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.

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- 13.2 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.
- 13.3 er. Such events may include, but not be limited to, acts of the Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 13.4 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
- 13.5 er the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. TERMINATION

- 14.1 The Procuring and Disposing Entity may terminate this Contract, by not less than thirty days’ written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause and 60 days’ notice in the case of the event referred to in paragraph (f)—
- (a) the Bidder fails to remedy a failure in the performance of its obligations under the Contract, within thirty days after being notified or within such period as the Procuring and Disposing Entity may have subsequently approved in writing;
 - (b) the Bidder becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or
 - (c) amalgamation;
 - (d) the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 16 hereof;
 - (e) the Bidder is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Bidder, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
 - (g) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

14.2 The Bidder may terminate this Contract, by not less than thirty days' written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in (a) to (d) below, if—

- (a) the Procuring and Disposing Entity fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to GCC Clause 16, within forty-five days after receiving written notice from the Bidder that such payment is overdue;
- (b) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Bidder's notice specifying such breach;
- (c) the Procuring and Disposing Entity is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (d) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 16 hereof.

14.3 Upon termination of this Contract pursuant to Clauses 14.1 or 14.2, the Procuring and Disposing Entity shall make the following payments to the Bidder—

- (a) Remuneration pursuant to Clause 21 for Services satisfactorily performed prior to the effective date of termination; and
- (b) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 14.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents.

15. CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of the Contract pursuant to GCC Clause 13, or upon completion of the Contract pursuant to GCC Clause 19 hereof, all rights and obligations of the Parties shall cease, except—

- (a) such rights and obligations as may have accrued on the date of termination or expiry;
- (b) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 29; and
- (c) any right which a Party may have under the Governing Law.

16. CESSATION OF SERVICES

Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 13, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

17. SETTLEMENT OF DISPUTES

17.1 The Procuring and Disposing Entity and the Bidder shall make every effort to, amicably, resolve disputes arising between them under or in connection with the Contract or interpretation thereof.

17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration Law of the Republic of Malawi or such other formal mechanisms

17.3 specified in the SCC.

18. LIQUIDATED DAMAGES

18.1 Except as provided under GCC Clause 12, if the Bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring and Disposing 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.

18.2 Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to GCC Clause 13.

19. COMMENCEMENT OF SERVICES

The Bidder shall commence the Services within 30 days after the Contract becomes effective, or at such other date as may be specified in the SCC.

20. COMPLETION PERIOD AND COMPLETION OF THE SERVICES

The completion period within which the Services are required to be performed shall be detailed in the SCC.

G. OBLIGATIONS OF THE PROCURING AND DISPOSING ENTITY

21. PROVISION OF INFORMATION AND ASSISTANCE

- 21.1 The Procuring and Disposing Entity shall supply the Bidder with any information or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring and Disposing Entity at the end of the period of the Contract.
- 21.2 The Procuring and Disposing Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 The Procuring and Disposing Entity shall give the Bidder access to its premises, where required for the performance of the Services, and assist the Bidder with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

H. PAYMENT

22. CONTRACT PRICE

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23. PRICE ADJUSTMENTS

Prices charged by the Bidder for the services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

24. GENERAL PAYMENT PROCEDURE

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- 24.1 Unless otherwise specified in the SCC, payments shall be made by the Procuring and Disposing Entity, no later than 30 days after submission of a request for payment by the Bidder.
- 24.2 The Bidder's request for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- 24.3 The Procuring and Disposing Entity shall notify the Bidder of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the
- 24.4 corrected request for payment. The Procuring and Disposing Entity shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payme
- 24.5 nt made and costs authorised to be incurred by the Bidder, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.
- 24.6 If the Procuring and Disposing Entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Bidder for each day of delay at the rate stated in the SCC.
- 24.7 The currency in which payments shall be made to the Bidder under this Contract shall be specified in SCC.
- 24.8 Unless otherwise stated in the SCC, where any payment is as an advance payment, payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

I. OBLIGATIONS OF THE BIDDER

25. OBLIGATIONS OF THE BIDDER

- 25.1 The Bidder shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 25.2 The Bidder shall respect and abide by all laws and regulations in force. The Bidder shall indemnify the Procuring and Disposing Entity against any claims and proceedings arising from any infringement by the Bidder, its sub-contractors or their employees of such laws and regulations.
- 25.3 The Bidder shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and oc
- 25.4 cupational health hazards for the personnel of the Procuring and Disposing Entity in particular, and shall employ the most recent technology, safe and effective

equipment, machinery, materials and methods, as necessary. The Bidder shall always act, in respect of any matter relating to

25.5 this Contract, to safeguard the Procuring and Disposing Entity's legitimate interests, pursuant to Conditions of this Contract

25.6 The Bidder shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood that the Bidder shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;

(b) any other action that may be specified in the SCC.

25.7 The Bidder shall furnish the Procuring and Disposing Entity with any personnel data or information required by the Procuring and Disposing Entity to arrange the provision of documentation required in accordance with GCC Clause 20.3.

26. ELIGIBILITY

26.1 The Bidder and its Subcontractors shall have the nationality of an eligible country. A Bidder or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

26.2 The Bidder and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

27. CODE OF CONDUCT

The Bidder shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

28. INDEMNIFICATION

28.1 At its own expense, the Bidder shall indemnify, protect and defend, the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Bidder in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

28.2 At its own expense, the Bidder shall indemnify, protect and defend the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Bidder's failure to perform its obligations provided that:

- (a) the Bidder is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;
- (b) the ceiling on the Bidder's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Bidder's wilful misconduct; and
- (c) the Bidder's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

28.3 The aggregate liability of the Bidder to the Procuring and Disposing Entity shall not exceed the total contract value or such other amount specified in the SCC.

28.4 The Bidder shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) the Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Bidder, or requiring the Bidder to implement a decision or recommendation with which the Bidder disagrees or on which it expresses a serious reservation; or
- (b) the improper execution of the Bidder's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.

28.5 The Bidder shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

29. INSURANCE TO BE TAKEN OUT BY THE BIDDER

29.1 The Bidder shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring and Disposing Entity as shall be specified in the SCC.

29.2 The Bidder shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

30. ACCOUNTING, INSPECTION AND AUDITING

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

I. PERFORMANCE OF THE SERVICES

31. SCOPE OF SERVICES

31.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

31.2 The Services shall be performed at such sites as are specified in the Statement of Requirements.

32. BIDDER'S PERSONNEL

32.1 The Bidder shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Bidder shall be responsible for the performance of the Personnel.

32.2 If required by the Agreement, the Bidder shall ensure that a manager, acceptable to the Procuring and Disposing Entity, takes charge of the performance of the Services.

33. WORKING HOURS OF THE PERSONNEL

Where the Services are performed on a regular basis at the premises of the Procuring and Disposing Entity, the Bidder shall work during the hours agreed with the Procuring and Disposing Entity where not specified in the Statement of Requirements or the SCC.

34. REPLACEMENT OF PERSONNEL

If the Procuring and Disposing Entity requests the Bidder in writing to remove a person who is a member of the Bidders staff or work force, stating the reasons, the Bidder shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

35. PERFORMANCE SECURITY

35.1 If so stated in the SCC, the Bidder shall, within 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 or in a freely convertible currency acceptable to the Procuring and Disposing Entity.

35.2 The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

35.3 The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

35.4 The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Bidder not later than 30 days following the date of completion of the Bidder's performance obligations under the Contract, unless specified otherwise in the SCC.

SECTION 9: 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(h)	The Procuring and Disposing Entity is: Reserve Bank of Malawi
GCC 1.1 (k)	The Site is: Lilongwe
GCC 5.1	The governing law shall be: Laws of Malawi
GCC 6.1	The language shall be: English
GCC 7.1	For notices , the Procuring and Disposing Entity's address shall be, Attention: : Chairperson, Internal Procurement & Disposal Committee Street Address : Convention Drive Name of the Building: Reserve Bank of Malawi Postal Address : P.O Box 30063, Capital City City : Lilongwe 3 Telephone : 0111 770 600 Email address: procurement@rbm.mw

GCC clause reference	Special Conditions
	For notices , the Supplier's address shall be, Attention : Street Address : Name of the Building : Postal Address : Town/ City : Telephone : Email address :
GCC 12.1	The Bidder shall be responsible for all import duties and taxes except for the following: N/A
GCC 17.2	The formal mechanism for the resolution of disputes shall be: Arbitration
GCC 18.1	The liquidated damages shall be: 0.5% per week
GCC 18.1	The maximum total percentage for liquidated damages shall be: 10%
GCC 23.1	The price adjustment shall be: N/A
GCC 24.1	The terms of payment shall be: Bank transfer
GCC 24.5	The currency for payments shall be: Malawi Kwacha
GCC 24.6	An Advance Payment Guarantee [<i>shall or shall not</i>]required. The period of validity of the Advance Payment Guarantee shall be: N/A
GCC 28.1	The insurance coverage shall be: 10%
GCC 35.1	The amount of the Performance Security shall be: 10% The currency shall be: Malawi Kwacha
GCC 35.3	The types of acceptable Performance Securities are: Bank Guarantee
GCC 35.4	Discharge of Performance Security shall take place: at Reserve Bank of Malawi.

SECTION 10: CONTRACT FORMS

LIST OF FORMS

1. Agreement
2. Performance Security
3. Advance Payment Security

AGREEMENT

THIS AGREEMENT made this..... day of, 20 , between of (hereinafter called the “Procuring and Disposing Entity) of the one part, and of (hereinafter called the “Supplier”), of the other part:

WHEREAS—

- (a) the Procuring and Disposing Entity invited Bids for certain Services and Related Goods, viz.,; and
- (b) has accepted a Bid by the Supplier for the provision of those Services and Related Goods in the sum of (hereinafter called the “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the Statement of Requirements;
 - (e) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (f) the Procuring and Disposing Entity’s Notification to the Supplier of award of Contract; and
 - (g) Letter of Acceptance
3. In consideration of the payments to be made by the Procuring and Disposing Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring and Disposing Entity to provide the Services and Related Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring and Disposing Entity hereby covenants to pay the Supplier in consideration of the provision of the Services and Related Goods and the remedying of defect s 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 on the day, month and year indicated above.

for the Procuring and Disposing Entity

Namein the capacity of

Signature.....

Witness

.....Signature.....

For and on behalf of the Supplier

Namein the capacity of

Signature.....

WitnessSignature

PERFORMANCE SECURITY

Date:

Procurement Reference Number:

To:

WHEREAS (hereinafter called the “Supplier”) has undertaken, pursuant to Contract No. dated, 20 to provide..... (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Performance Security issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in, (hereinafter called the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the day of, 20....

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded

Name In the capacity of
.....

Signed
.....
.....

Duly authorised to sign the authorisation for and on behalf of

Dated on day of, 20....

ADVANCE PAYMENT SECURITY

Date:
Procurement Reference Number:

To:
.....

In accordance with the payment provision included in the Contract, in relation to advance payments, (hereinafter called the “Supplier”) shall deposit with the Purchaser a security consisting of, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of

We, the undersigned, legally domiciled in (hereinafter the “Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring and Disposing Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until, 20 ...

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name In the capacity of

Signed
.....
Duly authorised to sign the authorisation for and on behalf of
.....

.....
Dated on day of;
20.....