



Republic of Malawi



PublicPrivate
Partnership
Commission

Request for Proposals Document

For the

Procurement of Consultancy services

(Lump Sum Contracts)

Subject of Procurement	Provision of Consultancy Services as PPP Transaction Advisors for the Construction of an Office Complex for Malawi Communications Regulatory Authority (MACRA) in Lilongwe
Procurement Reference Number	PPPC/MACRA/CNS/71/10-2024
Procurement Method	Request for Proposals
Basis of Selection	Quality and Cost Based Selection (QCBS)
Date of Issue of Request for Proposals Document	25 th March 2024.

Table of Contents

Part 1 - Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 - Schedule of Requirement

Section 6 – Terms of Reference

Part 3 - Contract

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 – Schedule of Requirements

Section 6 – Terms of Reference

Part 3 - Contract

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Section 1: Instructions to Bidders

Table of Contents

A.	General.....	7
1.	Scope of Proposal.....	7
2.	Source of Funds	7
3.	Eligible Bidders.....	7
4.	Conflict of Interest	7
5.	Corrupt or Fraudulent Practices	8
B.	Request for Proposals Document.....	9
6.	Sections of Request for Proposals Document	9
7.	Clarification of Request for Proposals Document.....	9
8.	Amendment of Request for Proposals Document	9
C.	Preparation of Proposals	10
9.	Preparation of Proposals	10
10.	Language of Proposals	10
11.	Joint Ventures, Associations and Subcontracting	10
12.	Professional Staff	10
13.	Contents of Technical Proposals	11
14.	Contents of Financial Proposals	11
15.	Currencies of Proposal	12
D.	Submission and Opening of Proposals	12
16.	Submission of Proposal.....	12
17.	Validity of Proposal	13
18.	Withdrawal, Substitution and Modification of Proposals	13
19.	Proposal Opening.....	13
E.	Evaluation of Proposals	14
20.	Confidentiality	14
21.	Clarification of Proposals.....	14
22.	Responsiveness of Proposals.....	14
23.	Nonconformities, Errors and Omissions	15
24.	Preliminary Examination of Proposals.....	15
25.	Technical Evaluation of Proposals	15
26.	Financial Proposal Opening	15
27.	Financial Evaluation of Proposals.....	16
28.	Comparison of Proposals	16
29.	Negotiations	16
F.	Award of Contract	17
30.	Award of Contract.....	17

Section I. Instructions to Bidders

A. General

1. Scope of Proposal

- 1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals for the consulting services described in Section 6, Terms of Reference. The proposal could form the basis for future negotiations and ultimately a contract between your firm and the Procuring and Disposing Entity.
- 1.2 The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Procuring and Disposing Entity.

2. Source of Funds

- 2.1 The Procuring and Disposing Entity has an approved budget from public funds towards 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 this Request for Proposals is 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. Eligible Bidders

- 3.1 A Bidder shall:
 - (a) have the legal capacity to enter into a contract;
 - (b) not be 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) have fulfilled their obligations to pay taxes according to the tax laws of their country of registration.
- 3.2 In order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Proposal appropriate documentary evidence demonstrating its compliance.
- 3.3 All bidders (including all members of a joint venture, subconsultants and Personnel) shall have the nationality of an eligible country, as defined in Section 5, Eligible Countries.
- 3.4 Government-owned enterprises in the Republic of Malawi may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Procuring and disposing entity.
- 3.5 A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 5.1(c), at the date of the deadline for proposal submission or thereafter, shall be disqualified.

4. Conflict of Interest

- 4.1 The Government of the Republic of Malawi (hereinafter called “the Government”) requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring and Disposing Entity’s interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Suppliers, and any of their affiliates, shall

be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (a) A firm that has been engaged by the Procuring and Disposing Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring and disposing Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring and Disposing Entity in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
 - (c) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring and Disposing Entity's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment (iii) a member of the Procuring and Disposing Entity's Internal Procurement Committee, or (iv) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.
- 4.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring and Disposing Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 4.3 No agency or current employees of the Procuring and Disposing Entity shall work as a Consultant under their own ministries, departments or agencies. Recruiting former government employees of the Procuring and Disposing Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. Bidders should be aware that existing government employees can only be nominated as personnel in Technical Proposals in accordance with the Government of Malawi's current regulations concerning external employment for government employees.
- 4.4 If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring and Disposing Entity shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

5. Corrupt or Fraudulent Practices

- 5.1 The Government requires that Procuring and Disposing Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the

procurement and execution of such contracts. In pursuance of this policy, the Government:

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

B. Request for Proposals Document

6. Sections of Request for Proposals Document

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

Part 1 Bidding Procedures

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

Part 2 Schedule of Requirements

- Section 6 Terms of Reference

Part 3 Contract

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

7. Clarification of Request for Proposals Document

- 7.1 Bidders requiring a clarification of the Request for Proposals Document must notify the Procuring and disposing entity, in writing, not later than fourteen (14) days before the proposal submission date. Any request for clarification shall be sent to the Procuring and disposing entity's address indicated in the BDS. The Procuring and disposing entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders.

8. Amendment of Request for Proposals Document

- 8.1 At any time before the submission of proposals, the Procuring and Disposing Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the Documents by amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Procuring and disposing entity may at its discretion extend the deadline for the submission of proposals.

C. Preparation of Proposals

9. Preparation of Proposals

- 9.1 You are requested to submit separate technical and financial proposals.
- 9.2 In preparing the proposal, you are expected to examine all terms and instructions included in the Request for Proposals Document. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 9.3 To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Procuring and Disposing Entity before submitting a proposal and attend a pre-proposal conference if specified in the BDS. Bidders must fully inform themselves of local conditions and take them into account in preparing their proposal.
- 9.4 The Procuring and Disposing Entity shall provide the inputs specified in the Terms of Reference, assist the Supplier in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 9.5 Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring and Disposing Entity, are not reimbursable as a direct cost of the Assignment;
- 9.6 Please note that the Procuring and Disposing Entity is not bound to accept any of the proposals submitted.

10. Language of Proposals

- 10.1 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English.
- 10.2 Study reports must be in the Language(s) specified in the Terms of Reference. Working knowledge of the national language by the firm's personnel is recommended.

11. Joint Ventures, Associations and Subcontracting

- 11.1 If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other firms or entities or by sub-contracting as appropriate.
- 11.2 Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.
- 11.3 International Bidders for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, associating with or subcontracting part of the assignment to national Consultants.
- 11.4 The same subconsultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS.

12. Professional Staff

- 12.1 The estimated number of key professional staff-months required for the Assignment is stated in the BDS. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. Alternatively, for fixed-budget assignments, the available

budget is given in Section 3, Evaluation Criteria and the Financial Proposal shall not exceed this budget.

- 12.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.
- 12.3 Proposed staff should have experience under conditions similar to those prevailing in the Republic of Malawi.
- 12.4 No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13. Contents of Technical Proposals

13.1 Your technical proposal shall provide the following and any additional information, using the formats included in Section 4, Bidding Forms:

- (a) The Technical Proposal Submission Sheet (Section 4, Form T1);
- (b) A brief description of the Bidder's organisation and an outline of recent experience on assignments of a similar nature. (Section 4, Form T2). For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
- (c) Any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring and Disposing Entity (Section 4, Form T3);
- (d) A description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);
- (e) The composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);
- (f) CVs recently signed by the proposed key professional staff or an authorized manager in the home office (Section 4, Form T6). Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;
- (g) A Staffing Schedule, showing estimates of the total staff input to be provided to carry out the Assignment (Section 4, Form T7), supported by bar chart diagrams showing the time proposed for each professional staff member;
- (h) A Work Schedule, showing the timing proposed for each activity, which must be consistent with the methodology and workplan described in the proposal (Section 4, Form T8); and
- (i) Any additional information requested in the BDS.

13.2 The technical proposal shall not include any financial information.

14. Contents of Financial Proposals

14.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Bidding Forms:

- (a) Financial Proposal Submission Sheet (Section 4, Form F1);
- (b) Summary of Proposal (or Activity) Price (Section 4, Form F2);
- (c) Summary of Fees (Section 4, Form F3);
- (d) Summary of Reimbursables (Section 4, Form F4); and
- (e) Any additional information requested in the BDS.

14.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:

- (a) Fees for staff, indicating rates for home and field work, where appropriate; and
 - (b) Reimbursable expenditure, such as subsistence, transportation (international and local for mobilisation and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.
- 14.3 Where indicated in the BDS, the total proposal price shall be broken down into separate activities and forms F2 to F4 shall be completed for each activity.
- 14.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed on the Consultant and their personnel (other than nationals of or permanent residents in the Republic of Malawi), unless the BDS specifies otherwise.
- 14.5 The completed financial proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the: breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;
- 14.6 Where commissions and gratuities have or shall be paid by the Bidder in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

15. Currencies of Proposal

- 15.1 Bidders may express the price of their services in Malawi Kwacha or any freely convertible currency, unless otherwise indicated in the BDS. Bidders may not use more than three currencies. The Procuring and Disposing Entity may require Bidders to state the portion of their price representing local cost in Malawi Kwacha, if so indicated in the BDS.

D. Submission and Opening of Proposals

16. Submission of Proposal

- 16.1 Bidders shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the BDS. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal," and the financial proposals in one marked "Financial Proposal." The envelope containing the financial proposal shall also bear a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the BDS. The envelope shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE INTERNAL PROCUREMENT COMMITTEE."

- 16.2 In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorized Supplier's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. All pages of the technical proposal shall be initialed by the person or persons signing the proposal.
- 16.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 16.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the BDS to the address indicated in ITB Sub-Clause 16.1. The Procuring and disposing entity shall not consider any proposal that arrives after the deadline for submission of proposal. Any proposal received by the Procuring and Disposing Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Bidder.

17. Validity of Proposal

- 17.1 The proposals shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, Bidders shall keep available the professional staff proposed for the assignment. The Procuring and disposing entity shall make its best effort to complete negotiations within this period.

18. Withdrawal, Substitution and Modification of Proposals

- 18.1 A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 16.2. The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:
- (a) Submitted in accordance with ITB Clause 16 (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 proposals, in accordance with ITB Sub-Clause 16.5.
- 18.2 Proposals requested to be withdrawn in accordance with ITB Sub-Clause 18.1 shall be returned unopened to the Bidders.
- 18.3 No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and expiry of the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet or any extension thereof.

19. Proposal Opening

- 19.1 The Procuring and Disposing Entity shall conduct the proposal opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS.
- 19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding proposal. No proposal withdrawal, substitution or modification shall be permitted unless the corresponding notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at proposal opening. Only envelopes that are opened and read out at proposal opening shall be considered further.

- 19.3 All other outer envelopes shall be opened one at a time, the technical proposals within them opened, reading out: the name of the Bidder and any other details as the Procuring and Disposing Entity may consider appropriate.
- 19.4 No proposal shall be rejected at proposal opening except for late proposals, in accordance with ITB Sub-Clause 16.4. Only proposals that are opened and read out at the proposal opening shall be considered further.
- 19.5 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the result established.
- 19.6 The Procuring and Disposing Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. 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 shall be distributed to all Bidders, who formally request a copy.

E. Evaluation of Proposals

20. Confidentiality

- 20.1 Information relating to the examination, evaluation and comparison of proposals, and recommendation for 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.
- 20.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation and comparison of the proposals or Contract award decisions shall result in the rejection of its proposal.

21. Clarification of Proposals

- 21.1 To assist in the examination, evaluation and comparison of the proposals, the Procuring and disposing entity may, at its discretion, ask any Bidder for a clarification of its proposal. Any clarification submitted by a Bidder in respect to its proposal, 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. No change in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the financial evaluation of the proposals, in accordance with ITB Clause 27.

22. Responsiveness of Proposals

- 22.1 The Procuring and Disposing Entity's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.
- 22.2 A substantially responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals 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 Consultancy Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Request for Proposals, the Procuring and Disposing Entity's rights or the Supplier's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.

22.3 If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring and Disposing and Disposing Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

23. Nonconformities, Errors and Omissions

23.1 Provided that a proposal is substantially responsive, the Procuring and Disposing Entity may waive any non-conformities or omissions in the proposal that do not constitute a material deviation.

23.2 Provided that a proposal 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 proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Bidder to comply with the request may result in the rejection of its proposal.

24. Preliminary Examination of Proposals

24.1 The Procuring and Disposing Entity shall examine the proposals to confirm that:

- (a) the Bidder meets the eligibility criteria defined in ITB Clause 3;
- (b) the proposal has been properly signed;
- (c) all documents and information requested in ITB Clause 13 have been provided; and
- (d) the proposal is substantially responsive to the requirements of the RFP document.

24.2 The Procuring and Disposing Entity shall confirm that the following documents and information have been provided:

- (a) Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;
- (b) Separately sealed financial proposal;
- (c) Written confirmation of authorization to commit the Bidder;
- (d) Any other documentation as may be required by the Procuring and Disposing Entity

24.3 If the proposal fails to meet the criteria specified in ITB Sub-Clause 24.1, it shall be rejected.

25. Technical Evaluation of Proposals

25.1 The Procuring and Disposing Entity shall technically evaluate the proposals on the basis of the Bidder's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and maximum points specified in Section 3. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

25.2 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

26. Financial Proposal Opening

26.1 After the technical evaluation is completed, the Procuring and Disposing Entity shall notify those Bidders whose proposals will not pass to the financial evaluation, indicating that their financial proposals will be returned unopened after completing the evaluation process. The Procuring and disposing entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date and time set for opening the financial proposal(s). The opening date shall not be sooner than one week after the notification date. The

notification will be sent in writing.

- 26.2 The financial proposal(s) shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical quality score and the proposal price(s) shall be read aloud and recorded when the financial proposal(s) are opened. The Procuring and disposing entity shall prepare minutes of the public opening.

27. Financial Evaluation of Proposals

- 27.1 The Procuring and Disposing Entity shall financially evaluate each proposal that has been opened as stated in ITB Clauses 26.1 and 26.2 above.

- 27.2 The Procuring and disposing entity will determine whether the financial proposals are complete. In the case of lump sum contracts, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 27.3 The Procuring and Disposing Entity will correct any 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.

If the Bidder that submitted the best evaluated proposal does not accept the correction of errors, its proposal shall be disqualified.

- 27.4 Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal no corrections shall be applied to the Financial Proposal in this respect.

- 27.5 The Procuring and Disposing Entity shall convert all proposal prices expressed in various currencies into the single currency specified in the BDS, using the official selling exchange rate established by the source 14 calendar days prior to the date of submission of the proposals, as specified in the BDS.

- 27.6 The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated in accordance with ITB Sub-Clause. 14.3, unless otherwise indicated in the BDS.

28. Comparison of Proposals

- 28.1 The Procuring and Disposing Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation Criteria.

29. Negotiations

- 29.1 Prior to the expiry of proposal validity, the Procuring and Disposing Entity shall notify the successful bidder in writing and invite it to negotiate the Contract at the location indicated in the BDS.

- 29.2 The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

- 29.3 Negotiations shall commence with a discussion of the technical proposal, including the proposed

methodology, work plan, staffing and any suggestions to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the staffing and work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Supplier within the available budget and to defining clearly the inputs required from the Procuring and Disposing Entity to ensure satisfactory implementation of the Assignment.

- 29.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates. The fee rates will not be subject to negotiation, except in the case of Quality Based Selection.
- 29.5 Having selected the lowest evaluated proposal on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring and Disposing Entity expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Procuring and disposing entity shall require assurances that the staff members will be actually available. The Procuring and disposing entity shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 29.6 The negotiations shall be concluded with a review of the draft form of the contract. The Procuring and Disposing Entity and the Bidder shall finalise the contract to conclude negotiations. If negotiations fail, the Procuring and Disposing Entity shall invite the next ranked Bidder to Contract negotiations.

F. Award of Contract

30. Award of Contract

- 30.1 The Procuring and Disposing Entity shall award the Contract to the Bidder whose proposal has been determined to be the best evaluated proposal and is substantially responsive to the Request for Proposals, subject to satisfactory negotiations and provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 3.
- 30.2 Notwithstanding ITB Sub-Clause 30.1, the Procuring and Disposing Entity reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring and Disposing Entity's action.
- 30.3 The Bidder whose proposal has been accepted will be notified of the award in writing by the Procuring and Disposing Entity prior to expiration of the proposal validity period. Following contract award, the Procuring and Disposing Entity shall promptly inform the other Bidders that their proposals have not been selected.
- 30.4 The Procuring and disposing entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003

Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: Public Private Partnership Commission
ITB 1.2	The procurement reference number is: PPPC/MACRA/CNS/71/10-2024 . The assignment is: Provision of Consultancy Services as PPP Transaction Advisors for the Construction of an Office Complex for Malawi Communications Regulatory Authority (MACRA) in Lilongwe
B. Request for Proposals Document	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Procuring and Disposing Entity's address is: Public Private Partnership Commission</p> <p>Attention: Director of Projects Development and Transactions</p> <p>Street Address: Glyn Jones Road</p> <p>Floor/Room number: Second floor-Livingstone Towers</p> <p>Town/City: Blantyre</p> <p>P.O Box: 937 Blantyre</p> <p>Country: MALAWI</p> <p>Telephone: +265 1 823 655</p> <p>Facsimile number: +265 1 821 248</p> <p>Electronic mail address: info@pppc.mw</p> <p>Replies to clarifications requested by bidders will not be emailed directly to bidders. All responses to clarifications will be uploaded on the PPPC and PPDA websites and bidders are solely responsible for monitoring the websites during the bidding process for all clarifications/amendments with respect to this RFP.</p>
C. Preparation of Proposals	
ITB 9.3	<p>A pre-proposal meeting shall be held.</p> <p>Date: 4th April 2024 Time: 10:00 HRS</p> <p>Address for Pre-proposal meeting: Public Private Partnership Commission</p> <p>Street Address: Glyn Jones Road</p>

Instructions to Bidders (ITB) reference	Data relevant to ITB
	<p>Floor/Room number: 2nd Floor, Livingstone Towers</p> <p>Town/City: Blantyre</p> <p>Postal Code: N/A</p> <p>Country: Malawi</p> <p>Contact Name: Paul Kachepa</p> <p>Telephone: +265 1 823 655</p> <p>Facsimile number: +265 1 821 248</p> <p>Email: info@pppc.mw</p> <p>Consultants may also join the meeting remotely through the following Link:</p> <p>Join the meeting now</p> <p>Meeting ID: 351 025 685 583</p> <p>Passcode: pDUzuJ</p> <p>or</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWU5MDUxNWEtNzc2Mi00NzgWLTk4MzEtZWVkMGRhNGFkYzdj%40thread.v2/0?context=%7b%22Tid%22%3a%229652d6c5-7fcd-4c36-a772-f6d2c6f13b67%22%2c%22Oid%22%3a%229f77c263-2b28-4675-900b-8a2748264462%22%7d</p>
ITB 10.1	The language of the proposal is English .
ITB 11.1	A Bidder shall not obtain the Procuring and Disposing Entity's permission to enter into a Joint Venture with other Consultants not invited for this assignment.
ITB 11.2	Not Applicable.
ITB 11.4	Limits on subcontracting are: not applicable as sub-contracting shall not be allowed
ITB 12.1	The estimated number of key professional staff-months is: 9 Man Months
ITB 13.1 (i)	The technical proposal shall include the following additional information: None
ITB 14.1 (e)	The financial proposal shall include the following additional information: (a) Tax Clearance Certificate
ITB 14.3	The total proposal price shall be broken down into separate activities.
ITB 14.4	The financial proposal shall indicate local taxes as a separate amount.

Instructions to Bidders (ITB) reference	Data relevant to ITB
ITB 15.1	<p>Bidders may express the price of their services in any freely convertible currency.</p> <p>Bidders shall state the portion of their price representing local cost in Malawi Kwacha.</p>
D. Submission and Opening of Proposals	
ITB 16.1	In addition to the original of the proposal, the number of copies is: 4
ITB 16.1	<p>The <u>address for proposal submission</u> is:</p> <p style="text-align: right;">Public Private Partnership Commission</p> <p>Attention: The Chairperson, Internal Procurement and Disposal Committee</p> <p>Street Address: Livingstone Towers, Glyn Jones Road</p> <p>Floor/Room number: 2nd Floor</p> <p>Town/City: Blantyre</p> <p>P.O. Box No: 937</p> <p>Country: MALAWI</p> <p>In addition to the address, the outer envelope shall bear the following information:</p> <p style="margin-left: 40px;">(a) the procurement reference number;</p> <p style="margin-left: 40px;">(b) the title of the assignment; and</p> <p style="margin-left: 40px;">(c) the name and address of the Bidder.</p>
ITB 16.2	The representative's authorisation shall be confirmed by a written power of attorney .
ITB 16.4	<p>The deadline for proposal submission is:</p> <p>Date: 24th April 2024, 2024, Time (local time): 14:00 Hours</p>
ITB 17.1	The proposal validity period shall be 180 days .
ITB 19.1	<p>For <u>proposal opening purposes</u> only, the Procuring and Disposing Entity's address is: The PPP Boardroom</p> <p>Street Address: Livingstone Towers, Glyn Jones Road</p> <p>Floor/Room number: 2nd Floor, Conference Room</p> <p>Town/City: Blantyre</p> <p>Country: MALAWI</p> <p>The time for proposal opening is: 14:00 Hours</p> <p>Date: 24th April 2024</p> <p>Time (local time): 14:00 Hours Local Time</p>

Instructions to Bidders (ITB) reference	Data relevant to ITB
E. Evaluation of Proposals	
ITB 27.5	<p>The currency that shall be used for proposal evaluation and comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: United States Dollar</p> <p>The source of exchange rate shall be: Reserve Bank of Malawi</p>
ITB 27.6	The evaluation shall include all taxes, duties, fees, levies and other charges.
ITB 29.1	<p>For negotiations purposes only, the Procuring and Disposing Entity's address is: The Public Private Partnership Commission</p> <p>Street Address: Livingstone Towers Glyn Jones Road</p> <p>Floor/Room number: 2nd Floor</p> <p>Town/City: Blantyre</p> <p>Country: MALAWI</p>

Section 3. Evaluation 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 proposal and determine the best evaluated proposal. No other factors, methods or criteria shall be used.

1. Evaluation Methodology

The methodology for the evaluation of proposals will be **Quality and Cost Based Selection (QCBS)**

2. Technical Evaluation Criteria

The technical criteria and maximum number of points to be given under each are:

No.	Criteria / Sub Criteria	Points
I	Specific experience of the Bidder related to the assignment	5
	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference as follows:	
II	a) Technical Approach and Methodology	10
	b) Work Plan	5
	c) Organising and Staffing	10
III	Qualifications and competence of the key staff for the assignment:	
	Project Team Leader	
	Should have a master's degree in any of these specialties; law, economics, finance and engineering or equivalent qualification.	
a)	Should demonstrate having a minimum of 10 years' experience in Office Complex projects and/or shopping malls and/or Hotels under PPP framework. PPP expert with a minimum of 10 years of developing, analysing and structuring PPP transaction.	10
	Financial and Commercial analyst	
	Should have a master's degree in finance, Economics or related qualifications. Should demonstrate having a minimum of 10 years of experience in analysing PPP financial viability, economic appraisal and developing financial models for infrastructure projects	10
	Legal Expert	
	Should have a minimum of a bachelor's degree in law from a recognised institution. Should demonstrate having knowledge in Malawi Law, with 10 years' experience in project finance, legal and regulatory analyses and reviews and PPP contracting	5
	Lead Architect	
	Should have a minimum of a bachelor's degree in architectural studies or any other related field. He / She must also be familiar with the Malawi operational environment, with at least 10 years' experience and registered with a relevant professional body.	5
	Town Planner	
e)	Should have a minimum of a bachelor's degree in urban and Regional	5

	Planning, Architecture, Building or its equivalent with a minimum of 10 years of experience	
	Environmental and social impact expert	
f)	Should have a Master of Environmental Science with at least 10 years' experience in similar complex infrastructure transactions including Rail projects and exposure to PPP Projects	5
	Quantity surveyor/ cost engineer	
g)	Should have a minimum of a bachelor's degree in quantity surveying or in any other related field with a minimum of a 10 years of experience and registered with a relevant professional body.	5
	Structural Engineer	
h)	Should have a minimum of a bachelor's Degree in Structural Engineering, Civil Engineering or in any other related field with a minimum of 10 years of experience and fully registered with relevant professional body	5
	Services Engineer	
i)	Should have a minimum of a bachelor's degree in services engineering or in any other related field with a minimum of a 10 years of experience	5
IV	Transfer of knowledge (training) program	5
V	Participation by nationals among proposed Key Experts calculated as a ratio of the national Key Experts' time-input (in man-days) to the total number of Key Experts' time-input (in man-days) in the Consultant's technical Proposal	10
Total		100

The number of points to be given under each evaluation sub-criteria for (a-i) qualifications of staff are:

Criteria	Maximum Points
(a) General qualifications (general education, training, and experience)	15
(b) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	75
(c) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10
Total Points	100

The proposals proceeding to the financial evaluation shall be all proposals reaching the minimum technical score of **75 points**.

3. Financial Evaluation and Comparison of Proposals

Proposals will be compared using the following methodology to determine the best evaluated proposal:

To determine financial scores for each proposal, the lowest priced proposal shall be given a financial score of 100, and other proposals shall be given a score proportionate to this, by application of the following formula:

$$Sf = 100 \times Fm/F \quad \text{in which:}$$

Sf denotes the financial score of the proposal under consideration.

Fm is the price of the lowest price proposal that passed the technical evaluation.

F denotes the price of the proposal under consideration.

A total score (S) will be determined for each proposal, by combining its technical (St) and financial (Sf) scores using the following formula and weightings:

$$S = (St \times T\%) + (Sf \times P\%)$$

The weights given to the scores of the Technical and Financial Proposals are:

$$T = 80$$

$$P = 20$$

Proposals will be ranked and the proposal achieving the highest total score will be recommended for contract award, subject to satisfactory negotiations.

Section 4 Bidding Forms

List of Forms

Technical Proposal – Standard Forms

- T1 Technical Proposal Submission Sheet.
- T2 Bidder’s Organisation and Experience.
- T3 Comments and Suggestions on the Terms of Reference.
- T4 Description of the Approach, Methodology and Work Plan for performing the Assignment.
- T5 Team Composition and Task Assignments.
- T6 Curriculum Vitae for Proposed Professional Staff.
- T7 Staffing Schedule.
- T8 Work Schedule.

Financial Proposal - Standard Forms

- F1 Financial Proposal Submission Sheet.
- F2 Summary of Proposal (or Activity) Price.
- F3 Summary of Fees.
- F4 Summary of Reimbursables.

Note to Bidders: This Technical Proposal 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 technical proposal.

T1 Technical Proposal Submission Sheet

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

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

To: **[insert complete name of Procuring and disposing entity]**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our proposal;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We, including any associates, Joint Venture partners or Subconsultants for any part of the contract, have nationals from eligible countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture, consortium or association, and the nationality of each subcontractor]**;
- (f) We do not have any conflict of interest as defined in ITB Clause 4;
- (g) We, our affiliates or subsidiaries – including any sub-consultants for any part of the assignment - are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi in accordance with ITB Sub-Clause 5.1(c);
- (h) We are not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring and disposing entity.
- (i) The names and physical addresses of the Directors of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

Name	Address

- (j) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our proposal;
- (k) We understand that this proposal, together with your written acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept any proposal that you may receive;

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

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

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

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

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

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T2 Bidder's Organisation and Experience

Bidder's Organisation

[Provide a brief (approximately two pages) description of your firm/entity (and each associate for the assignment) – background, organisation etc.]

Bidder's Experience

[Using the format below, provide information on relevant assignments carried out in the last five years which best illustrate your experience, where your firm/entity (and each associate for the assignment) provided services similar to the ones requested under this assignment. Please provide the name and contact details of the officer responsible for management by the client for each assignment.]

Assignment Name:	Approx. value of the contract (in current US\$)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months:
Contact Name	Contact Details
Address:	Approx. value of the services provided by your firm (in current US\$)
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	N ^o —of professional staff-months provided by associated Consultants:
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Bidder's Name: _____

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. If none, include form and state "None".

T3 Comments and Suggestions on the Terms of Reference

(including the data, services and facilities to be provided by the Procuring and disposing entity)

[Give any comments, suggestions or proposed improvements to the terms of reference e.g. deleting unnecessary activities, proposing additional activities, proposing different phasing etc. Any comments should be incorporated in your proposal.

Also give any comments on the data, services and facilities to be provided by the Procuring and disposing entity e.g. administrative support, office space, local transportation, equipment, data, counterpart staff etc.]

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T4 Description of Approach, Methodology and Work Plan for performing the Assignment

[It is suggested that you present your Technical Proposal divided into the following three chapters:

G.

- a) **Technical Approach and Methodology,**
- b) **Work Plan, and**
- c) **Organisation and Staffing,**

H.

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

I.

b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring and disposing entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.

J.

c) **Organisation and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

It is recommended that the approach, methodology and work plan, inclusive of charts and diagrams, should be no more than 50 pages.]

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T5 Team Composition and Task Assignments

Professional Staff				
Name	Firm	Area of Expertise	Position	Tasks Assigned

Note to Bidders: The information requested is required in the format provided below for each named member of professional staff and should be included by the Bidder in its technical proposal.

T6 Curriculum Vitae for Proposed Professional Staff

1. Proposed Position: *[only one candidate for each position]* _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education: *[indicate college/university and other specialised education, giving names of institutions, degrees obtained and dates of obtained]* _____

6. Membership of Professional Associations: _____

7. Other Training: *[indicate other significant training not included under Education]* _____

8. Countries of Work Experience: *[list countries of work experience in the last ten years]* _____

9. Languages: *[indicate proficiency in each language as good, fair or poor for speaking, reading and writing]* _____

10. Employment Record: *[starting with present position, list every employment held since graduation, stating dates of employment, employing organisation and positions held]* _____

From: *[year]* _____ **To:** *[year]* _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned:

[list all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

[indicate the following information for those assignments that best illustrate the member of staff's capability to handle the tasks listed under point 11]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member or authorised representative of the staff

Date: _____
Day/Month/Year



Full name of authorised representative: _____

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

Staff input should be counted from the start date of the assignment and indicated in weeks or months, as appropriate. Professional staff should be indicated individually by name; support staff should be indicated by category e.g. clerical staff. Input should be indicated separately for input at home and in the field and for foreign and national staff, for the purpose of calculating travel, subsistence etc.

T7 Staffing Schedule

No	Name of Staff	Foreign/ National	Staff Input (specify weeks or months)												Total Staff Input			
			1	2	3	4	5	6	7	8	9	10	11	12	In Malawi	Outside Malawi	Total	
Totals																		

 Full time input
 Part-time input

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

Indicate all main activities of the assignment, including milestones such as submission of reports and other deliverables. For phased assignments, indicate activities separately for each phase.

T8 Work

Schedule

No	Activity	Time Period (specify weeks or months)											
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

Note to Bidders: This Financial Proposal 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 financial proposal.

F1 Financial Proposal Submission Sheet

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

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

To: **[insert complete name of Procuring and disposing entity]**

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is: **[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]**, inclusive of local taxes **[amend if local taxes are not required to be included]**;
- (c) Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) 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. If none has been paid or is to be paid, indicate "none"]**;

Name and address of Recipient	Purpose Reason	Currency and Amount

- (e) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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

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

Note to Bidders: If BDS 14.3 requires the proposal price to be quoted separately for different Activities, complete this form as a “Summary of Activity Price” for each activity and complete one overall Summary of Proposal Price.

State the currencies under (currency 1), (currency 2) etc. Delete unused columns.

For lump sum contracts, this financial information will be used as a breakdown of contract price in Appendix C of the contract. For unit price contracts, this financial information will be used as the breakdown of cost estimates in Appendix C of the contract.

F2 Summary of Proposal (or Activity) Price

(Breakdown of Lump Sum or Cost Estimates)

State activity name or total proposal: _____

Cost item	Cost (currency 1)	Cost (currency 2)	Cost (currency 3)
Fees			
Reimbursables			
Local taxes			
Subtotals			

Note to Bidders: Complete this form for the total proposal or for each activity as indicated in the ITB.

The Bidder should complete a separate form for each currency or add currency columns and show up to three totals. Where required, enter separate rates for home and field work.

F3 Summary of Fees

State activity name or total proposal: _____ Currency: _____

Name	Position	Input Qty	Unit <i>(Days/months etc)</i>	Rate	Total
Total					

Note to Bidders: Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction. The Bidder should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as appropriate.

F4 Summary of Reimbursables

State activity name or total proposal: _____ Currency: _____

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Total				

Notes Local transportation costs are not to be included if local transportation is being made available by the Procuring and Disposing Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring and disposing entity.

Section 5. Eligible Countries

Procurement Reference Number: PPPC/MACRA/CNS/71/10-2024

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

30.5 A country shall not be eligible if:

- a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the provision of the services required; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any procurement of services from that country or any payments to persons or entities in that country.

Procurement Reference Number: PPPC/MACRA/CNS/71/10-2024

Section 6. Terms of Reference



PROVISION OF PPP TRANSACTION ADVISORY SERVICES FOR THE CONSTRUCTION OF AN OFFICE COMPLEX FOR MALAWI COMMUNICATIONS REGULATORY AUTHORITY IN LILONGWE

1. BACKGROUND

The Public Private Partnership Commission (PPPC) on behalf of the Government of Malawi, wishes to invite proposals from qualified consultants to provide PPP transaction Advisory Services for the Construction of a Central region Office Complex, which will include a shopping mall and Accommodation facilities for Malawi Communications Regulatory Authority (MACRA) (“The Authority”) in Lilongwe City, Central Region of Malawi.

MACRA was established pursuant to Section 4 of the Malawi Communications Act, Cap 68:01 of the Laws of Malawi, is to regulate and monitor the provision of communications services and ensure that, as far as it is practicable, reliable and affordable communications services are provided throughout Malawi. MACRA’s vision is to provide communications services for a digitally transformed nation.

The Government wishes to implement the Office Complex Project through a Public Private Partnership (PPP) arrangement as envisaged in the PPP Act of 2022. Through this, the Government hopes to optimise efficient delivery of the following output requirements at MACRA:

- i. Office space that shall accommodate over 200 employees at the current period and over 500 employees in the next five (5) years
- ii. Conference and meeting facilities
- iii. Shopping mall with all critical amenities (health and recreation facilities)
- iv. 5-star hotel

The Authority's primary goal for the project is to have an innovative and creative office complex that would serve as its headquarters, fused with a commercial business park and hotel, in a work-live-play environment. This is consistent with the national agenda 2063 that seeks to spur infrastructure development fused with technological innovation. The Authority would prefer the exploration of various financing mechanisms that shall fast-track the implementation of the project. For this project, MACRA has acquired two plots in Area 20 next to Capital Hill. The plots measure 2.1 hectares in total.

The Authority's consideration of PPPs in the construction of an Office Complex is in line with the following policy and legal instruments;

- Public Private Partnership Act (2022)
- Malawi 2063 Agenda through the Malawi Implementation Plan I (MIP 1)
- Sustainable Development Goals (2016 - 2030)

2. OBJECTIVES

The objectives of this assignment are to recruit transaction advisors, referred to herein as Advisors, who will assist MACRA and the PPP Commission in the development and implementation of the assignment:

- a. To determine the technical, legal, financial, economic and environmental feasibility of constructing an innovative Office Complex fused with conferencing and meeting facilities, shopping mall and a 5 Star Hotel under a PPP arrangement. The study will come up with a PPP Options report, which will recommend the best way to structure the PPP;
- b. To, if the feasibility study is approved, support MACRA in identifying the private partner to design, finance, construct, operate and transfer the required Office Complex and its associated projects.

3. SCOPE OF WORK

The scope of work for the Advisors is as follows:

3.1 Phase 1: Feasibility Study

The Advisor is required to undertake a comprehensive feasibility analysis for MACRA to establish the viability and affordability of constructing an Office Complex, conferencing and meeting, shopping mall and a 5 Star Hotel in Lilongwe. The analysis will include an assessment of the viability of developing the project through a PPP arrangement and will include, among others, the following components:

- a. Specific analysis into the feasibility of executing this project as a PPP in consideration of both the lifecycle costs and revenue streams,
- b. An analysis of various solution options available to implement the project (Office Complex, Conferencing and meeting, Shopping Mall and a 5 Star Hotel

Shopping Mall and Hotel), and an assessment of the amenities to be included in the complex. MACRA proposes the consultant to present a maximum of three alternative Sketch Plans for the Office Complex, Shopping Mall and Hotel.

The Transaction Advisor will be expected to formulate a suitable PPP project structure providing the following:

- Detailed description of the type of PPP project option proposed and the rationale for its selection. This should advantage of also include a description of all the other PPP options assessed along with a comparative analysis and the selected option vis-à-vis options;
- Anticipated key roles and responsibilities of the private sector and the Contracting Authority;
- A summary assessment of the proposed project's fiscal impact on public finances;
- A summary of the output specification for the project;
- Other potential services that may be provided or commercial activities that may be undertaken by the private partner and not included in the initial project description;
- Outline of payment mechanism;
- Indicative financing structure (appropriate equity returns, debt service cover ratios and costs of debt etc. and
- Envisaged PPP project procurement process map along with timelines

A PPP Options Report which will include the full identification and allocation of transaction risks to both the public and private parties. The allocation will be based on who is best placed to manage the risks. In other words, the allocation will reflect the comparative or relative ability of each party to address a specific risk. The allocation will also set out how the risk allocation impacts on the transaction;

- c. Various due diligence investigations regarding legal, financial, technical, environmental aspects of the Project.
- d. The Financial Due Diligence shall involve financial analysis, economic analysis and financial modelling. Through financial modelling, the Advisor is to investigate the bankability of the proposed project by assessing its cash generation potential in the context of the debt service requirements and equity return hurdle.

Financial Modeling: The financial modeling will entail the construction of a financial model, which will be used as a standard financial model for the Project, based on the same output specifications assumed in the proposed PPP structure. The Advisor, is expected to determine the rate of return expectations of potential private sector bidders. The model should, therefore, cover the whole life cycle costs as the proposed technical solution. The financial modelling should consider the following:

- Economic cost benefit analysis of the Project and alternative solutions;
- Determination of revenue requirements to meet Project funding needs;
- Determination of necessary fee levels for user pay options; alternatively, given the assessed market demand (volumes) and the recommended user charges.
- An assessment of any need of Viability Gap Funding and its magnitude,
- Evaluation of economic justification for implementing the Project through a PPP model, at different levels of viability grant funding from the government;
- Evaluation of affordability for user pays and/or public sector pays models including fiscal and public sector borrowing impact;
- Determination of the Project's financing requirements and the evaluation of alternative financing structures;
- Sensitivity analysis to test resilience of the model to changes in assumptions and risks over the Project term and
- Render key financial viability metrics for ease of analysis such as Annual Debt Service Cover Ratio (ADSCR). Loan Life Coverage Ratio (LLCR) and Financial Internal Rate of Return.
- An assessment of any potential fiscal commitments, contingent liabilities and their quantification,

The Advisor will assess the potential Fiscal Commitment and Contingent Liabilities (FCCL) of the Project. The Advisor will qualify the liabilities associated with the recommended project configuration and propose how the same shall be managed and the funding requirements. FCCL work shall also include FCCL quantitative and qualitative assessments; allowing updating of costs and all other related numbers in the financial model and in the report through the period prior to final RFP issuance, negotiations and financial close stages. The advisor will be expected to propose how the FCCL assessments shall be managed.

- Value for Money (VFM) Assessment

Establishing that the Office Complex, Conferencing and meeting, Shopping Mall and a 5 Star Hotel proposal delivers Value-for-Money for the Contracting Authority, MACRA; affordable rentals and user fees for the users, and at the same time provides an acceptable return on investment to the investor,

For Value For Money assessment, the financial model should include: Public Sector Comparator (PSC) model, PPP reference Model, Risk-adjusted PSC model and Risk-adjusted PPP-reference.

- e. Design options for a "green building" to create a safe, healthy and natural environment. The Advisors will also provide the associated cost impact analysis,
- f. Financing options for the Project,
- g. An assessment of the affordability limits from the users' perspective in regard to the income likely to be required by the investor. The income will

include rental fees from the Office Complex, Conferencing and meeting, Shopping Mall and a 5 Star Hotel; user fees for the Shopping Mall and Hotel.

- h. Economic Appraisal of the recommended option,
- Economic Impact valuation- Establish economic rationale for the project. Economic evaluation and Cost benefit analysis should demonstrate that the proposed procurement arrangement can:
 - achieve the strategic and operational benefits of the proposed Project implementation for GoM in terms of its strategic objectives and government policy.
 - clearly illustrate new direct and indirect employment as a result of the Project.
 - show the economic achievements of the Project in additional Taxes (direct and indirect) being generated and value enhancement in addition to the direct affordability achievements of the Project.

- i. Environmental and Social Impact Assessment

The advisor will be required to conduct an environmental and social impact assessment and prepare a preliminary Environmental and Social Management Plan. The specific activities under this task will include;

- Provide a concise description of the existing biophysical characteristics and the socio-economic environment status of the proposed area by identifying and analyzing physical, biological, social, economic and cultural conditions of the proposed project areas;
- Identify, assess and analyze potential environmental, social, health and safety, cultural and climate change impacts associated with implementation of the project; Propose measures to eliminate / reduce or mitigate the identified negative environmental and social impacts and measures to enhance the positive effects;
- Develop an Environmental and Social Management Plan of implementing the identified mitigation and enhancement measures as well as operational measuring including emergency procedures;
- Propose an Environmental and Social Monitoring Plan by which implementation of all mitigation measures recommended in the Management Plan will be monitored;
- Undertake stakeholder consultations to ensure key interested and affected parties are involved. Public consultations shall be implemented in accordance with EIA guidelines and Environmental and Social Framework;
- Describe and provide projects alternatives (Location alternative, construction technology and materials); and
- Provide recommendations in the ESIA report on the most preferred options to be considered in the designs and implementation of the projects.
- The advisor will also be required to carry out Social Screening of the proposed project sites to determine and assess the impact of the implementation of the projects on the population of the affected areas including the long-term impacts associated with relocation. Where

deemed appropriate, the advisor will be tasked to prepare a preliminary resettlement action plan.

- j. Review the legal and regulatory frameworks
 - Review whether the applicable legal, regulatory and institutional framework permits MACRA to implement the proposed Project;
 - Review the legal and regulatory framework pertaining to planning, construction, operations and decommissioning of the proposed projects and investigate any regulatory matters such as tax, labour, environmental, foreign exchange, competition, transport sector, etc. legislations that may impact or impede the private party's ability to deliver Project as expected;
 - Consider and advise on matters relating to land use and planning consents specific to the proposed project. For the proposed sites, the coverage may include but is not restricted to land availability, land ownership, title deed endorsements, land claim or lease interest, town planning requirements etc.
 - An assessment of the legal and institutional adequacy for the project and if there are gaps, provide mitigation measures
- k. Market sounding and investment promotion meetings for the purposes of gauging investment appetite for the transaction and its proposed structure,

Market Sounding will be required to ensure that the view of prospective lenders, investors, contractors, equipment suppliers, etc. are incorporated in the structuring of the proposed project, the Advisor shall undertake a Market Sounding exercise that shall include the following tasks;

- Organizing a meeting with PPC and MACRA officials to provide an overview of the approach to market sounding;
 - Preparing of a market sounding document that will include a Project Profile. The project profile is expected to set out the objectives, an overview, layout of the project and timetable for procurement and provide an outline Risk Allocation as well as provide a summary of the key issues to be discussed with the market actors;
 - Set the rationale for the identification of market actors that are to be approached and provide long list of individual entities to be approached;
 - Engage the market as described above and receive feedback;
 - Prepare a market sounding report and
 - Where the contracting Authority in consultation with the PPP Commission has elected to have a market sounding event, the Advisor will be expected to facilitate such an event by way of mobilizing the attendance of relevant market players and in presenting the project.
- l. Feasibility study report and FCCL assessment will be submitted to the PPP Commission. This report pack will be accompanied with a presentation of the

Feasibility Study findings and recommendations. These processes will result in the approval(s) for the Feasibility study and its recommendations by the PPP Commission and the contracting authority.

- m. The Advisor shall prepare Request for Expression of Interest (REoI) (or request for prequalification) and Request for Proposal (RFP) documentation in accordance with international best practice. The documentation shall concisely set out:
 - i. Brief description of the project.
 - ii. The output specifications for the private party to meet;
 - iii. Requirements for compliant bids;
 - iv. Performance framework and measurement criteria.
 - v. A risk profile as established in the feasibility study;
 - vi. The payment mechanism;
 - vii. The bid process;
 - viii. Evaluation criteria;
 - ix. Bidder communication systems;
 - x. Draft Agreement;
- n. Any other matter that may have a material impact on any element of the Project.

3.2 Phase 2: PPP Procurement

If, on the basis of the feasibility study, a PPP solution is considered an optimal solution for the project, and if the Client opts to proceed to the procurement stage after obtaining all necessary approvals, the Advisors may be required to provide the necessary technical, legal and financial advisory support for the procurement of the private partner to design, finance and develop the Office Complex. All activities shall comply with the provisions of the PPP Guidelines and Procedures Manual and other applicable procurement and PPP principles and regulations.

The Advisors shall provide the PPPC with all the bidding administrative support necessary including advertising, bidder communication, drafting and other administrative support for the entire procurement process to the highest standards of efficiency, quality and integrity.

3.2.1 Administration of the Bidding Process

The Advisors will provide all necessary administrative support to the PPPC for the efficient and professional management of the bidding process. This includes managing a data room and/or information memorandum, facilitating structured engagement between the PPPC and bidders, helping the PPPC to communicate effectively with bidders, and receiving bids.

3.2.2 Evaluation of Bids

An Evaluation Team comprising various stakeholders, assisted by the Advisors, will evaluate the bids following guidance given in the Bid Procedures. A Best and Final Offer (BAFO) process should be assumed. When costing this phase, the transaction advisor must allow for the possibility of administering BAFO processes. If there is no BAFO process, the Advisors' remuneration will be adjusted accordingly.

3.2.3 PPP Agreement Negotiations

The Advisors will assist the PPPC in the final negotiations with the preferred bidder. This will involve categorizing issues appropriately, developing timelines for completion, and planning negotiation strategies and processes for reaching an effective agreement. The Advisor should ensure that all agreements reached are incorporated into appropriate financial, commercial and legal documentation, and MACRA must assist with drafting the necessary and related correspondence.

The final terms of the agreement, each as negotiated with the preferred bidder, would be submitted to the PPPC and MACRA, along with the PPP agreement management plan for the construction of the Office Complex, Hotel and Shopping Mall for approval. The Advisors are responsible for compiling the necessary submissions for the PPPC and MACRA to obtain this approval.

The Advisors will submit a close-out report for the procurement of the private investor which will be a confidential document of the PPPC and MACRA.

4. TIMELINES FOR DELIVERABLES			
The timelines for deliverables covering the scope presented above is presented below:			
Part	Item	Deliverable	Timeline
Phase 1 Feasibility Study	1	Inception Report	2 weeks after Commencement of services
	2	Needs Analysis Report culminating in to proposed 3-D Sketch Plans for the Office Complex, Conferencing and meeting, Shopping Mall and a 5 Star Hotel.	8 weeks after Commencement of services
	3	Draft Final Report covering all aspects of PPP; legal and regulatory; technical and financial findings and proposals	12 weeks after Commencement of services
	4	Final Report as a revised version of the draft Final Report based on stakeholders' comments	15 weeks after Commencement of services
	5	Draft Bidding Documents	17 weeks after Commencement of services
Approval of the Detailed Feasibility Study by the Ministry of Finance and Authorization to proceed to Procurement Stage. Issuance of Notification to the Advisors engaging them to proceed to the next stage.			

Part	Item	Deliverable	Timeline
Phase 2 Administering the Procurement of the private party	6	Floating Adverts requesting Expressions of Interest or Prequalification	4 weeks after Notification
	7	Managing the Procurement Process. The Advisors participate in the shortlisting or prequalification of applicants and draft the required evaluation reports. Thereafter the consultant shall revise and finalize the RFP. The Advisors shall also draft bid communications such as responses to request for clarifications. The Advisors shall also, to mention but a few, facilitate bid conferences, carry out multi-stage technical evaluations (including bidder interviews) and conduct contract negotiations.	15 weeks after Notification
	8	Contract signed and Procurement Close-out Report	25 weeks after Notification

Notes:

- a. Further details of the components of the detailed feasibility study reports are presented in Annex 1;
- b. All reports, market sounding and investment promotion meetings under Part 1 will be delivered in Malawi;
- c. Similarly, for Part 2, the Advisors have to make adequate provisions to be present in Malawi for submitting deliverables, holding or attending evaluation meetings, bid conferences and contract negotiations, among several;
- d. The Procurement Phase is provisional and will only be implemented subject to conditions in paragraph 3.2. However, bidders are requested to make detailed, separate provisions and costing for each of the two phases in their submissions.

5. FORMAT FOR SUBMISSION OF REPORTS

All delivery reports must be submitted in a MS Word format (with relevant annexures) and delivered as both electronic and hard copy documents. The hard copy documents for the Detailed Feasibility Study Report, the Bid Procurement Documentation, the PPP or Procurement Agreement, and the Closeout Reports shall comprise six (6) copies. The feasibility study must be presented with a comprehensive executive summary and must be accompanied by a MS PowerPoint presentation containing all the key features of the study.

All financial models must be in MS Excel format, with formulas and no hidden or locked cells, and must clearly set out all assumptions made, sensitivity analyses, and model outputs. The financial models must be accompanied by a model handbook to enable sufficiently adaptability for use by others at later stages. The model handbook must describe the structure of the model, the calculations be performed and the list of assumptions.

6. DURATION

The duration of the advisory services is expected to be approximately 11 months (5 months for the feasibility phase, 3 weeks for the Final Approvals and 5 months for the procurement phase).

7. ESTIMATED LEVEL OF EFFORT

The estimated number of key professional staff-months is: Nine(9) Man-Months to be split as follows:

Phase 1 (Feasibility Study): 7 Man-Months

Phase 2 (Procurement of an Investor): 2 Man-Months

8. TRANSACTION ADVISOR QUALIFICATIONS AND EXPERIENCE

1. The Advisors, a firm or an association of firms, shall comprise a team managed by an individual Lead Advisor.

2. The firm shall have a demonstrable experience of at least 10 years of providing similar services, that is PPP detailed feasibility studies and PPP Procurement support, to either the public or private sectors or both.
3. The firm or an association should have the Knowledge of the African operating environment as it affects the implementing of PPPs in office accommodation transactions will be an added advantage.
4. The team shall provide evidence of a proven track record in successfully transacting PPPs and or other procurements of similar complex and size projects in the past 10 years in various sectors.
5. The members of the team will have both the skills and experience necessary to undertake the range of tasks set out in these terms of reference. The Lead Advisor will be held accountable, in terms of the Advisors contract, for ensuring that all project deliverables are submitted in time, in good quality and within cost. He will also ensure the professional conduct and integrity of his or her team.

The skills and experience required within the team are as follows:

- a. Financial analysis, with relevant PPP and project finance experience;
- b. PPP and Public procurement and structuring;
- c. Legal and regulatory expertise;
- d. Economic Appraisal
- e. Social and Environmental Analysis
- f. Planning management;
- g. Facilities management;
- h. Relevant expertise in the construction and the maintenance of commercial real estate including Office Complexes, Shopping Malls and Hotels. These shall include civil engineering, architecture and quantity surveying;
- i. Contract negotiations;
- j. Contract management and;
- k. Project management.

7.1 Team Composition

It is the responsibility of the Advisors to propose and use a team which is appropriate for this engagement.

The team should comprise, at a minimum, of the following. The Advisor will propose at least one candidate for each position or role listed and the estimated level of input:

Item	Team Member	Qualifications and Experience	Estimated Level of input (Person month)
1	Project team leader	Should have a master's degree in any of these specialties; law, economics, finance and engineering or equivalent qualification. Should demonstrate having a minimum of 10 years' experience in Office Complex projects and/or shopping malls and/or Hotels under PPP framework. PPP expert with a minimum of 10 years of developing, analysing and structuring PPP transaction	2
2	Financial and Risk Analysis expert	Should have a master's degree in finance, Economics or related qualifications. Should demonstrate having a minimum of 10 years of experience in analysing PPP financial viability, economic appraisal and developing financial models for infrastructure projects	1
3	Legal expert	Should have a minimum of a bachelor's degree in law from a recognised institution. Should demonstrate having knowledge in Malawi Law, with 10 years' experience in project finance, legal and regulatory analyses and reviews and PPP contracting	1
4	Architect	Should have a minimum of a bachelor's degree in architectural studies or any other related field. He / She must also be familiar with the Malawi operational environment, with at least 10 years' experience and registered with a relevant professional body	1
5	Town Planner	Should have a minimum of a bachelor's degree in urban and Regional Planning, Architecture, Building or its equivalent with a minimum of 10 years of experience	1
6	Quantity	Should have a minimum of a	1

Item	Team Member	Qualifications and Experience	Estimated Level of input (Person month)
	Surveyors	bachelor's degree in quantity surveying or in any other related field with a minimum of a 10 years of experience and registered with a relevant professional body.	
7	Structural Engineer	Should have a minimum of a bachelor's Degree in Structural Engineering, Civil Engineering or in any other related field with a minimum of 10 years of experience and fully registered with relevant professional body	.5
8	Services Engineer	Should have a minimum of a bachelor's degree in services engineering or in any other related field with a minimum of a 10 years of experience	1
9	Environmental & Social Specialist	Should have a Master of Environmental Science with at least 10 years' experience in similar complex infrastructure transactions including Rail projects and exposure to PPP Projects	.5

STAKEHOLDERS IMPLEMENTATION ARRANGEMENTS

The following are the stakeholders and proposed implementation arrangements for the Project.

8.1 MACRA

MACRA is the owner of the Project and will be the contracting authority for the PPP. The private sector party or investor will enter into contract and report to the Authority throughout the project lifecycle. The Authority will also take a prominent role in technical supervision of the transaction. Their responsibilities include securing the land, finalizing or approving building drawings, supervising the provision of utilities, et cetera.

8.2 THE PUBLIC PRIVATE PARTNERSHIP COMMISSION (PPPC)

The Mandate of the PPPC is to facilitate private sector participation by administering the PPP Act. The Commission achieves this by supporting Contracting

Authorities (CAs) during the PPP cycle covering concept development, feasibility analysis, procurement, contracting and monitoring. The PPPC will be the contract holder for the transaction advisory services but not for the PPP contract. For the Advisors' contract, the PPPC will be responsible for nominating a contact or desk officer and convening stakeholders' meeting for deliverable reviews and other project activities.

8.3 MANAGEMENT OF THE ADVISORS BY THE PPPC

Overall responsibility for the Project will reside amongst the stakeholders' principals namely, the Director General of MACRA and the PPPC Chief Executive Officer. The PPPC will appoint a desk officer for day-to-day management of the services. Other measures will be as follows:

- a) There will be a working committee appointed by the principals above which will review the progress made by the Advisors, coordinate the allocation of resources for the project and discuss preliminary findings and provide initial approval of and feedback on the deliverables.
- b) The PPPC will also assist the consultants in sourcing reports and other literature from public sector stakeholders. The PPPC will also make the initial introductions and arrange for stakeholder meetings.
- c) To facilitate the execution of the assignment, the PPPC will aid the Advisors in arranging meetings and access to the relevant information.
- d) Feedback to reports shall be submitted within two weeks and the Advisor shall be allowed one week to submit revised reports. Payment for deliverables will be subject to the submission of acceptable reports.

9. SELECTION METHOD

The consultant shall be selected in accordance with the Quality and Cost Based Selection (QCBS) under the Public Procurement and Disposal of Public Assets Act of 2017.

10. CONSULTANT'S RESPONSIBILITY

All information, data and information obtained from the client shall be properly reviewed and analyzed by the consultant. All such information, data and reports shall be treated as confidential. The consultant shall make their own arrangements for document reproduction, printing and reproduction of all reports during the assignment. The consultant shall be self-sufficient in office accommodation, internet and communications.

ANNEX 1: Proposed Checklist (Components) of the Feasibility Study Report

Contents of the Report

1. Introduction

- a. Executive summary
- b. Introduction
- c. Project background
- d. Approach and methodology in terms of the feasibility study.

2. Needs analysis

- a. Institution's strategic objectives
- b. Proposed Budget for the project
- c. Institutional analysis
- d. Output specifications
- e. Scope of the project
- f. Review of existing Office Complex, Shopping Mall and Hotel infrastructure

3. Solution options analysis

- a. List of options considered
- b. Evaluation and assessment of each option
- c. Summary of findings
- d. Recommendation of a preferred option.

4. Project due diligence

- a. Technical Definition of the Project
- b. Technical Due Diligence and Site enablement
- c. Legal aspects and regulatory matters
- d. User rights
- e. Economic Appraisal
- f. Environmental and Social Analysis

5. Value assessment

- a. Public Sector Comparator model
- b. Discussion on costs (direct and indirect) and assumptions
- c. Discussion on revenue (if relevant) and assumptions made
- d. Discussion on all model assumptions made in the construction of the housing, shopping and recreational facilities, including inflation rate, discount rate, depreciation and budgets
- e. Summary of results from the base PSC model: NPV

- f. PPP reference Model
 - g. Discussion on proposed PPP type
 - h. Proposed PPP project structure and sources of funding
 - i. Payment mechanisms
 - j. Risk assessment
 - k. Comprehensive risk matrix for all project risks
 - l. Summary of the institution's retained and transferable risks
 - m. The NPV of all risks (retained and transferable) to be added onto the base PSC model
 - n. The NPV of all retained risks to be added onto the PPP reference model
 - o. Risk-adjusted PSC model
 - p. Summary of results: NPV
 - q. Risk-adjusted PPP-reference
 - r. Summary of results: NPV, key indicators
 - s. Sensitivity analyses
 - t. Statement of affordability
 - u. Statement of value for money
6. Viability Gap Funding (if need be)
 7. Market and demand analysis
 8. Potential Fiscal Commitments and Contingent Liabilities
 9. Recommended procurement choice
 10. Information verification

Section 7: General Conditions of Contract

Table of Clauses

A.	General Provisions	59
1.	Definitions	59
2.	Corrupt Practices	60
3.	Contract Documents	60
4.	Law Governing the Contract	61
5.	Language	61
6.	Notices	61
7.	Location	61
8.	Authorized Representatives	61
9.	Taxes and Duties	61
10.	Eligibility	61
B.	Commencement, Completion, Modification and Termination of Contract	61
11.	Effectiveness of Contract	61
12.	Commencement of Services	61
13.	Expiration of Contract	62
14.	Modification	62
15.	Force Majeure	62
16.	Termination	62
C.	Obligations of the Consultant	63
17.	General	63
18.	Conflict of Interests	63
19.	Confidentiality	64
20.	Insurance to Be Taken Out by the Consultant	64
21.	Consultant's Actions Requiring Client's Prior Approval	64
22.	Reporting Obligations	64
23.	Documents Prepared by the Consultant to Be the Property of the Client	64
D.	Consultant's Personnel	65
24.	Description of Personnel	65
25.	Removal and/or Replacement of Personnel	65
E.	Obligations of the Client	65
26.	Assistance and Exemptions	65
27.	Change in Laws	66
28.	Services and Facilities	66
F.	Payments to the Consultant	66
29.	Contract Price and Currency	66
30.	Payment Schedule and Advance Payment	66
31.	Payment Terms	67
32.	Price Adjustments	67
G.	Settlement of Disputes	67
33.	Amicable Settlement	67
34.	Dispute Settlement	67

Section 7. General Conditions of Contract

K. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in GCC 2.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.

“Days” are calendar days; “months” are calendar months.

“Eligible Countries” means the countries and territories eligible as listed in the SCC.

“GCC” means these General Conditions of Contract.

“Government” means the Government of the Republic of Malawi.

“Lump Sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.

"Member", in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SCC to act on their behalf in exercising all the Suppliers' rights and obligations towards the Procuring and Disposing Entity under this Contract.

"Party" means the Procuring and disposing entity or Supplier, as the case may be, and "Parties" means both of them.

“Personnel” means persons engaged by the Supplier or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside the Republic of Malawi; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside the Republic of Malawi; and “Key Personnel” means those Personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks.

“Procuring and Disposing Entity” means the entity purchasing the Services, as specified in the Agreement, hereinafter known as “the Client”

“SCC” means the Special Conditions of Contract.

“Services” means the consultancy services to be performed by the Supplier as described in the contract.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring and disposing entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier, hereinafter known as “the Consultant”.

“Sub-consultant” 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 is subcontracted by the Consultant.

2. Corrupt Practices

- 2.1 It is the Government's policy to require that Procuring and Disposing Entities, as well as Bidders and Consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, noncompetitive levels; and
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
- 2.2 In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract in accordance with GCC Clause 16 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and disposing entity or of a Consultant, during the procurement or the execution of that contract.

3. Contract Documents

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement, including all appendices;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract; and
 - (d) any other document listed in the SCC as forming part of the Contract.
- 3.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 3.3 No amendment, modification or other variation of the Contract shall be valid unless a Modification to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.4 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.5 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC.
- 3.6 The Contract constitutes the entire agreement between the Client and the Consultant and

supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4. Law Governing the Contract

4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Republic of Malawi, unless otherwise specified in the SCC.

5. Language

5.1 This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract, unless otherwise specified in the SCC.

6. Notices

6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party at the address specified in the SCC.

7. Location

7.1 The Services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Malawi or elsewhere, as the Client may approve.

8. Authorised Representatives

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC.

9. Taxes and Duties

9.1 Unless otherwise specified in the SCC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi, the amount of which is deemed to have been included in the Contract Price.

10. Eligibility

10.1 The Consultant and its Subconsultants shall have the nationality of an eligible country. A Consultant or Subconsultant 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.

10.2 The Consultant and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries.

L. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

12. Commencement of Services

12.1 The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract

becomes effective, or at such other date as may be specified in the SCC.

13. Expiration of Contract

13.1 Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

14. Modification

14.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

15. Force Majeure

Definition

15.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

15.2 The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

15.3 Any period specified within the Contract by which a Party is required to complete any action or task, if as a result of Force Majeure, shall be extended for a period equal to the time during which the Party was unable to perform the action or task.

Payments

15.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

16. Termination

By the Client

16.1 The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 16.1 and sixty (60) days’ in the case of the event referred to in (f):

- (a) if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt;
- (c) the Consultant fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34;
- (d) the Consultant, in the judgement of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the

Contract;

- (e) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion, decides to terminate the Contract.

By the Consultant

16.2 The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 16.2:

- (a) If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) If the Client 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Client fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34.

Payment upon Termination

16.3 Upon termination of this Contract pursuant to Clauses 16.1 or 16.2, the Client shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause 29 or 30 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 16.1, 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.

M. Obligations of the Consultant

17. General

17.1 The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

18. Conflict of Interests

Consultant Not to Benefit from Commissions, Discounts etc

18.1 The remuneration of the Consultant pursuant to Clause 29 or 32 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional

remuneration.

Consultant and Affiliates Not to Be Otherwise Interested in Project

18.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

18.3 Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of the Contract, any business or professional activities in the Republic of Malawi which would conflict with the activities assigned to them under the Contract; or
- (b) after the termination of this contract, such other activities as may be specified in the SCC.

19. Confidentiality

19.1 The Client and the Consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Sub-consultant such documents, data, and other information it receives from the Client to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Consultant shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.

20. Insurance to Be Taken Out by the Consultant

20.1 The Consultant shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC.

20.2 The Consultant, at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

21. Consultant's Actions Requiring Client's Prior Approval

21.1 The Consultant shall obtain the Client'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;
- (b) appointing such members of the of the personnel not listed by name in the Contract; and
- (c) any other action that may be specified in the SCC.

22. Reporting Obligations

22.1 The Consultant shall submit to the Client the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said Terms of Reference.

23. Documents Prepared by the Consultant to Be the Property of the Client

23.1 All plans, drawings, specifications, designs, reports, and other documents and software

submitted by the Consultant in accordance with the Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

N. Consultant's Personnel

24. Description of Personnel

24.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in the Contract. The Key Personnel and Sub-consultants listed by title as well as by name in the Contract are hereby approved by the Client.

25. Removal and/or Replacement of Personnel

25.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

25.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

25.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

O. Obligations of the Client

26. Assistance and Exemptions

26.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Malawi.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Provide assistance to the Consultant's international personnel and, where applicable international Sub-Consultants employed by the Consultant, to obtain registration or obtain any permit to practice their profession in the Republic of Malawi.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Republic of Malawi, of bringing into

the Republic of Malawi reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

27. Change in Laws

- 27.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Malawi (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the period for completion of the Services and/or the Contract Price, then such time period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contract modification or a price adjustment.

28. Services and Facilities

- 28.1 The Client shall make available to the Consultant the Services and Facilities listed in the Contract.

P. Payments to the Consultant

29. Contract Price and Currency

- 29.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing the total amount payable for a Lump Sum contract.
- 29.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.
- 29.3 In consideration of the Services performed by the Consultant under the Contract, the Client shall make to the Consultant such payments in such manner as is provided by the Contract.
- 29.4 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-consultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.
- 29.5 The Contract Price may only be increased through amendment of the Contract in accordance with GCC Clause 14.
- 29.6 The price for any additional services, as may be agreed in accordance with GCC Clause 14, shall be determined using the Breakdown of Contract Price in the Contract.

30. Payment Schedule and Advance Payment

- 30.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.
- 30.2 Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.
- 30.3 Should the advance payment guarantee cease to be valid and the Consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Client from future payments due to the Consultant under the contract.

30.4 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Consultant.

31. Payment Terms

31.1 Unless otherwise specified in the SCC, payments shall be made by the Client, no later than sixty days after submission of a request for payment by the Consultant.

31.2 The Consultant's request for payment shall be made to the Client in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.

31.3 The Client shall notify the Consultant 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 corrected request for payment. The Client shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

31.4 If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

32. Price Adjustments

32.1 Prices charged by the Consultant 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.

Q. Settlement of Disputes

33. Amicable Settlement

33.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

34. Dispute Settlement

34.1 Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the laws of the Republic of Malawi.

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: _____
GCC 1.1	The Eligible Countries are those listed in Section 5 of the Request for Proposals document. The Member in Charge is: Malawi Government
GCC 3.1(d)	Other documents forming part of the contract are: <ul style="list-style-type: none"> • Minutes of contract negotiations
GCC 4.1	The Contract shall be governed by the laws of the Republic of Malawi .
GCC 5.1	The language of the contract shall be English .
GCC 6.1	<p>The addresses for Notices are: for the Procuring and Disposing Entity:</p> <p style="text-align: right;">Public Private Partnership Commission</p> <p>Street Address: Livingstone Towers, Glyn Jones Road</p> <p>Floor/Room number: 2nd Floor</p> <p>Town/City: Blantyre</p> <p>PO Box No: 937</p> <p>Country: MALAWI</p> <p>Telephone: +265 1 823 655</p> <p>Facsimile number: +265 1 821 248</p> <p>Email: info@pppc.mw</p> <p>For the Consultant:</p> <p>Street Address:</p> <p>Floor/Room number:</p> <p>Town/City:</p> <p>Postal Code/PO Box No:</p> <p>Country:</p> <p>Telephone:</p> <p>Facsimile number:</p> <p>Email:</p>
GCC 8.1	The Authorised Representatives are: For the Procuring and Disposing Entity: Mr. Patrick Kabambe

GCC clause reference	Special Conditions of Contract
	<p>The Chief Executive Officer</p> <p>for the Consultant:</p>
GCC 9.1	The Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi.
GCC 12.1	The period within which the Services shall have commenced is: within 7 days after contract signing
GCC 13.1	The period for expiration of the contract is: Two Years after commencement
GCC 18.3(b)	The following activities are prohibited: the consultant shall not use the information obtained during the course of the assignment for other purposes other than current assignment
GCC 20.1	<p>The risks and coverage shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
GCC 21.1(e)	The Procuring and Disposing Entity's prior approval is also required for: changing the scope of the project
GCC 23.1	The future use of documents is restricted as follows: The consultant shall not use the final reports or any other documents from the assignment without prior approval (in writing) from the client.
GCC 26.1(g)	The Procuring and Disposing Entity shall provide the following further assistance: None
GCC 29.2	Payments shall be made in the currency or currencies of the contract price.
GCC 30.1	<p>The payment schedule shall be in two phases as follows:</p> <p>Payment Schedule for Phase 1</p> <p>First Payment: Ten Percent (10%) of the Contract Amount allotted to Phase 1 shall be invoiced and paid up submission and acceptance of an Inception Report</p> <p>Second Payment: Forty Percent (40%) of the Contract Amount allotted to Phase 1 shall be invoiced and paid up submission and acceptance of a Needs Analysis Report culminating in to proposed 3-D Sketch Plans for the Office Complex, Conferencing and meeting, Shopping Mall</p>

GCC clause reference	Special Conditions of Contract
	<p>and a 5 Star Hotel</p> <p>Third Payment: Thirty Percent (30%) of the Contract Amount allotted to Phase 1 shall be invoiced and paid-up submission and acceptance of a Draft Final Feasibility Report covering all aspects of PPP; legal and regulatory; technical, environmental, social and financial findings and proposals.</p> <p>Final Payment: Twenty Percent (20%) of the Contract Amount allotted to Phase 1 shall be invoiced and paid-up submission and acceptance of a Final Report and Draft Bidding Document</p> <p>Payment Schedule for Phase 2</p> <p>First Payment: Twenty Percent (20%) of the Contract Amount allotted to Phase 2 shall be invoiced and paid-up submission and acceptance of Final Bidding Documents and draft request for expression of interest.</p> <p>Second Payment: Sixty Percent (60%) of the Contract Amount allotted to Phase 2 shall be invoiced and paid-up submission and acceptance of Evaluation Report</p> <p>Final Payment: Twenty Percent (20%) of the Contract Amount allotted. to Phase 2 shall be invoiced and paid-up submission and acceptance of a Close out Report</p>
GCC 30.2	<p>An Advance Payment Guarantee shall not be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: NA</p>
GCC 31.1	<p>Payment shall be made by the Procuring and Disposing Entity within 45 days of receipt of the request for payment [and within 45 days in the case of the final payment].</p>
GCC 31.2	<p>The following documentation shall be required to support requests for payment:</p> <ul style="list-style-type: none"> • Copy of approved deliverables • Copy of contract • Invoices
GCC 31.4	<p>Interest shall be paid on late payments at the rate of:</p> <p>Foreign Currency Denominated Contracts: Prevailing Reserve Bank of Malawi Base Lending Rate per annum for Local Consultants and for USD, the Secured Overnight Financing Rate (SOFR); for GBP, Sterling Overnight Index Average (SONIA); for JPY, the Tokyo Overnight Average Rate (TONA); for Euro, EURIBOR; and for any other foreign currency, that would be agreed at the pre-contract discussion stage for</p>

GCC clause reference	Special Conditions of Contract
	foreign Consultants
GCC 32.1	Prices charged by the Supplier shall not vary from the prices quoted in the Contract.

Section 9: Contract Forms

Table of Forms

Agreement

Advance Payment Security

Agreement

This Agreement is made the..... day of the month of between
..... of (“the Client”) and
..... of (“the Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Client that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall pay the Consultant the Contract Price of _____ 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 Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (for the Client)
 Name: _____ Authorised Representative
 Position: _____

Witnessed by: _____
 Name: _____

Signed by _____ (for the Consultant)
 Name: _____ Authorised Representative
 Position: _____

Witnessed by: _____
 Name: _____

Appendices

Appendix A Description of Services

- A. Detailed descriptions of the Services to be provided, dates for completion of tasks, submission of reports and other deliverables etc.**

Taken from Section 6 of the Request for Proposals document, modified as required by the comments and suggestions in the Consultant's proposal and any negotiations.

Appendix B Key Personnel and Sub-Consultants

Team Composition, including names (where already known), firms, positions, tasks assigned and staff-months for each. List of approved Sub-Consultants.

Taken from Form T5 Team Composition and Form T7 Staffing Schedule of the Consultant's proposal, modified and supplemented as required.

Appendix C Breakdown of Contract Price/Cost Estimates

List the breakdown of fee rates and reimbursable expenses, using Forms F3 Summary of Fees and F4 Summary of Reimbursable Expenses from the Consultant's proposal, modified and supplemented as required. Add the wording "This appendix will be used exclusively for determining remuneration and costs for additional services".

Insert multiple tables, as required, where the assignment is divided into separate activities or where the contract is in more than one currency.

Appendix D Services and Facilities Provided by the Client

Details of the inputs to be provided by the Client, including data, services and facilities and any counterpart staff.

Note to Consultants: The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution.

Advance Payment Security

Date: **[insert date (as day, month, and year) of Advance Payment Security]**

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

To: **[insert complete name of Client]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Consultant]** (hereinafter called “the Consultant”) shall deposit with the Client a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter “the Guarantor”), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Client on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until **[insert day and month]**, **[insert year]**.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

Duly authorised to sign the Security for and on behalf of: **[insert complete name of the Financial Institution]**

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