

Ministry of Health
P.O. Box 30377
LILONGWE

REQUEST FOR QUOTATIONS (FOR GOODS)

Ministry of Health
Global Fund / GAVI PIU

ACKNOWLEDGEMENT FORM

PLEASE SIGN AND STAMP THIS PAGE TO ACKNOWLEDGE RECEIPT OF THIS RFQ AND RETURN UPON RECEIPT AND BEFORE THE CLOSING DATE OF SUBMISSION OF QUOTATION

INVITATION TO BID / REQUEST FOR QUOTATION

Bid / RFQ No : **MOH/RFQ/G/GF-TB/HIV/2025/021**
Issue Date : 14/05/2025
Closing date and time of submission : 18/05/2025

Requesting Section : NTP

Ministry of Health, Global Fund / GAVI PIU,

Invites quotations for the : **Supply of Food Nutrients for Q4**

Bid Delivery Address : As per RFQ document

Received by: ……

Name of the Company: ……..

Contact Number: ……

Date: …….

Signature: ……..……..

Official Stamp: ……

To: ……

Ministry of Health
P.O. Box 30377
LILONGWE

REQUEST FOR QUOTATIONS (FOR GOODS)

……
Date: 9/5/202

The Procuring Entity named above invites you to submit your quotation for the goods described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders (available on request) except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS:

1) **Description of Supply and Delivery**:
2) Quotation prices should be based on: for goods supplied from within Malawi; DAP (Delivery at Place) – insured and delivered at CHSU

   or for goods supplied from outside of Malawi; DDP (Delivery Duty Paid)- insured and delivered at CHSU
3) Currency of Quotation: Malawi Kwacha
4) **Three copies of LPO, s and Delivery Notes as a Proof or evidence of Supply of Food items amounting to MK100,000,000.00 or more**
5) The delivery period required **is 14 days** from date of order.
6) Quotations must be valid for **30 days**. from the date for receipt given below.
7) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above and indicate your acceptance of the terms and conditions.
8) Quotations must be received, in sealed envelopes, no later than: on or before **18/05/2025 at 10:00 hrs local time**
9) Quotations must be returned to: **Ministry of Health- Global Fund/GAVI- PIU**
   Po Box 30377, Lilongwe, 3, HIV Building.
   CHSU, Area 3, Along Mtunthama Drive
10) The attached Schedule of Requirements at Section C details the items to be purchased. You are requested to quote your delivered price for these items by completing and returning Sections B and C.
11) The Attached Detailed Specification at Section D (if applicable)
12) Note the attached General Terms and Conditions (GCC) and Specific Terms and Conditions (SCC)
13) [*List any other requirements e.g. the provision of samples*]



Ministry of Health
P.O. Box 30377
LILONGWE

REQUEST FOR QUOTATIONS (FOR GOODS)

Quotations that are responsive, qualified and technically compliant will be ranked according to price. Award of contract will be made to the lowest priced quotation by item or by total through the issue of a Local Purchase Order.

Signed: ……
Procurement Officer
Date: 09/05/2024

Signed: ……
Position: Procurement Officer
Date. 09/05/2024

For and on behalf of the Purchaser

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

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

SECTION B: QUOTATION SUBMISSION SHEET

1) Currency of Quotation: Malawi Kwacha

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

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

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

5. We attach the following documents:
   i. Section C of the Request for Quotations completed and signed;
   ii. A copy of our Trading Licence,
   iii. A copy of our Annual Tax Clearance Certificate (for the last Financial Year),
   iv. A list or copy of contracts performed,
   v. Copy of Catalogues.
   vi. [*Insert any other documentation required by the Procuring Entity*].

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

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

Authorised By:

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

Address: …….

…….....

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

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

SECTION C: SCHEDULE OF REQUIREMENTS (TO BE PRICED BY BIDDER)

Item No	Description of Goods (Attach detailed specification if necessary)	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Cooking Oil (5 Litres)	Litre	220		
2	Sugar (Pack of 3 Kgs)	Kg	220		
3	Beans (Pack of 10kgs)	Kg	220		
4	Tinned Milk (Pack of 4 tins in 400G)	Tins	220		
5	Maize flour (30 Kgs Bag)	Bag	220		
6	Likuni Phala (30 Kgs Bag)	Bag	220		
				Sub Total	
				VAT EXEMPTED	
			Total		

The following attachments are appended to clarify the Description of Goods:

[*List any attachments providing additional specification of the goods required*]

Authorised By:

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

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

SECTION D: DETAILED SPECIFICATIONS (IF APPLICABLE)

Item No	Detailed specification	Indicate Compliant / Non-Compliant
1	Refer Section C of this RFQ	

Authorised By:

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

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

Government of Malawi –Special Conditions of Contract for Local Purchase Orders

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

No.	Special Conditions
1.	The Procuring Entity is: **MINISTRY OF HEALTH (MOH)**
2.	Other documents forming part of the agreement are: **1. The Price Proposal** **2. Request for Quotation** **3. Minutes of Negotiation Meeting** **4. Any Addendum issued by the Procuring Entity** ***5. Any appendices and annexes***
3.	The Site is: **MOH Headquarters, Lilongwe**
4.	The version of Incoterms shall be: **INCOTERMS 2010**
5.	The language shall be: **ENGLISH**
6.	For **notices**, the Procuring Entity's address shall be: Attention: **The PIU Manager (ATT: Procurement Specialist)** Street Address: **Ministry of Health, GF/GAVI PIU, P. O. Box 30037, Lilongwe 3.** Floor/ Room number: **– CHSU, HIV AIDS Department Building** Email: **piuprocurement@mohpiu.com** For **notices**, the Supplier's address shall be:
7.	The formal mechanism for the resolution of disputes shall be: **Negotiation and Arbitration (As prescribed in PPDA Act 2017)**
8.	The scope of supply shall be defined in: **SCHEDULED C: STATEMENT OF REQUIREMENTS AND SCHEDULED D: TECHNICAL SPECIFICATIONS**
9.	The price adjustment shall be: **N/A**
10.	The terms of payment shall be: **100% upon acceptance of delivery and confirmation of acceptable quality of the delivered items.** **Document to be submitted for payments: -** 1. Commercial Vat invoice (With VAT Registration Number) 2. Signed Delivery note 3. Copy of Signed Purchase Order (Contract) – With all attachments 4. Copy of Company Registration Certificate 5. Copy of PPDA Registration Certificate 6. Copy of MRA Tax Registration Certificate 7. Copy of MRA Tax Clearance Certificate 8. Any other Required Documents Depending on the Type of Procurement
11.	The currency for payments shall be: **Malawi Kwacha**
12.	The Supplier shall be responsible for all import duties and taxes imposed by law in Malawi on the Goods except for the following: **N/A**
13.	The packing, marking and documentation within and outside the packages shall be: **The packing shall be sufficient to withstand, within limitation, rough handling and exposure to the extreme temperatures,**

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

No.	Special Conditions
	salt and precipitation, and open storage. Packing case, size and weights shall take into consideration destination and the absence of heavy handling facilities at all points in transit
14.	The insurance coverage shall be: **in an amount equal to 110% of DDP value of goods from 'warehouse to 'warehouse on all risks basis, including war risks and strikes.**
15.	Responsibility for transportation of the Goods to the specified delivery place shall be: **The supplier's**
16.	The liquidated damages shall be: **as per GCC 18**
17.	The maximum total percentage for liquidated damages shall be: **as per GCC 18**
18.	The period of validity of the Warranty shall be: **N/A**
19.	The period of validity of the Guarantee shall be: **N/A**
20.	The repair or replace period for defective items will be: **30 days**
21.	The following activities are prohibited: 1. Corrupt Activities 2. Fraud Activities 3. Illegal Activities 4. Criminal Activities 5. Child Labour 6. Unauthorized Modification to the Purchase Order 7. Others
22.	The Procuring Entity's prior approval is also required for: 1. All Modifications that will alter the Agreement. 2. Claim / Claims of whatsoever including any losses or injury incurred directly and indirectly pertaining to the contract if changes are affected based on any other instruction from whosever, none other than the MoH-PIU Manager will **NOT** be accepted.
23.	Payment shall be made by the Procuring Entity within **45 days** of receipt of the request for payment [and within **60 days** in the case of the final payment if there was partial / advance payment].
24.	Prices charged by the Supplier shall not vary from the prices quoted in the Local Purchase Order. **1. The prices shall remain valid and fixed for the duration of the agreement.** **2. No amendment or modifications of the prices will be allowed**

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

Government of Malawi –General Conditions of Contract for Local Purchase Orders

1.1 The following terms shall be interpreted as indicated:

(a)"Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

(b)"Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c)"Goods" means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d)"Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e)"Services" means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.

(f) "Works" means the construction, installation, maintenance, refurbishment, repair and related activities required under a Contract for the provision of Works as defined in the Contract.

(g)"Purchaser" means the Procuring Entity purchasing the Goods, Works or Services, as named in the Contract.

(h)"Supplier" means the individual or firm supplying the Goods, Works or Services, as named in the Contract.

2. Country of Origin

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

2.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

3. Standards

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

4. Patent Rights

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

5. Inspections and Tests

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

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

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

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

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

6. Packing

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

6.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the contract documents and through any subsequent instructions issued by the Purchaser.

7. Delivery and Documents

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

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

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

8. Insurance

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

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

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

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d)personal injury or death.

8.4 For Services contracts the Supplier shall provide:

(a) public liability insurance;

(b) third party insurance;

(c) professional liability insurance, where appropriate;

(d) employer's liability and workers' compensation insurance in respect of the personnel of the Supplier and of any sub-consultant.

9. Transportation

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 7.2. No restriction shall be placed on the choice of carrier.

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

10. Incidental Services

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

11. Spare Parts

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

12 Warranty

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

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

12.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

12.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

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

13. Payment

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

13.2 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of an invoice or claim by the Supplier.

13.3 Payments shall be made in Malawi Kwacha unless otherwise stated in the contract documents.

14. Prices

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

15. Contract Amendments

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

16. Assignment

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

17. Delays in the Supplier's Performance

17.1 Delivery of goods, performance of works and services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

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

17.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Purchaser may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance. The percentage rates shall be as follows:

1.0% for the first week of delay or any part thereof;

1.5% for the second week of delay or any part thereof;

2.0% for the third week of delay or any part thereof;

3.0% for the fourth week of delay or any part thereof;

4.0% for any further month of delay up to a total maximum deduction of 15% of the value of the delayed goods, works or services.

Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19.

19. Termination for Default

19.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 17; or

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

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

For the purpose of this Clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial non-competitive levels;

"coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or effect the execution of a contract.

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

20. Force Majeure

20.1 Notwithstanding the provisions of GCC Clauses 17, 18, and 19, the Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

21. Termination for Convenience

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

21.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

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

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

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

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

22. Settlement of Disputes

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

22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

22.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service within the Republic of Malawi.

22.5 Notwithstanding any reference to arbitration herein,

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

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

23. Limitation of Liability

23.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4,

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

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

24. Governing Language

24.1 The Governing Language shall be English.

25. Applicable Law

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

26. Notices

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

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

27. Taxes and Duties

27.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the Republic of Malawi.

27.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

Procurement Number: MOH/RFQ/G/GF-HIV-TB/2025/020

Office Copy

Ministry of Health
Global Fund / GAVI PIU

INVITEE LIST

INVITATION TO BID / REQUEST FOR QUOTATION

Bid / RFQ No	: **MOH/RFQ/G/GF-HIV-TB/2025/021**
Description	: **Supply of Food Nutrients for Q4**
Issue Date	: 14/05/2025
Name	: Evance Jeremiah
Closing date and time of submission	: 18/05/2025
Requesting Section	: NTP

The following suppliers were invited submit quotation / bid under this request

Signed: ……
Name:
Title/Position: Procurement Officer
Date: 09/05/2025

Signed: ……
Nam:
Title/Position: Procurement Specialist
Date: 09/05/2025