For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

Nkhotakota District Council

Request for Quotations (for Works)

Procurement Reference Number: KK/IPDC/DHO/FENCE-CDF/FY2627

To: ……

.……

…… Date: **13th November, 2026.**

The Procuring and Disposing Entity named above invites you to submit your quotation for carrying out the Works as described herein. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS

1) Description of Works and Location

CONSTRUCTION & REHABILITATION OF NKHOTAKOTA DISTRICT HOSPITAL PERIMETER BLOCK FENCE FUNDED BY RCDF

2) Works are to commence within: **Seven (14) days** from the date of order.

3) Works to be completed within: **90 days** from the date of order.

4) Quotations must be valid for **Ninety (60) days** from the deadline for submission.

5) Quotations and supporting documents as specified in Section C must be clearly marked with the Procurement Number given above and must indicate acceptance of the stated terms and conditions.

6) Quotations must be received, in sealed envelopes no later than: **14:00 Hours** on **Tuesday, 24th November, 2026**

7) Quotations must be returned to the Chairperson of IPDC on the following address:

The Chairperson,
Internal Procurement and Disposal of Assets Committee
Nkhotakota District Council,
Private Bag 48,
Nkhotakota
Malawi.

For more information: Contact**: +265 999 414 520 / +265 885 424 044**

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

8) The attached Schedule of Rates and Prices (for contracts where payment is based on unit prices) at Section D details the works to be performed. You are requested to quote by completing Sections D. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works including all taxes and duties. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

9) Payment to the contractor shall be made within **Forty-Five (45) days** from the date of receipt of invoice.

Your quotation is to be returned by completing and returning this Form and *Sections D or E including any other information and certification as stated within this RFQ.*

SECTION B: QUOTATION SUBMISSION SHEET

1) Currency of Quotation: Malawian Kwacha

2) Works will commence within ……. **[**days/weeks/months] from date of Purchase Order.

3) Works will be completed within …… **[**days/weeks/months] from date of Purchase Order.

4) Validity period of this quotation is …….. **[**days/weeks/months] from the date for receipt of Quotations.

5) We attach the following documents:

(a) Section D and E of the Request for Quotations completed and signed;
(b) A copy of our Trading Licence;
(c) A copy of our Annual Tax Clearance Certificate (for last financial year);
(d) A list of recent Government contracts performed; **2024,2025 & 2026**
(e) A valid copy of CIRA Certificate (**up to 500 Million Category**);
(f) A valid copy of MSME Certificate;
(g) A valid copy of PPDA Certificate;
(h) Initialled Priced Bill of Quantities;
(i) Key Personnel Schedule and Resume and Declaration for Key Personnel;
(j) Equipment;
(k) Site Organization;
(l) Method Statement;
(m) Mobilization Schedule;
(n) Construction Schedule
(o) Program of works schedule;
(p) Normal Working Hours;
(q) List of Basic Labour Rates;
(r) List of Basic Plant Hire Rates;
(s) The Analysis of Major Unit Rates; and

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

(t) **Code of Conduct for Contractor's Personnel (ES)**

The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel, to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract; and

(u) Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

- *Water Resource Protection Plan to prevent contamination of drinking water*.
- *Boundary marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts*.
- *Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.*

(v) proposed program (90 days) (work method and schedule) descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents must be attached to the bidder's technical proposal**.**

(w) **liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than**

MKW 100,000,000.00 for up to 200 million categories

(letters from the bank should be addressed to Mchinji District council and state the actual amount of credit facility available and have to be dated within six (6) months before the date of bid submission. The address on the letter of credit shall be to Mchinji district council private bag 1 Mchinji Malawi

6) We offer to supply in conformity with the Request for Quotations Documents and in accordance with the delivery schedule required in Section D: Schedule of Requirements].

7) Our price shall be fixed for the duration of the validity period.

8) We declare that our firm, Directors and officials do not engage in corrupt, fraudulent and/or uncompetitive practices whenever participating in procurement proceedings.

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

Signature : _____ Name: _____

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

Authorised for and on behalf of (Company name):

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

Company : _____ _____

Registered Address: .....

.....

If any additional documentation is attached to your quotation, a signature and authorisation at Section C and D 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 C and D, the quotation may be rejected.

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

SECTION D: SCHEDULE OF RATES AND PRICES (TO BE PRICED BY BIDDER)
For Contracts where Payment is to be based on Quantities of Work actually performed (admeasurement) at the unit rates quoted

Item No.	Description of Work	Unit of Measure	Estimated Quantity	Unit Price in Kwacha	Total Price in Kwacha
1.	As Per attached BOQs				
			Sub-Total Estimated Price		
			***17.5%** VAT*		
			***1%** CIRA Levy*		
			***1%** PPDA Levy*		
			Total Contract Price		

The following attachments are appended to clarify the Description of Work:
[***List each attachment e.g. drawings and detailed technical specifications***]

Authorised By:

Signature _____ Name: _____

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

Authorised for and on behalf of:

Company _____

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

SECTION E: BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Date: **.....**

Procurement Reference No.: **KK/IPDC/DHO/FENCE-CDF/FY2627**
Page **.....** of **.....** pages

To: Nkhotakota District Council.

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

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

Details of beneficial ownership

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

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

OR

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

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

OR

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

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

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

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

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

Signature of the person named above: _____

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

SECTION F: EVALUATION OF QUOTATION

1) Quotations that are responsive, qualified and technically compliant will be ranked according to price.

2) Award of contract will be made to the lowest evaluated quotation by the issue of a Local Purchase Order.

3) Qualification Criteria

(a) Average Annual Volume (**AAV**) of construction work over the past **Three (3) financial years (2022/2023, 2024/2025, 2025/2026)** of at least **three hundred Million Malawi Kwacha** (**MK300,000,000.00). Attach Completion certificates** and their corresponding **payment Vouchers.**

(b) **Experience** as **prime contractor** in related Works of at least **Three (3)** works of a similar nature and complexity equivalent to the Works over the last **Three (3) financial years (2022/2023, 2024/2025, 2025/2026)** **Evidence required**: 1. **Works** cited on (**b**) should be **One Hundred percent (100%)** complete. 2. **Three (3) Completion certificate** of the works cited on (**b**) and their corresponding **payment Vouchers.**

(c) Proposals for the timely acquisition (own, lease, hire, etc.) of the following **essential equipment**:

Id	Equipment Description	Quantity (Minimum)	Capacity	Earliest Year of Manufacture
1	Concrete Mixer	2	1 m3	≥2000
2	Concrete vibrator	2		≥2000
3	4x4 Pickup	1	1 Tonne	≥2000
4	Flat Lorry	2	10 Tonnes	≥2000
5	Wheelbarrows	20		≥2000
6	Shovels	20		≥2000

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

Type of Equipment*		
Equipment Information	**Name of manufacturer,**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source*	**Indicate source of the equipment** **· Owned · Rented · Leased · Specially manufactured**	

(d) **Key personnel** with the following qualifications and experience:

Id	Title	Academic Qualification	Years of General gt Construction Experience	Years of Specific Construction Experience	Number of Personnel
1	Project Site Manager/Contract Manager	BSc Civil Eng/ B. Architecture	≥ 7	≥ 5	1 Specialist for the project
2	Site foreman/ Agent (Building)	Diploma in Architecture/Civil Engineering/Foremanship Certificate	≥ 5 (Diploma) ≥ 10 (Foremanship Certificate)	≥ 3 ≥ 7 (Respectively)	1 Foreman per site
3	Quantity Surveyor	BSc Quantity Surveying	≥ 3	≥ 2	1 Specialist for the project
4	Environmental Specialist	BSc Environmental Science	≥ 3	≥ 2	1 Specialist for the project
5	Social Specialist	BSc in Gender Studies/ Social Work/Equivalent	≥ 3	≥ 2	1 Specialist for the project
6	Health and Safety Specialist	BSc Public Health/ Equivalent	≥ 3	≥ 2	1 Specialist for the project

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

(e) CIRA CATEGORY

All 2025/2026 Financial Year renewed/registered Building Engineering Contractors with Construction Industry Regulatory Authority (CIRA) of Malawi in the ≥ 200 Million Kwacha Building Works Category and above.

(e) The Analysis of Major Unit Rates shall be used to determine the substantial responsiveness of the bid as follows:

1. Bidders must demonstrate that major unit rates in the bills of quantities are not lower than the rates in the **analysis of major unit rates** submitted by the bidder.

2. Bidders must demonstrate that prices in the analysis of major unit rates are not lower than the prices on the **list of basic labour rates and list of basic material rates** submitted by the bidder.

(f) Complete fully the following schedules below as they form part of the bid to be submitted for use in post-qualification determination of a responsive bid:

- Normal Working Hours
- List of Basic Labour Rates
- List of Basic Material Rates
- List of Basic Plant Hire Rates
- Analysis of Major Unit Rates

(g) OTHER SCHEDULES

- site organization
- method statement
- mobilization schedule
- construction schedule
- code of conduct for contractor's personnel form

4)

Signed: ……Date: ……..

Name: Haleema Binali Title/Position: Procurement Officer

For and on behalf of the Procuring and Disposing Entity

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

TABLE OF CONTENTS

Definitions 13
Country of Origin 14
Standards 14
Patent Rights 14
Inspections and Tests 14
Packing 15
Delivery and Documents 15
Insurance 16
Transportation 16
Incidental Services 17
Spare Parts 17
Warranty 17
Payment 18
Prices 18
Contract Amendments 18
Assignment 18
Delays in the Supplier's Performance 19
Liquidated Damages 19
Termination for Default 19
Force Majeure 20
Termination for Convenience 21
Settlement of Disputes ..... **Error! Bookmark not defined.**
Limitation of Liability 22
Governing Language 22
Applicable Law 23
Notices 23
Taxes and Duties 23

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

1. DEFINITIONS

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

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

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

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

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

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

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

2. COUNTRY OF ORIGIN

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

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

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

3. STANDARDS

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

4. PATENT RIGHTS

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

5. INSPECTIONS AND TESTS

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

5.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and

production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.

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

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

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

6. PACKING

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

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

7. DELIVERY AND DOCUMENTS

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

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

8. INSURANCE

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

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

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

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

(b) loss of or damage to Equipment;

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

(d) personal injury or death.

8.4 For Services contracts the Supplier shall provide—

(a) public liability insurance;

(b) third party insurance;

(c) professional liability insurance, where appropriate; and

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

9. TRANSPORTATION

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

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

11. PROTECTION OF THE ENVIRONMENT

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

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

12. INCIDENTAL SERVICES

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

13. SPARE PARTS

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

14. WARRANTY

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

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

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

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

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

15. PAYMENT

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

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

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

16. PRICES

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

17. CONTRACT AMENDMENTS

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

18. ASSIGNMENT

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

19.3 Except as provided under clause 22, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to clause 20, unless an extension of time is agreed upon pursuant to clause 17.

20. LIQUIDATED DAMAGES

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

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

21. TERMINATION FOR DEFAULT

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

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

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

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

21.3 For the purpose of this Clause—

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

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

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

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

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

FORCE MAJEURE

22.1 Notwithstanding the provisions of clauses 17, 18, and 19, the Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

or other failure to perform its obligations under the Contract is a result of an event of Force Majeure.

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

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

22. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

For all the correspondences, write to

The District Commissioner

Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

23. SETTLEMENT OF DISPUTES

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

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

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

24.4 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 Procuring and Disposing Entity shall pay the Supplier any monies due.

24. LIMITATION OF LIABILITY

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

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

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

25. GOVERNING LANGUAGE

For all the correspondences, write to

The District Commissioner



Nkhotakota District Council

Private Bag 48

Nkhotakota - Malawi

The Governing Language shall be English.

26. APPLICABLE LAW

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

27. NOTICES

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

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

28. TAXES AND DUTIES

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