



Zomba City Council

Request for Quotations

PROCUREMENT REFERENCE NUMBER: ZCC/HEALTH/LREV/FLEA-MRKT/2026-2028/05

To:
.....
.....

Date: 19TH August 2026

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

SECTION A: QUOTATION REQUIREMENTS

1. Description of Services and Location

Provision of Cleaning Services and waste management Services at Flea Market

2. Services are to commence within: **5 days** from the date of order.
3. Services are to be completed within: **24 months** from the date of commencement.
4. Quotations must be valid for **30 days** from the deadline of submission.
5. Quotations and supporting documents as specified in Section B must be marked with the Procurement Reference Number given above and indicate acceptance of the stated terms and conditions.
6. Quotations must be received, in sealed envelopes no later than: **14:00 pm** on **27th August, 2026**.
7. Quotations must be returned to the Chairperson of the IPDC: [*at address below*]

Attention: **The Chairman, Internal Procurement and Disposal Committee**

Street Address: **Civic Offices, Nkulichi Road**

Name of Building: **Civic Offices**

Floor/Room number: **2nd Floor Room 25**

Town/City: **Zomba** Postal Address/Post Code: **43, Zomba, Malawi**

- 8.** The attached Schedule of Rates and Prices in Section C together with any Terms of Reference or other documentation mentioned in Section C and appended, detail the services to be performed. You are requested to quote by completing Sections C and D. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services including all taxes, levies and duties. The total cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.

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

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SECTION B: QUOTATION SUBMISSION SHEET

1. Currency of Quotation: Malawi Kwacha
2. Services will commence within (*days*) from date of Purchase Order.
3. Services to be completed within [*months*] from date of commencement.
4. Validity period of this quotation is *days/weeks/weeks*] from the deadline for submission.
5. We enclose the following documents:
 - (i) Section C of the Request for Quotations completed and signed;
 - (ii) A copy of Business Registration Certificate
 - (iii) A copy of our ZCC Trading Licence
 - (iv) A copy of our Annual Tax Clearance Certificate (for the last financial year)
 - (v) A copy of PPDA Certificate (Service)
 - (vi) A list of recent Government contracts performed
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. We have examined and have no reservations to the Request for Quotations Document, including Addenda No: (*Insert Number and date*) of Addenda.
8. Our price shall be fixed for the duration of the validity period.
9. We declare that our firm, Directors and Beneficial owners 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):

Company _____

Registered Address:

.....

.....

If any additional documentation is attached to your quotation, a signature and authorisation in Section C and Section D is still required as confirmation that the terms and conditions of this

RFQ prevail over any attachment. If the Quotation is not authorised in Section C and Section D, the quotation may be rejected.

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Section C: Schedule of Rates and Prices (to be priced by Bidder)

Item No.	Description of Services (Append detailed specifications, requirements, explanations and/or Terms of Reference as necessary)	Unit of Measure	Quantity	Unit Price Kwacha	Total Price Kwacha
1	Provision of cleaning service& waste management services. Note that the reserved prices for Flea Market Mk 835,000.00 per month respectively	Month	1		
				<i>Sub-Total</i>	
				<i>VAT 17.5</i>	<i>Inclusive</i>
				<i>PPDA Levy (1%)</i>	<i>Inclusive</i>
				<i>Total Bid Price</i>	

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

The following attachments are appended to clarify the Description of Services:
Annex A – Terms of Reference for the Provision of Cleaning and Waste Management Services in Public Markets within Zomba City (Procurement Reference No. ZCC/LREV/HEALTH/MRKT/CLEANSING/2026-2028), appended in full to this Request for Quotations and forming part of it.

AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____
Official Date Stamp: _____

SECTION D: Beneficial Ownership Disclosure

T1B 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: **[insert date]**

Procurement Reference No.: ZCC/HEALTH/LREV/FLEA-MRKT/2026-2028/05

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

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

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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

Name of the Bidder: [insert **complete name of the Bidder**]¹

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

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

Signature of the person named above: _____

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

¹ In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

² Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

SECTION E: EVALUATION OF QUOTATIONS

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.

Signed: Name.....

Title/Position:

For and on behalf of the Procuring and Disposing Entity

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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1. DEFINITIONS

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

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

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

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

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

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

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

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

2. COUNTRY OF ORIGIN

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

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

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

3. STANDARDS

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

4. PATENT RIGHTS

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

5. INSPECTIONS AND TESTS

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

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

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

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

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

6. PACKING

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

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

7. DELIVERY AND DOCUMENTS

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

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

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

8. INSURANCE

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

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

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

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

8.4 For Services contracts the Supplier shall provide—

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

9. TRANSPORTATION

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

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

10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

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

11. PROTECTION OF THE ENVIRONMENT

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

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

12. INCIDENTAL SERVICES

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

13. SPARE PARTS

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

14. WARRANTY

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

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

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

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

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

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

15. PAYMENT

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

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

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

16. PRICES

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

17. CONTRACT AMENDMENTS

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

18. ASSIGNMENT

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

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 19.1 Delivery of goods and/or performance of works or services shall be completed by the Supplier in accordance with the time schedule prescribed in the contract.
- 19.2 If at any time during performance of the Contract, the Supplier or its subcontractor encounters conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 19.3 Except as provided under clause 22, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to clause 20, unless an extension of time is agreed upon pursuant to clause 17.

20. LIQUIDATED DAMAGES

- 20.1 If the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Procuring and Disposing Entity may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance.
- 20.2 Once the maximum is reached, the Procuring and Disposing Entity may consider termination of the Contract pursuant to clause 21.

21. TERMINATION FOR DEFAULT

- 21.1 The Procuring and Disposing Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part —
- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to clause 17;

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

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

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

21.3 For the purpose of this Clause—

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

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

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

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

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

FORCE MAJEURE

- 22.1 Notwithstanding the provisions of clauses 17, 18, and 19, the Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.3 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22. TERMINATION FOR CONVENIENCE

- 23.1 The Procuring and Disposing Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 23.2 The Procuring and Disposing Entity shall accept goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods, the Procuring and Disposing Entity may decide—
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
- 23.3 For Works contracts, the Procuring and Disposing Entity shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of

removal of equipment and securing the site, and relocation of Supplier's personnel.

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

23. SETTLEMENT OF DISPUTES

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

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

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

- 24.4 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

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.

ANNEX A

TERMS OF REFERENCE

Provision of Cleaning and Waste Management Services in Public Markets within Zomba City

Attached to and forming part of the Request for Quotations for Lot 5 – Flea Market

Procurement Reference No.: ZCC/HEALTH/LREV/FLEA-MRKT/2026-2028/05

The Terms of Reference below apply to all public markets covered by this procurement. Bidders quoting for this Lot shall have regard in particular to the entries for Flea Market.



Subject of Procurement

**PROVISION OF CLEANING AND
WASTE MANAGEMENT SERVICES
IN PUBLIC MARKETS WITHIN
ZOMBA CITY**

Procurement Reference Number

**ZCC/LREV/HEALTH/MRKTS/CLEAN
SING/2026-2028**

Procurement Method

National Competitive Bidding

Date of Issue

18th August, 2026.

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND WASTE MANAGEMENT SERVICES IN PUBLIC MARKETS WITHIN ZOMBA CITY

1. BACKGROUND

Zomba City Council is a corporate body established under the Local Government Act of 1998. The Chief Executive Officer supported by eight technical departments, heads the administrative part of the Council. The political part of the Council is headed by the Mayor. Zomba City serves both as a commercial and administrative centre for the eastern region comprising five districts namely: Zomba, Machinga, Phalombe, Balaka and Mangochi besides being the fourth largest urban centre in Malawi. It has an estimated day population of about 350,000 and a projected catchment population of about 3.5 million.

In accordance with the Local Government Act (1998, as amended) and other relevant legislation governing environmental health and sanitation, Zomba City Council is mandated to provide efficient and sustainable municipal solid waste management services. These services may be delivered directly by the Council or through partnerships with private sector operators and other authorized service providers. Beyond waste management, the Council is also responsible for creating an enabling environment that supports commerce, investment, and improved livelihoods through the provision and maintenance of clean, safe, and functional public facilities.

As part of this mandate, Zomba City Council owns and operates eight public markets within its jurisdiction, which serve as critical centres of trade and economic activity. These markets accommodate thousands of traders and customers on a daily basis and therefore require effective sanitation and waste management services to safeguard public health, protect the environment, and maintain acceptable standards of cleanliness.

The Council has a statutory obligation to ensure that these public markets are maintained in a clean, safe, and habitable condition at all times. Effective waste management in these facilities is essential for preventing disease outbreaks, protecting

the environment, enhancing the aesthetic appeal of the city, and promoting a conducive business environment for traders and consumers alike.

At present, the Department of Health and Social Services (DHSS) provides solid waste management and cleaning services directly across all public markets. However, increasing waste generation, growing market populations, limited financial and human resources, and competing service delivery priorities have made it increasingly challenging for the Council to sustain efficient and effective operations through direct service provision.

To improve service quality, operational efficiency, and value for money, Zomba City Council intends to outsource the provision of cleaning and solid waste management services in the following public markets to qualified private service providers.

Table 1: List of public markets to be outsourced

S/N	MARKET NAME	WARD
1	Central	Central
2	Flea Market	Central
3	Chinamwali	Chinamwali
4	Ngongomwa	Likangala
5	Sadzi	Sadzi

The engagement of private operators is expected to enhance service standards, improve responsiveness and accountability, optimize resource utilization, and enable the Council to concentrate on its regulatory and supervisory responsibilities.

These Terms of Reference (ToR) have therefore been developed to define the scope of services, performance expectations, roles and responsibilities, contractual obligations, and monitoring arrangements that will govern the partnership between Zomba City Council and the successful private service provider(s).

2. GUIDING PRINCIPLES OF THE TORS

These TORs shall generally be governed by among others the following principles:

- i. Zero pollution of ground and surface water bodies

- ii. Waste-for-worth
- iii. Equity, Effective and efficient waste management
- iv. Public Private Partnership (PPP) in service delivery.
- v. Innovation and Sustainability
- vi. Health and safety including fire prevention.

3. LEGISLATIVE FRAMEWORK

Notwithstanding the provisions of these terms of reference (TORs) all operators shall comply with relevant sanitation legal and policy frameworks including Environmental Management Act, Sanitation and Hygiene Promotion Act, Waste Management and Sanitation Regulations (2008), Public Health Act, National Sanitation Policy (2008), Zomba City Council Sanitary Arrangements By-Laws, Zomba City Council General cleanliness (Rubbish and Rubble) By-Laws and any other support By-Laws.

Thus, any operator or agent contravening any of the provisions therefore shall be liable for an offense as prescribed in the applicable laws of Malawi and that of Zomba City.

4. GENERAL PROVISIONS OF SERVICES CONTRACT

The Contractor shall provide comprehensive cleansing and solid waste management services on behalf of Zomba City Council (ZCC) in accordance with the applicable laws, regulations, policies, standards, and guidelines governing environmental sanitation and public health in Malawi. The services shall, at a minimum, comply with:

- i. The Environmental Management Act, 2017 (and its Regulations);
- ii. The Public Health Act;
- iii. The Local Government Act;
- iv. The Constitution of the Republic of Malawi;
- v. Zomba City Council By-laws;
- vi. Any other relevant legislation, policies, directives, or regulations issued by the Government of Malawi or Zomba City Council during the contract period.

The Contractor shall ensure that all services are delivered in a professional, efficient, safe, environmentally sustainable, and timely manner while maintaining high standards of cleanliness, hygiene, and customer service across all designated public markets.

This assignment is open to legally registered local firms with demonstrable experience in waste management, environmental sanitation or related services. Joint ventures or consortiums comprising eligible firms may also participate, provided they meet the qualification requirements stipulated in the procurement documents.

The scope of work shall include, but shall not be limited to, the following:

a) Routine cleaning of market premises

Carry out daily and periodic cleaning of all designated market areas through sweeping, mopping, scrubbing, washing, and other appropriate cleaning methods using suitable tools, equipment, and cleaning materials. The cleaning shall cover, among others:

- i. Trading spaces and stalls;
- ii. Internal roads and access routes;
- iii. Pedestrian walkways and passageways;
- iv. Loading and unloading areas;
- v. Public gathering areas;
- vi. Drainage channels, culverts, and conduits;
- vii. All other common areas within and immediately surrounding the market premises.

b) Provision and management of waste receptacles

Supply, strategically position, label, and maintain adequate waste receptacles/bins and other approved waste containment facilities at designated locations within each market. The Contractor shall ensure that:

- i. Waste receptacles/bins are sufficient for the volume of waste generated;
- ii. Receptacles/bins remain clean, functional, and in good condition;
- iii. Overflowing of waste is prevented at all times; and
- iv. Waste segregation practices are promoted where feasible, in accordance with Council guidelines.

c) Waste collection, removal, and transportation

Collect, remove, and transport all solid waste generated within the markets from points of generation to the Council designated temporary storage sites. Waste collection shall be undertaken at frequencies sufficient to prevent waste accumulation, offensive odours, pest infestation, environmental pollution, or obstruction of market activities .The Contractor shall ensure that:

- i. Waste is not allowed to accumulate within the market premises beyond the service intervals specified in this Terms of Reference;
- ii. All waste generated within the market premises is promptly collected and deposited into designated refuse bins, skips, or other Council-approved waste containment facilities before transportation to the designated disposal site. Waste shall not be left on the ground, around skips, or in any unauthorized location;
- iii. Waste handling minimizes littering, spillages, dust generation, and nuisance to traders and the public; and
- iv. All waste is disposed of only at facilities designated or approved by Zomba City Council.

d) Grounds maintenance and landscaping

Maintain the general appearance of the market environment through routine grounds maintenance activities, including:

- i. Bush clearing and vegetation control;
- ii. Grass cutting and maintenance of road verges;
- iii. Removal of weeds and invasive vegetation;
- iv. Landscaping and beautification of designated areas; and

- v. Keeping all open spaces clean, safe, and aesthetically appealing.

5. SPECIFICATION OF THE SERVICE SCOPING

Specific Terms of Reference for the assignment include:

A. MARKETS DESCRIPTION AND COVERAGE

The table below provides specific point of service delivery, description and scope of the desired services, and desired scoping in terms of workforce.

Table 2: Specific Market Description and Scoping of Services

S/N	MARKET NAME	DESCRIPTION OF THE MARKET PREMISES	WORKFORCE (MH)
1	Central Market	i. All trading spaces, stalls, open market areas, pedestrian walkways, access roads, common areas, drainage channels, culverts, and all other public spaces within the market premises, including the area immediately surrounding the perimeter fence. ii. The Central Market public toilet facilities located within the market premises are excluded from the scope of this contract. iii. All ring roads, road reserves, drainage channels, culverts, and associated public spaces surrounding the market on all sides shall form part of the service area and shall be kept clean and free from waste, silt, and other obstructions. iv. All designated vehicle parking bays, loading and unloading areas, and any	6

		surrounding public parking spaces serving the market.	
2	Flea Market	v. All trading spaces, stalls, open areas, pedestrian walkways, access roads, drainage channels, culverts, and all other common areas within the market, including the area immediately surrounding the perimeter fence. vi. The entire area extending from the designated skip yard to the Chiyimilire Ring Road, including all access routes, open spaces, and drainage structures along the corridor. vii. The area stretching from the Central Mosque along the Ring Road to the Mechino area, including adjoining walkways, road verges, drainage channels, and public spaces falling within the Council-designated service boundary. viii. All designated vehicle parking bays, loading and unloading zones, associated access roads, and all drainage infrastructure serving these areas. ix. Public toilet facilities located within the market premises are excluded from the scope of this contract. x. All pork vending benches, surrounding trading spaces, waste collection points, drainage channels,	4

		and associated public areas within the pork market section shall form part of the cleaning and solid waste management service area	
3	Mpondabwino/Ngomwa Market	xi. All trading spaces, stalls, open market areas, pedestrian walkways, access roads, drainage channels, culverts, and all other common areas within the market premises, including the areas immediately surrounding the perimeter fence. xii. The scope of services shall include both sides of the road corridor extending from Mbewa Turn-off to Abidjan Bar, the downstream area behind the market, the slaughter slabs and their surrounding environment, as well as all access roads leading to and from the bridge. xiii. Public toilet facilities located within the market premises are excluded from the scope of this contract. xiv. Under no circumstances shall the Contractor dispose of, dump, or accumulate waste beneath bridges or within drainage channels, along riverbanks.	6
4	Chinamwali Market	xv. All trading spaces, stalls, open market areas, pedestrian walkways, common areas, access roads, and all public spaces within the market premises,	6

		including the areas immediately surrounding the perimeter fence. xvi. The market square and all adjoining public open spaces located outside the market. xvii. The entire area extending from the Lilongwe Stage to the Chinamwali Girls Stage, including both sides of the road, pedestrian walkways, road reserves, and adjoining public spaces. xviii. Public toilet facilities located within the market premises are excluded from the scope of this contract. xix. All drainage channels, culverts, storm water drains, and associated drainage infrastructure located within the market, around its perimeter, and along the M3 Road. xx. All designated vehicle parking bays, loading and unloading zones, and any surrounding public parking spaces serving the market.	
5	Sadzi Market	xxi. All trading spaces, stalls, open market areas, pedestrian walkways, access roads, drainage channels, culverts, and all other common areas within the market premises, including the areas immediately surrounding the perimeter fence, shall be cleaned and maintained on a routine basis. xxii. Composting facility including drainage channels	4

		xxiii. Slaughter house including drainage channels xxiv. The entire corridor extending from the public transport stage serving vehicles travelling to Zomba Town up to the stage serving vehicles travelling to Limbe. xxv. The area between the market and turn off at Last Night along Mpunga road. xxvi. The public toilet facilities located within the market premises are excluded from the scope of this contract. xxvii. All designated vehicle parking bays, loading and unloading zones, and any surrounding public parking spaces serving the market.	
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B. CLEANING AND WASTE MANAGEMENT SERVICES

- a. Cleaning shall be done in all market places as described herein. This includes all spaces between vending stalls, corridors, storm drains located within the said market premise and all the surrounding premises.
- b. Cleaning services shall be rendered using the appropriate cleaning materials during working hours from **Sunday to Saturday** including public holidays.
- c. Cleaning services must commence at **06:00 hours** in the morning up to **17:00hours** every day.
- d. The cleaning of the premises must be done in the following order of preference on a daily basis:
 - i. Open spaces between vending stalls/shops – (three times per day).
 - ii. Drainages – at least once every day or devoid of wastes and overgrowths.

- iii. Waste collection (bin emptying), transportation and disposal to designated municipal pick-up or processing facility at least twice a day and whenever the bin is full
 - iv. Bush clearing and de-silting of storm drains to allow natural free flow of waste waters or storm waters.
- b. Maintaining proper landscaping and verges.

C. STAFF DEPLOYMENT AND SUPERVISORS OBLIGATIONS

- I. All cleaning staff must be dressed in distinctive acceptable PPEs at all times clearly marked by the Name or Trade Mark of the company at the back or any position of the uniform.
- II. Keep proof of evidence of periodical medical check-ups and wage bill accessible by the Council officers at all times.
- III. Cleaning the markets shall only be undertaken in the presence of the occupant(s) or vendors or their representative.
- IV. A lock up facility may be made available in for safekeeping of the cleaning materials and equipment but **not Council's obligation** to do so in every market premises.
- V. The supervisor of the Service Provider must:
 - a. Report on daily basis to the Chief Executive Officer of any defects in and to areas concerned e.g. broken fences, blocked toilets/urinals, broken drains etc. during the cleaning of the premises.
 - b. Do a weekly inspection on the quality and standard of cleaning services rendered. A weekly report in this regard must be provided to the Chief Executive Officer.

D. WASTE MANAGEMENT SERVICES

- I. Cause to separate waste as determined by the council from time to time depending on needs. Appropriate notice shall be given prior to execution of the same in writing by the designate officer.
- II. Store and transport waste to designated municipal processing or pick-up points located within a maximum of 100meters from the market boundaries.
- III. Provide appropriate temporal refuse receptacles and clearly marked or color coded describing the type and nature of refuse/waste/garbage that goes into specified containers. These shall at best be in line with the predefined color-coding and picture description by the council.
- IV. No one shall transfer/use/recycle waste from the market other than the authorized agents by the Council.

E. REPORTING PERFORMANCE

- i. The Service provider shall be required to be working closely with the Director of Health and Social Services or any designated officer of the City Council. The Director of Health shall be the Project Manager designate of the council.
- ii. The service provider is expected to provide Monthly Performance Reports to the Chief Executive Officer through the designate office of DHSS.
- iii. Reports should demonstrate innovations proposed as a way of improving sanitation of the market places and surrounding areas.
- iv. All reports and correspondence shall be prepared on A4 size sheets, and shall be typed in English and shall use Times New Roman (font size 12).
- v. All correspondences shall be in writing as described in (iv) above.

6. AGENTS/SERVICE PROVIDER OBLIGATIONS

- a. Submit comprehensive monthly performance reports to the Chief Executive Officer. The report should cover the following areas: waste management activities undertaken, operational challenges encountered, incidents reported, and corrective measures implemented during the reporting period.
- b. Comply fully with the Occupational Safety, Health and Welfare Act, the Public Health Act, the Environmental Management Act, and all other applicable laws and regulations.
- c. Conduct regular staff induction, refresher training, and safety drills on occupational health and safety, fire prevention and firefighting, first aid, emergency evacuation, security awareness, and other relevant safety procedures necessary for the safe execution of the services within the market premises.
- d. Obtain and maintain adequate insurance cover for all personnel, equipment, vehicles, tools, and other assets used in the execution of the contract. The Contractor shall bear full responsibility for any loss, theft, damage, destruction of property, or injury sustained by its employees or agents while performing the services.
- e. Provide all personnel with appropriate, adequate, and well-maintained working tools, equipment, uniforms, and Personal Protective Equipment (PPE), including but not limited to gloves, safety boots, reflective jackets,

face masks, overalls, and any other protective gear necessary for the safe and efficient performance of their duties.

- f. Separate waste at source in accordance with the waste classification and segregation requirements prescribed by Zomba City Council from time to time.
- g. Safely collect, temporarily store, and transport all waste generated within the market to Council-designated waste collection, transfer, processing, or pick-up points located within a maximum distance of 100 meters from the market boundaries, or to such other locations as may be designated by the Council. Waste shall be transported in a manner that prevents littering, spillages, odours, and environmental pollution.
- h. Provide, position, and maintain an adequate number of suitable temporary waste receptacles within the market. All receptacles shall be durable, leak-proof, and clearly labelled or colour-coded to indicate the type of waste to be deposited in each container.
- i. Ensure that no waste generated within the market is removed, transferred, salvaged, recovered, recycled, reused, or otherwise handled by any unauthorized person or entity. All waste recovery, recycling, or resource reclamation activities shall only be undertaken by individuals, organizations, or service providers expressly authorized in writing by Zomba City Council.

7. DURATION OF THE ASSIGNMENT

This assignment is expected to be undertaken daily from Sunday to Saturday for two (2) years from 6am to 5pm. The contract is subject to renewal accordingly subject to satisfactory performances.

8. EXPECTED OUTPUTS/DELIVERABLES

The following shall constitute some of the key deliverables as a measure of performance of the firm/operator/agent:

- i. Maintain clean and tidy market premises, ensuring no loose or unattended garbage throughout the day.
- ii. Ensure all refuse bins are emptied daily or twice daily, with no filled or overflowing bins left unattended for more than a day.

- iii. Transport waste to the designated municipal processing facility or collection point.
- iv. Keep drains and other open areas within the market clean, as detailed in the above table.
- v. Ensure the designated municipal waste collection point remains free of litter, with all waste disposed of inside the skip.
- vi. Eliminate fire hazards by removing excess grass, leaves, and wrappings to minimize risk.
- vii. Maintain custody of health and safety information and reports.
- viii. Develop and implement an Environmental and Social Management Plan for the markets.

9. QUALIFICATION OF THE OPERATOR

- i. Shall be registered under the Business Names Registration Act.
 - ii. Shall be registered with Malawi Revenue Authority or have any proof of tax compliance.
 - iii. The successful bidder shall be licensed with Zomba City Council under Business Licensing Act (2024) before commencement of services.
 - iv. Lead Technical personnel should have a minimum of Professional qualification in Environmental Health, Environmental Management or related field: Environmental Health, Public Health, Civil Engineering, Public Health engineering among other.
 - v. Demonstrate having adequate tools and equipment: provide a list of available tools to be used during the contract.
 - vi. Shall have demonstrable knowledge and experience in environmental management and public health matters and waste management or their proxy.
 - vii. The operator shall have well designated office premises with capacity to safely store tools equipment and materials.
- Shall have a simple Environmental Management System (EMS) in place to operate as such: cleaning and waste management