



**Republic of Malawi**

**ROADS FUND ADMINISTRATION**

**Request for Proposals Document**

**for the**

**Procurement of Consultancy Services**

**(Small Lump Sum Contracts)**

**INDIVIDUAL CONSULTANT**

**LOCAL CONSULTANTS**

<b>Subject of Procurement</b>	<b>CONSULTANCY FOR CONFIGURATION OF A MULTIPROTOCOL LABEL SWITCHING (MPLS) NETWORK AND NETWORK SEGMENTATION DESIGN</b>
<b>Procurement Reference Number</b>	<b>REF: RFA/NETWORK-ASSESSMENT/07/2024</b>
<b>Basis of Selection</b>	<b>QCBS</b>
<b>Date of Issue of Request for Proposal</b>	<b>19<sup>th</sup> July 2024</b>

## Part 1: Proposal Procedures

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# PART 1: PROPOSAL PROCEDURES

### 1.1 Procurement Reference Number: REF: RFA/NETWORK-ASSESSMENT/07/2024

1.2 Preparation of Proposals: You are requested to quote for these services by submitting separate technical and financial proposals, as detailed below. The standard forms in this Request for Proposals (RFP) may be retyped for completion but the Bidder is responsible for their accurate reproduction.

You are advised to carefully read the complete RFP document, including the Form of Contract in Part 3: Contract, before preparing your proposal.

1.3 Preparation of Technical Proposals: Technical proposals should contain the following documents and information:

1. the Technical Proposal Submission Sheet in this Part;
2. a brief methodology for performing the services;
3. a workplan, showing the inputs of the consultant
4. a summary of your experience in similar assignments;

1.4 Preparation of Financial Proposals: Financial proposals should contain the following documents and information:

1. the Financial Proposal Submission Sheet in this Part;
2. the Breakdown of Contract Price form in this Part for each currency of your proposal, showing all costs for the assignment, broken down into fees and reimbursable costs;
- 3.

1.5 Basis of Pricing and Payment: The contract will be a lump sum price contract. Payments will be made on the basis that the contract price shall be a fixed total lump sum, including all costs required to carry out the Services. The Breakdown of Contract Price shall be used only to determine the price for any additional services agreed.

1.6 Validity of Proposals: The proposal validity required is 90 days.

1.7 Sealing and marking of Proposals: The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Bidder's name, the name of the Procuring Entity and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Procuring Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

1.8 Submission of Proposals: Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected.

Date of deadline: \_\_\_\_\_ 30<sup>th</sup> July 2024 \_\_\_\_\_ (day, month and year).

Time of deadline: \_\_\_\_\_ 14:00hrs \_\_\_\_\_ (local time).

Address: The Chairperson

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Roads Fund Administration  
Head Office  
Ngerengere House (Off Mchinji Roads)  
P O Box 369  
Lilongwe 3

For Inquiries: Address to the above details; Email: [atambala@rfamw.com](mailto:atambala@rfamw.com)  
[rmanjanja@rfamw.com](mailto:rmanjanja@rfamw.com) and/or [hthembakako@rfamw.com](mailto:hthembakako@rfamw.com)

**1.9 Opening of Proposals:** Only the technical proposals will be opened in public at the time, date and address shown below by the Procuring Entity. Financial proposals will be kept unopened and the evaluation committee shall have no access to financial information until the detailed evaluation is concluded.

Date of opening: \_\_\_\_\_ 30<sup>th</sup> July 2024 \_\_\_\_\_ (day, month and year).

Time of opening: \_\_\_\_\_ 14:00hrs \_\_\_\_\_ (local time).

Address: Board Room  
Roads Fund Administration  
Head Office  
Ngerengere House (Off Mchinji Roads)  
P O Box 369  
Lilongwe 3

### **Prebid Conference:**

The RFA will conduct a Prebid meeting through Microsoft Teams for the assignment.

Date: 24<sup>th</sup> July 2024

Time: 10:00am

Link: **Meeting ID: 323 066 805 514**

**Passcode: g5bpuQ**

**1.10 Evaluation of Proposals:** The evaluation of proposals will use the Quality & Cost Based Selection procedure as detailed below:

- A. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the supplier has accepted all terms and conditions without material deviation or reservation;
- B. Technical evaluation \_\_\_\_\_ 80 \_\_\_\_\_;
- C. Financial evaluation \_\_\_\_\_ 20 \_\_\_\_\_.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

**1.11 Eligibility Criteria:** You are required to meet the following criteria to be eligible to participate in public procurement. **Please declare in writing the following:**

- A. have the legal capacity to enter into a contract;**

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- B. not be insolvent, in receivership, bankrupt or being wound up, not have had your business activities suspended and not be the subject of legal proceedings for any of the foregoing;**
- C. have fulfilled your obligations to pay taxes according to the tax laws of your country of registration;**
- D. are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi;**
- E. have not been convicted, or any of your directors or officers been convicted, of any criminal offence relating to obtaining or attempting to obtain a contract or subcontract;**
- F. are not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring Entity.**

In order to demonstrate compliance with these criteria, you should submit with the technical proposal appropriate documentary evidence.

Government-owned enterprises in the Republic of Malawi may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Procuring Entity.

1.12 Conflict of Interest: The Government of the Republic of Malawi (hereinafter called “the Government”) requires that Suppliers provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Suppliers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- A. A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- B. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatisation of public assets shall not purchase, nor advise

## Part 1: Proposal Procedures

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purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

- C. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment (iii) a member of the Procuring Entity's Internal Procurement Committee, or (iv) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

No agency or current employees of the Procuring Entity shall work as consultants under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. Bidders should be aware that existing government employees can only be nominated as personnel in Technical Proposals in accordance with the Government of Malawi's current regulations concerning external employment for government employees.

If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

1.13 Corrupt Practices: The Government requires that Procuring Entities, as well as Bidders and Consultants under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

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

## Part 1: Proposal Procedures

- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

### 1.14 Technical Criteria:

Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

<p>The Consultant should provide <b>at least three (3) references in the past two years</b> accompanied with contact details of respective clients indicating evidence of having undertaken similar assignments on Network assessment and validation.</p>	<p><b>20 points</b></p>
<p><b>The Consultant (60)</b></p> <ol style="list-style-type: none"> <li><b>1. Bachelor’s degree in computer science, Information Technology, or related field. (10)</b></li> <li><b>2. Relevant certifications such as CCNP (Cisco Certified Network Professional) or relevant Aruba certifications. (20)</b></li> <li><b>3. Minimum of 5 years of experience in network design and configuration. (20)</b></li> <li><b>4. Network Assessment Attributes (10)</b></li> </ol> <p><i>Proven experience with MPLS technology, including configuration and troubleshooting.</i></p> <p><i>Strong knowledge of routing protocols (BGP, OSPF) and Quality of Service (QoS) policies.</i></p> <p><i>Experience with network segmentation, including VLANs, subnets, and ACLs.</i></p> <p><i>Experience with network security best practices.</i></p> <p><i>Excellent communication and documentation skills.</i></p>	<p><b>60 points</b></p>
<p><b>Methodology and Work Plan</b> (Clear Description of the assignment will be conducted)</p>	<p><b>20 points</b></p>

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Total:	<b>100 points</b>

The minimum technical score required to pass the technical evaluation is 80 points.

### 1.15 Financial Criteria:

Financial scores shall be determined by awarding 100 points to the lowest priced proposal and giving all other proposals a score which is proportionate to this.

Total scores shall be determined using a weighting of **80 % (0.8)** for technical proposals and a weighting of **20 % (0.2)** for financial proposals.”

1.16 Currency: Proposals may be priced in Malawi Kwacha or any other freely convertible currency and in up to two currencies. The currency of evaluation will be **Malawi Kwacha**. Proposals in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Reserve Bank of Malawi fourteen (14) calendar days prior to the date of the submission deadline.

1.17 Recommendation for Award: The proposal            **with the highest total score**            shall be recommended for award of contract, subject to any negotiations required.

1.18 Award of contract: Award of contract shall be by placement of a Contract in accordance with Part 3: Contract, or any other formal notice to the bidder

1.19 Right to Reject: The Procuring Entity reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

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### Technical Proposal Submission Sheet

*Note to Bidder: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.*

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Technical Proposal:	

We offer to provide the services described in the Schedule of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: \_\_\_\_\_ days/weeks/months from the time and date of the submission deadline.

We enclose a separately sealed financial proposal.

#### Technical Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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### Financial Proposal Submission Sheet

*Note to Bidders: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency or currencies permitted in the instructions above.*

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: \_\_\_\_\_ and \_\_\_\_\_.

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

#### Financial Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Part 1: Proposal Procedures

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### Breakdown of Contract Price

*[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional services.]*

Procurement Reference Number: \_\_\_\_\_

Currency of Fees: \_\_\_\_\_

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
<b>TOTAL:</b>				

Currency of Reimbursable Costs: \_\_\_\_\_

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>TOTAL:</b>				

**TOTAL PRICE:** \_\_\_\_\_

#### Breakdown of Contract Price Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

## Part 1: Proposal Procedures

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### 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 a joint venture, the Bidder must submit a separate Form for each member of the Joint Venture. The beneficial ownership information to be submitted in this Form shall be current as at 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.: **[insert procurement reference number]**

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

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

In response to the invitation for bid dated **[insert date of invitation for bid]** we hereby submit beneficial ownership information: **[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

## Part 1: Proposal Procedures

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, telephone number(s), email address, postal and physical addresses]			

### OR

(ii) We declare that there is no Beneficial Owner who has not been disclosed 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.

### 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]

7. directly or indirectly holding 5% or more of the shares
8. directly or indirectly holding 5% or more of the voting rights

## Part 1: Proposal Procedures

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9. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”
10. 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;
11. has a significant stake in a company and on whose behalf activity of a company is conducted; or
12. 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**]<sup>1</sup>

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**]<sup>2</sup>

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**]

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<sup>1</sup> 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.

<sup>2</sup> 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.

# PART 2: SCHEDULE OF REQUIREMENTS

## TERMS OF REFERENCE

Procurement Reference Number: RFA/NETWORK-ASSESSMENT/07/24

### INDIVIDUAL CONSULTANCY – NETWORK ASSESSMENT CONSULTANCY FOR CONFIGURATION OF A MULTIPROTOCOL LABEL SWITCHING (MPLS) NETWORK

#### Introduction

This document outlines the Terms of Reference (TOR) for the network consultancy for the configuration of a Multiprotocol Label Switching (MPLS) network connecting three sites (RFA HQ, Chingeni & Kalinyeke), Incorporating a failover to SD-WAN connectivity, and network segmentation design for enhanced security.

#### Objectives

- a) Configure a secure and reliable MPLS network connecting the three sites, utilizing existing Cisco routers.
- b) Design and implement network segmentation to isolate traffic and enhance security within the MPLS network, considering existing VLANs.
- c) Integrate SD-WAN connectivity as a failover mechanism for the MPLS network.
- d) Document the configuration process for future reference and maintenance.

#### Scope of Work

##### MPLS NETWORK CONFIGURATION WITH SD-WAN FAILOVER

- Review existing network infrastructure and design, including the capabilities of Cisco routers.
- Configure MPLS on Cisco routers at all three sites.
- Establish VPN tunnels for secure communication between sites over MPLS.
- Configure Quality of Service (QoS) policies to prioritize critical traffic.
- Implement routing protocols (e.g., OSPF, BGP) for optimal path selection within the MPLS network.
- Configure SD-WAN connectivity as a backup for the MPLS network.
- Configure automatic failover mechanisms to seamlessly switch to SD-WAN upon MPLS outage.
- Verify network connectivity, functionality, and failover capabilities through testing.

##### NETWORK SEGMENTATION DESIGN AND CONFIGURATION

- Analyse network traffic patterns and security requirements.

## Part 2: Schedule of Requirements

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- Design a network segmentation plan to isolate different network segments (e.g., production, development, guest), considering existing VLAN configurations.

### DOCUMENTATION

- Document the MPLS network configuration with detailed diagrams and explanations.
- Document the network segmentation design and implementation procedures.
- Provide configuration backups for all network devices (Cisco routers and Aruba switches).

## Deliverables

- Fully functional and configured MPLS network with SD-WAN failover capability, utilizing existing Cisco routers.
- Designed and implemented network segmentation plan that integrates with existing Aruba VLANs.
- Comprehensive documentation of the MPLS network configuration, network segmentation, and SD-WAN integration.
- Configuration backups for all network devices (Cisco routers and Aruba switches).

Assignment Phase	Deliverable	Timelines	Payment Schedule
Inception Report	Project management plan and overall study Approach (methodology) of the study.	Contract award date + 2 Days	N/A
Finalizing Report	Completion Report Presentation of findings	Contract award date + 10 Days	100%

## Timelines

A detailed project timeline with specific milestones for each deliverable should be shared. The assignment is estimated to be completed within 10 working days.

## Skills and Experience

- Bachelor's degree in computer science, Information Technology, or related field.
- Relevant certifications such as CCNP (Cisco Certified Network Professional) or relevant Aruba certifications
- Minimum of 5 years of experience in network design and configuration.

## Part 2: Schedule of Requirements

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- Proven experience with MPLS technology, including configuration and troubleshooting.
- Strong knowledge of routing protocols (BGP, OSPF) and Quality of Service (QoS) policies.
- Experience with network segmentation, including VLANs, subnets, and ACLs.
- Experience with network security best practices.
- Excellent communication and documentation skills.

### Acceptance Criteria

The MPLS network, network segmentation, and SD-WAN integration will be considered successfully implemented upon:

- Successful verification of connectivity and data flow between all three sites over MPLS.
- Demonstration of secure and isolated network segments that consider existing VLANs.
- Seamless failover to the SD-WAN connection upon simulated or real MPLS outage.
- Completion of all deliverables as outlined in Section 4.





**Government of the Republic of Malawi**

**ROADS FUND ADMINISTRATION**

**CONTRACT FOR CONSULTING SERVICES**

**Small Assignments  
Lump-Sum Payments**

**CYBER RISK ASSESSMENT CONSULTANCY**

between

**ROADS FUND ADMINISTRATION**

and

**[Name of the Supplier]**

**Procurement Number: RFA/NETWORK-ASSESSMENT/07/24**

**Dated: \_\_\_\_\_**

## Part 3: Form of Contract

### CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

#### CONTRACT

THIS CONTRACT ("Contract") is entered into this \_\_\_\_\_, by and between \_\_\_\_\_ ("the Procuring Entity" hereinafter called "the Client") having its principal place of business at \_\_\_\_\_, and \_\_\_\_\_ ("the Supplier" hereinafter called "the Consultant") having its principal office located at \_\_\_\_\_.

WHEREAS, the Client wishes the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

**2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ and continuing until \_\_\_\_\_, or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

## Part 3: Form of Contract

\_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant; against submission of Bank Guarantee for the Advance Payment in accordance with Annex D of this Contract.

\_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

\_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

\_\_\_\_\_ Total

### C. Payment Conditions

Payment shall be made in \_\_\_\_\_, no later than 45 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

## 4. Project Administration

### A. Coordinator.

The Client designates \_\_\_\_\_ as the Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

### B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

## 5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

## 6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

## 7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may

### Part 3: Form of Contract

retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the Republic of Malawi, and the language of the Contract shall be English.
- 12. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Malawi.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

WITNESS

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

## **Part 3: Form of Contract**

### **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Format of Bank Guarantee for Advance Payment

### Part 3: Form of Contract

#### ANNEX D—FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENTS

TO: *[Name and Address of Client]*  
*[Name of Contract for Consultants' Services]*

Gentlemen:

In accordance with the provisions of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[state date or conditionality for discharge of the bank guarantee]*.

Yours truly,

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Signature and Seal

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Name of Bank/Financial Institution

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Address

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Date