



Republic of Malawi

Ministry of Health- Mzuzu Central Hospital

**Request for Proposals Document
For the
Procurement of Consultancy Services**

Subject of Procurement:	Construction Supervision Consultancy for the completion of partially constructed Rainbow Outpatient Clinic at Mzuzu Central Hospital
Procurement Reference Number	031/MzCH/2024-25/141
Procurement Method	Request for Proposals (RFP)
Basis of Selection	Least Cost Selection
Date of Issue of Request for Proposals Document	19 th December, 2024

Part 1: Proposal Procedures

PART 1: PROPOSAL PROCEDURES

1.1 Procurement Reference Number:

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 all key staff;
4. CV's of key staff;
5. a summary of your experience in similar assignments;
6. Copies of your academic credentials
7. At least three references from previous clients on 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;

1.5 Basis of Pricing and Payment: The contract price shall be an estimated amount. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Consultant in the performance of the Services, using the rates specified in the Breakdown of Contract Price.

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: **January 09, 2025.**

Time of deadline: **10:00 hours local time.**

Place: **Procurement and Disposal Unit Office**

Address: **The Chairperson,**

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Internal Procurement and Disposal Committee
Mzuzu Central Hospital
Private Bag 209
Luwinga- Mzuzu

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: **January 09, 2025.**
Time of opening: **10:00 hours local time.**
Address: **Mzuzu Central Hospital
Private Bag 209
Luwinga - Mzuzu.**

1.10 Evaluation of Proposals: The evaluation of proposals will use the Least Cost 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:** to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and

C) **Financial evaluation:** to determine the financial score of each proposal, to weight the technical and financial scores and to determine the total score of each proposal.

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:

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

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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 Consultants 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, Consultants, 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 firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

B) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring 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 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

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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, non-competitive levels; and
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

1.14 Technical Criteria:

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

Bachelor of Science Degree in Structural/Civil Engineering	10 points
Full members of Board of Engineers of Malawi	10 points
Minimum of 7years post-qualification in construction environment	30 points
Experience in preparing contract for construction document/ methodology	30 points
Experience of supervision and contract monitoring of projects	20 points

Part 1: Proposal Procedures

Total:	100 points
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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%** for technical proposals and a weighting of **20%** 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 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

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: _____

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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 unit price contract, the breakdown will be used as the cost estimates and payment will be made for the services actually performed and cost actually incurred.]

Procurement Reference Number: _____

CURRENCY OF FEES: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
TOTAL:				

CURRENCY OF REIMBURSABLE COSTS: _____

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

Part 1: Proposal Procedures

TOTAL:				
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TOTAL PRICE: _____

Breakdown of Contract Price Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Part 2: Schedule of Requirements

PART 2: SCHEDULE OF REQUIREMENTS

Terms of Reference

Procurement Reference Number: 031/MzCH/2024-25/141

INDIVIDUAL CONSULTANCY SERVICES FOR PROJECT STRUCTURAL/CIVIL ENGINEER

Terms of Reference for Construction Supervision Consultancy for the completion of Partially constructed Rainbow Outpatient Clinic at Mzuzu Central Hospital.

1.0 BACKGROUND INFORMATION

The Government of the Republic of Malawi through the Ministry of Health, Mzuzu Central Hospital has received financing from partners towards the completion of new our partially constructed Rainbow Outpatient Clinic building at Mzuzu Central premises. The implementing institution, intends to apply part of the proceeds to finance payments under the contracts for the Individual Consultant to provide design review, structural review and assessment of the proposed building, contract documentation and construction project supervision for the proposed building.

2.0 OBJECTIVES

The objective of the assignment is to assist the Government of Malawi through the Ministry of Health with the construction supervision of civil works relating to the construction works. These works will focus on:

- Use of environmentally friendly and cost-effective building materials and technologies.
- Use of energy efficient lighting, natural lighting, ventilation, water conservation and efficient water drainage
- Use Cost effective designs and full construction management of the project.
- Integrate environmental considerations into the preparation and adoption of plans and programs with a view to promoting sustainable development.
- Prioritize and ensure contractor, health worker and patient safety by performing structural integrity survey to detect issues with preexisting building and strategically advise, plan and implement actions to strengthen structural integrity.

Part 2: Schedule of Requirements

3.0 SCOPE OF THE STRUCTURAL/ CIVIL ENGINEER

The assignment will involve a Structural/Civil Engineer with the requisite due diligence and professional expertise to achieve its objectives, and to that end, it will include not limited to the following:

- Gain an appreciation of the environment within which the works activities will take place.
- Use non-destructive methods to survey and assess pre-existing building for potential structural problems i.e settlement, foundation problems, sagging roofline, provide a report with recommended additional works with technical specifications for building strengthening
- Liaise with the Architect on the modifications required to the Architectural design so that it's in line with the Structural design requirements.
- .
- Select a suitable Structural design option in consultation with the architect with justifications based on surveys, pre-existing building structural integrity and material tests
- Provide technical specifications for the additional scope of works
- Generate detailed calculations for the Structural design option selected.
- Preparing any further plans, designs or drawings necessary for the carrying out of the works, including bending schedules for reinforced concrete work, fabrication details for the structural steelwork.
- Arranging and witnessing performance or acceptance tests on site.
- Checking Contractor's drawings for permanent works for conformity with design requirements.
- Arranging for the inspection and testing of materials and plant as necessary.
- Arranging the provision of the record drawings and manuals necessary for the operation and maintenance of the works and providing any documents necessary to co-ordinate drawings and manuals supplied by equipment manufactures.
- Supervision of contractor works until completion of building -

4.0 REPORTING AND DELIVERABLES

The Consultant will be responsible to the Asset Chairperson of the Mzuzu Central Hospital for the successful execution of the project. However, for carrying out day-to-day technical operational activities he or she shall interact with the Contractor.

4.0.1 The Consultant will be required to maintain and issue a midmonth written works progress report to include the following;

Part 2: Schedule of Requirements

- Photographs from current site visit.
- Quality assurance of materials and completed works supported by field and workshop acceptance testing in accordance with technical specifications.
- Verification of Contractor's equipment and tradesmen on site.
- Contractor's documentation of requests for approvals of materials, additional information and clarifications.
- Evaluation of materials on site against Contractor's procurement plan.
- Evaluation of works progress compared to the Hospital's approved Contractor's works program.
- Challenges faced by the Contractor and recommendations for mitigation measures.

4.0.2 The Consultant will be required to maintain and issue a monthly written works progress report to be presented during monthly site meetings. The report will include the following;

- Photographs from recent site visit.
- Quality assurance of materials and completed works supported by field and workshop acceptance testing in accordance with technical specifications.
- Verification of Contractor's equipment and tradesmen on site.
- Evaluation of materials on site against Contractor's procurement plan.
- Evaluation of works progress compared to the Hospital approved Contractor's works program and provide a list of planned activities for the following next four weeks.
- Documentation of responses to Contractor's requests for approvals of materials, additional information and clarifications.
- Documentation of issued Architectural Instructions.
- Challenges faced by the Contractor and recommendations for mitigation measures.

4.0.3 On issuance of Certificate of Final Account with the Contractor, the Consultant will be required to present the following documents; arranging for the provision of the record drawings and manuals necessary for the operation and maintenance of the works and providing any documents necessary to co-ordinate drawings and manuals supplied by equipment manufactures.

4.0.4 The Consultant will be required to ensure that works progress on site will be in accordance with the Hospital's approved Contractor's works program.

Part 2: Schedule of Requirements

5.0 PAYMENT SCHEDULE

Payment to the Consultant will be on retainer basis and strictly linked to accrued, approved person days per month. The Consultant will be required to submit the following supporting documents for payment and reference;

- Signed invoice
- Signed timesheet
- Signed fee note with bank account details
- Midmonth works progress report
- Monthly works progress report

6.0 TIME SCHEDULE

The duration of the assignment is estimated at **12 calendar months or more** depending on the cashflow, expected to be based in Mzuzu, Malawi and the commencement date is planned for beginning of **January, 2025**.

7.0 ESTABLISHMENT OF RECRUITMENT

The Consultant will be an Individual Consultant hired and financed under the Hospital.

The Consultant will not be required to work from the offices of the Hospital; however, he or she shall be required to attend regular meetings on the same and scheduled works site visits.

The successful Consultant will be selected using the following criteria based on their updated resume, and at minimum being registered with Board of Engineers of Malawi:

- Bachelor of Science Degree in Structural/Civil Engineering: 10%
- Full member of Board of Engineers of Malawi: 10%
- Minimum of 7 years post- qualification in construction environment: 30%
- Experience in preparing contract for construction documents/methodology: 30%
- Experience of supervision and contract monitoring of projects: 20%

Part 2: Schedule of Requirements

A shortlist of three to six Individual Consultants will be established at the end of request for application.

8.0 SUBMISSION OF CVS AND TECHNICAL PROPOSALS

Interested consultants should submit their proposals to the under listed address.

Completed copies of applications in sealed envelopes clearly marked “**EXPRESSION OF INTEREST (EOI) FOR INDIVIDUAL CONSULTANCY SERVICES FOR PROJECT STRUCTURAL/CIVIL ENGINEER, REFERENCE NUMBER: 031/MzCH/2024-25/141**” should be submitted in three copies to the address below before 10:00 hours Malawi time on **09th January, 2025** and should be deposited at the **PROCUREMENT AND DISPOSAL UNIT OFFICE**.

**The IPDC Chairperson
Mzuzu Central Hospital
Private Bag 209
Luwinga
Mzuzu**

Part 2: Schedule of Requirements

Part 2: Schedule of Requirements

{Entity or Project Crest or Logo}

Government of the Republic of Malawi

{Name of Procuring Entity and/or Project}

CONTRACT FOR CONSULTING SERVICES

Small Assignments
Time Based Payments

[Title of the Assignment]

between

[Name of the Procuring Entity]

and

[Name of the Supplier]

Procurement Number: _____

Dated: _____

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

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

WHEREAS, the Client wishes the Consultant to 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 reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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 a ceiling of _____. 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per _____ in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at cost and will need to be authorised by the Client's co-ordinator;
- (ii) such other expenses as approved in advance by the Client's co-ordinator.

D. Payment Conditions

Payment shall be made in _____ not later than 45 days following submission of invoices in duplicate to the Co-ordinator designated in paragraph 4.

4. Project Administration

A. Co-ordinator

The Client designates _____ as the Client's Co-ordinator; the Co-ordinator shall be responsible for the co-ordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including fieldwork, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Co-ordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of six months thereafter.

5. Performance Standard

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 Consultant 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.

Part 3

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 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 or 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 Subcontract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The laws of the Republic of Malawi shall govern the Contract, and the language of the Contract shall be English.
12. **Resolution of Disputes** Any dispute arising out of this 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

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____

Part 3

WITNESS

WITNESS

Signed by _____

Signed by _____

Name _____

Name _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

Part 3

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	International Travel		
(b)	Local Transportation		
(c)	Per Diem		
			Sub-total (2)

TOTAL COST _____

CONTRACT CEILING _____