

Republic of Malawi

Request for Proposals Document for the Procurement of Consultancy Services (Small Lump Sum Contracts)

Subject of Procurement	:	Design, Review and construction supervision services on construction projects
Procurement Reference Number	:	GBA/IPD/RFP/S/KARONGA/RICE/2024/25
Procurement Method	:	Request For Proposal (RFP)
Selection Method	:	Quality and Cost Based Selection (QCBS)
Date of Issue of RFP	:	30th April 2024

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Section 1: Instructions to Bidders

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Section I. Instructions to Bidders

General

Scope of Proposal

The Procuring Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals for the consulting services described in Section 6, Terms of Reference. The proposal could form the basis for future negotiations and ultimately a contract between your firm and the Procuring Entity.

The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.

- 1.1 The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Procuring Entity.

Source of Funds

The Procuring Entity has an approved budget from public funds towards the cost of the procurement described in the BDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals is issued.

- 1.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

Eligible Bidders

A Bidder shall:

- have the legal capacity to enter into a contract;
- not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
- have fulfilled their obligations to pay taxes according to the tax laws of their country of registration.

In order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Proposal appropriate documentary evidence demonstrating its compliance.

All bidders (including all members of a joint venture, subconsultants and Personnel) shall have the nationality of an eligible country, as defined in Section 5, Eligible Countries.

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.

A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 5.1(c), at the date of the deadline for proposal submission or thereafter, shall be disqualified.

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, 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 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 firm 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.

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 privatization 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.

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.

Corrupt or Fraudulent Practices

The Government requires that Procuring Entities, as well as Bidders and Suppliers 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:

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

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- (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.

Request for Proposals Document

Sections of Request for Proposals Document

- 1.3 The Request for Proposals Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

Part 1 Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

Part 2 Schedule of Requirements

- Section 6 Terms of Reference

Part 3 Contract

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

Clarification of Request for Proposals Document

- 1.4 Bidders requiring a clarification of the Request for Proposal Documents must notify the Procuring Entity, in writing, not later than **fourteen (14)** days before the proposal submission date. Any request for clarification shall be sent to the Procuring Entity’s address indicated in the BDS. The Procuring Entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders.

Amendment of Request for Proposals Document

At any time before the submission of proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the Documents by amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

Preparation of Proposals

Preparation of Proposals

You are requested to submit separate technical and financial proposals.

- 1.5 In preparing the proposal, you are expected to examine all terms and instructions included in the Request for Proposal Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Procuring Entity before submitting a proposal and attend a pre-proposal conference if specified in the BDS. Bidders must fully inform themselves of local conditions and take them into account in preparing their proposal.

The Procuring Entity shall provide the inputs specified in the Terms of Reference, assist the Supplier in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the Assignment.

Please note that the Procuring Entity is not bound to accept any of the proposals submitted.

Language of Proposals

The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring Entity, shall be written in English.

1.6 Study reports must be in the Language(s) specified in the Terms of Reference. Working knowledge of the national language by the firm's personnel is recommended.

Joint Ventures, Associations and Subcontracting

If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other firms or entities or by sub-contracting as appropriate. Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.

International Bidders for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, associating with or subcontracting part of the assignment to national Consultants.

The same sub-consultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS.

Professional Staff

1.7 The estimated number of key professional staff-months required for the Assignment is stated in the BDS. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. Alternatively, for fixed-budget assignments, the available budget is given in Section 3, Evaluation Criteria and the Financial Proposal shall not exceed this budget.

1.8 It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.

1.9 Proposed staff should have experience under conditions similar to those prevailing in the Republic of Malawi.

1.10 No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Contents of Technical Proposals

Your technical proposal shall provide the following and any additional information, using the formats included in Section 4, Bidding Forms:

The Technical Proposal Submission Sheet (Section 4, Form T1);

A brief description of the Bidder's organisation and an outline of recent experience on assignments of a similar nature. (Section 4, Form T2). For each assignment, the outline should indicate, inter

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- alia, the profiles of the staff provided, duration, contract amount and firm involvement;
- Any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring Entity (Section 4, Form T3);
- A description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);
- The composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);
- CVs recently signed by the proposed key professional staff (Section 4, Form T6). Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;
- A Staffing Schedule, showing estimates of the total staff input to be provided to carry out the Assignment (Section 4, Form T7), supported by bar chart diagrams showing the time proposed for each professional staff member;
- (a) A Work Schedule, showing the timing proposed for each activity, which must be consistent with the methodology and workplan described in the proposal (Section 4, Form T8); and
- (b) Any additional information requested in the BDS.

1.11 The technical proposal shall not include any financial information.

Contents of Financial Proposals

The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Bidding Forms:

- (a) Financial Proposal Submission Sheet (Section 4, Form F1);
- (b) Summary of Proposal (or Activity) Price (Section 4, Form F2);
- (c) Summary of Fees (Section 4, Form F3);
- (d) Summary of Reimbursables (Section 4, Form F4); and
- (e) Any additional information requested in the BDS.

The total proposal price shall be broken down into the following cost components using the appropriate forms:

- (f) Fees for staff, indicating rates for home and field work, where appropriate; and
- (g) Reimbursable expenditure, such as subsistence, transportation (international and local for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.

Where indicated in the BDS, the total proposal price shall be broken down into separate activities and forms F2 to F4 shall be completed for each activity.

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed on the Consultant and their personnel (other than nationals of or permanent residents in the Republic of Malawi), unless the BDS specifies otherwise.

The completed financial proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the: breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;

Where commissions and gratuities have or shall be paid by the Bidder in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

Currencies of Proposal

Bidders may express the price of their services in Malawi Kwacha or any freely convertible currency,

unless otherwise indicated in the BDS. Bidders may not use more than three currencies. The Procuring Entity may require Bidders to state the portion of their price representing local cost in Malawia Kwacha, if so indicated in the BDS.

Submission and Opening of Proposals

Submission of Proposal

Bidders shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the BDS. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal," and the financial proposals in one marked "Financial Proposal." The envelope containing the financial proposal shall also bear a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the BDS. The envelope shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE INTERNAL PROCUREMENT COMMITTEE."

In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorised Supplier's representative. The representative's authorisation shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. All pages of the technical proposal shall be initialed by the person or persons signing the proposal.

The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

The completed technical and financial proposals shall be delivered on or before the time and date stated in the BDS to the address indicated in ITB Sub-Clause 16.1. The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposal. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Bidder.

Validity of Proposal

The proposals shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, Bidders shall keep available the professional staff proposed for the assignment. The Procuring Entity shall make its best effort to complete negotiations within this period.

Withdrawal, Substitution and Modification of Proposals

A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 16.2. The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

Submitted in accordance with ITB Clause 16 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and

Received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITB Sub-Clause 16.5.

Proposals requested to be withdrawn in accordance with ITB Sub-Clause 18.1 shall be returned unopened to the Bidders.

No proposal may be withdrawn, substituted, or modified in the interval between the deadline for

submission of proposals and expiry of the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet or any extension thereof.

Proposal Opening

The Procuring Entity shall conduct the proposal opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS.

First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding proposal. No proposal withdrawal, substitution or modification shall be permitted unless the corresponding notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at proposal opening. Only envelopes that are opened and read out at proposal opening shall be considered further.

All other outer envelopes shall be opened one at a time, the technical proposals within them opened, reading out: the name of the Bidder and any other details as the Procuring Entity may consider appropriate.

No proposal shall be rejected at proposal opening except for late proposals, in accordance with ITB Sub-Clause 16.4. Only proposals that are opened and read out at the proposal opening shall be considered further.

The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the result established.

1.12 The Procuring Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who formally request a copy.

Evaluation of Proposals

Confidentiality

Information relating to the examination, evaluation and comparison of proposals, and recommendation for contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation and comparison of the proposals or Contract award decisions shall result in the rejection of its proposal.

Clarification of Proposals

To assist in the examination, evaluation and comparison of the proposals, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its proposal. Any clarification submitted by a Bidder in respect to its proposal, that is not in response to a request by the Procuring Entity, shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the financial evaluation of the proposals, in accordance with ITB Clause 27.

Responsiveness of Proposals

The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

A substantially responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

affects in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Contract; or

limits in any substantial way, inconsistent with the Request for Proposals, the Procuring Entity's rights or the Supplier's obligations under the Contract; or

if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.

If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Nonconformities, Errors and Omissions

Provided that a proposal is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the proposal that do not constitute a material deviation.

Provided that a proposal is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Bidder to comply with the request may result in the rejection of its proposal.

Preliminary Examination of Proposals

The Procuring Entity shall examine the proposals to confirm that:

the Bidder meets the eligibility criteria defined in ITB Clause 3;

the proposal has been properly signed;

all documents and information requested in ITB Clause 13 have been provided; and

the proposal is substantially responsive to the requirements of the RFP document.

The Procuring Entity shall confirm that the following documents and information have been provided:

Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;

Separately sealed financial proposal;

Written confirmation of authorization to commit the Bidder; and

Any other documentation as may be required by the Procuring Entity.

If the proposal fails to meet the criteria specified in ITB Sub-Clause 24.1, it shall be rejected.

Technical Evaluation of Proposals

1.13 The Procuring Entity shall technically evaluate the proposals on the basis of the Bidder's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and maximum points specified in Section 3. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

1.14 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

Financial Proposal Opening

After the technical evaluation is completed, the Procuring Entity shall notify those Bidders whose proposals will not pass to the financial evaluation, indicating that their financial proposals will be returned unopened after completing the evaluation process. The Procuring Entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date and time set for opening the financial proposal(s). The opening date shall not be sooner than one week after the notification date. The notification will be sent in writing.

The financial proposal(s) shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical quality score and the proposal price(s) shall be read aloud and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening.

Financial Evaluation of Proposals

The Procuring Entity shall financially evaluate each proposal that has been opened in accordance with ITB Clauses 26.1 and 26.2..

The Procuring Entity will determine whether the financial proposals are complete. In the case of Time-Based contracts, if Bidders have not costed all items of the corresponding technical proposals, the Procuring Entity will cost them and add their cost to the initial price.

The Procuring Entity will correct any arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the best evaluated proposal does not accept the correction of errors, its proposal shall be disqualified.

Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Procuring Entity shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal price.

The Procuring Entity shall convert all proposal prices expressed in various currencies into the single currency specified in the BDS, using the official selling exchange rate established by the source fourteen (14) calendar days prior to the date of submission of the proposals as specified in the BDS.

The evaluation shall include estimated taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated in accordance with ITB Sub-Clause. 14.3, unless otherwise indicated in the BDS.

Comparison of Proposals

The Procuring Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation

Criteria.

Negotiations

Prior to the expiry of proposal validity, the Procuring Entity shall notify the successful bidder in writing and invite it to negotiate the Contract at the location indicated in the BDS.

The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

Negotiations shall commence with a discussion of the technical proposal, including the proposed methodology, work plan, staffing and any suggestions to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the staffing and work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Supplier within the available budget and to defining clearly the inputs required from the Procuring Entity to ensure satisfactory implementation of the Assignment.

Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates. The fee rates will not be subject to negotiation, except in the case of Quality Based Selection.

Having selected the lowest evaluated Proposal on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Procuring Entity shall require assurances that the staff members will be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

The negotiations shall be concluded with a review of the draft form of the contract. The Procuring Entity and the Bidder shall finalise the contract to conclude negotiations. If negotiations fail, the Procuring Entity shall invite the next ranked Bidder to Contract negotiations.

Award of Contract

Award of Contract

The Procuring Entity shall award the Contract to the Bidder whose proposal has been determined to be the best evaluated proposal and is substantially responsive to the Request for Proposals, subject to satisfactory negotiations and provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 3.

Notwithstanding ITB Sub-Clause 30.1, the Procuring Entity reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.

The Bidder whose proposal has been accepted will be notified of the award in writing by the Procuring Entity prior to expiration of the proposal validity period. Following contract award, the Procuring Entity shall promptly inform the other Bidders that their proposals have not been selected.

The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.

Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1	The Procuring Entity is: Greenbelt Authority
ITB 1.2	<p>The procurement reference number is: GBA/IPD/RFP/S/KARONGA/RICE/2024/25</p> <p>The assignment is: To provide design review and construction supervision services on Nthola Ilora irrigation scheme rice milling and processing factory support infrastructure</p>
2.1	Method of selection is: Quality and Cost based Selection(QCBS)
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: No: The Financial and Technical proposals should be submitted in separate envelopes and words “ Do Not Open Except in the Presence of the Evaluation Committee” should be written on top of the envelopes.</p> <p>The name of the assignment is: Design Review and Construction Supervision of Nthola Ilora Rice Irrigation Scheme and Rice Milling and Processing Factory Support Infrastructure</p>
2.3	A pre-proposal conference will be held: Yes
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals</p> <p>(i) Reports related to the assignment (ii) Design report and drawings (iii) Bills of quantities</p>
B. Request for Proposals Document	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Procuring Entity’s address is: Attention: The IPDC Chairman _____ Street Address: GREENBELT AUTHORITY, MWAYI HOUSE, CITY CENTRE _____ Floor/Room number: 1ST FLOOR _____</p>

Instructions to Bidders (ITB) reference	Data relevant to ITB
	Town/City: LILONGWE _____ PO Box No: 30776 _____ Country: MALAWI Telephone: _____ Facsimile number: _____ Electronic mail address: _____
C. Preparation of Proposals	
ITB 9.3	A pre-proposal meeting shall be held. Date: 17th April, 2024 Time :9:00am Address for Pre-proposal meeting: Greenbelt Rice Factory Street Address: along M1 road Floor/Room number: Town/City: Karonga Postal Code: Country: MALAWI Contact Name: Fatsani Mponela Telephone: +265996814514/882699653 Facsimile number: Email: mponelafatsani@gmail.com
ITB 10.1	The language of the proposal is English . All correspondence exchange shall be in English language.
ITB 11.1	A Bidder Shall not obtain the Procuring Entity’s permission to enter into a Joint Venture with other Consultants not invited for this assignment.
ITB 11.2	A Bidder shall not associate with other Bidders invited for this assignment.
ITB 11.4	Limits on subcontracting are: Successful consultants shall be allowed to subcontract part of the assignments that may require special expertise not available within the firm. However, in these circumstances, the Authority shall have to be notified before engaging the sub-contractor
ITB 12.1	The estimated number of key professional staff time input is: 48 months
ITB 13.1 (i)	The technical proposal shall include the following additional information: (iv) Completed and duly Authorised Bid Submission Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
	(v) Company Registration Certificate/Certificate of Incorporation (vi) Power of Attorney as Authorisation to transact on behalf of the firm (vii) Completion certificates for at least three projects of similar nature and complexity (viii) As stipulated in the attached TOR's
ITB 14.1 (e)	The financial proposal shall include the following additional information: Professional fees and any other relevant fees including reimbursable; however, fees shall exclude workshops and conferences where necessary
ITB 14.3	The total proposal price shall be broken down into separate activities.
ITB 14.4	The financial proposal shall indicate local taxes as a separate amount.
ITB 15.1	Bidders shall express the price of their services in Malawi Kwacha.
D. Submission and Opening of Proposals	
ITB 16.1	In addition to the original technical and financial proposals, the number of copies for each proposal is: 5 i.e., Total No. of copies to be submitted=6 plus a soft copy
ITB 16.1	The <u>address for proposal submission</u> is: Attention: The IPDC Chairman _____ Street Address: INTERNAL PROCUREMENT AND DISPOSAL COMMITTEE, GREENBELT AUTHORITY MWAYI HOUSE, CITY CENTRE _____ Floor/Room number: GBA BOARD ROOM _____ Town/City: LILONGWE _____ PO Box No: 30776 _____ Country: MALAWI In addition to the address, the outer envelope shall bear the following information: (a) the procurement reference number; GBA/IPDC/RFP/DC/2024/25 (b) the title of the assignment; Design, Review and construction supervision services on Nthola Ilora irrigation scheme rice milling and processing factory support infrastructure

Instructions to Bidders (ITB) reference	Data relevant to ITB
	(c) the name and address of the Bidder.
ITB 16.2	The representative's authorisation shall be confirmed by a written power of attorney.
ITB 16.4	<p>The deadline for proposal submission is: Date: 30th April 2024 _____ Time (local time): 2:00 pm _____</p>
ITB 17.1	The proposal validity period shall be 120 days.
ITB 19.1	<p>For proposal opening purposes only, the Procuring Entity's address is: Street Address: MWAYI HOUSE, CITY CENTRE Floor/Room number: GBA BOARD ROOM Country: MALAWI The time for proposal opening is: Date: 30th April 2024 _____ Time (local time): 2:00PM _____</p>
E. Evaluation of Proposals	
ITB 27.5	<p>The currency that shall be used for proposal evaluation and comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: Malawi Kwacha _____</p> <p>The source of exchange rate shall be: Reserve Bank of Malawi _____</p>
ITB 27.6	The evaluation shall include all taxes, duties, fees, levies and other charges.
ITB 29.1	<p>For negotiation purposes only, the Procuring Entity's address is: Attention: The IPDC Chairman _____ Street Address: INTERNAL PROCUREMENT AND DISPOSAL COMMITTEE, GREENBELT AUTHORITY MWAYI HOUSE, CITY CENTRE _____ Floor/Room number: GBA BOARD ROOM _____ Town/City: LILONGWE _____ PO Box No: 30776</p>

Section 3. Evaluation Criteria

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a proposal and determine the best evaluated proposal. No other factors, methods or criteria shall be used.

1. Evaluation Methodology

The methodology for the evaluation of proposals will be **Quality and Cost Based Selection (QCBS)**

2. Technical Evaluation Criteria

The technical criteria and maximum number of points to be given under each are:

	Criteria	Maximum Points	
(a)	General experience of the consultant in providing relevant consultancy services	10	
(b)	The adequacy and quality of the proposed methodology, and work plan in responding to the Terms of references (TORs) are divided as follows:	45	
	Technical Approach and Methodology		30
	Work plan		15
(c)	Qualifications of the experts and team members for the assignment	30	
	Lead consultant		10
	Team Members		20
(d)	Consultants understanding of the Terms of reference(ToRs)	10	
(e)	Deliberate plans for knowledge transfer to GBA (client) Staff Members	5	
	Total Points	100	

The number of points to be given under each evaluation sub-criteria for (c) qualifications of staff are: **NA**

The proposals proceeding to the financial evaluation shall be: **Quality & Cost Based Selection(QCBS)**

All proposals reaching the minimum technical score of **70**

The proposal achieved the highest technical score only.

3. Financial Evaluation and Comparison of Proposals

Proposals will be compared using the following methodology to determine the best-evaluated proposal:

{For QCBS only}

To determine financial scores for each proposal, the lowest priced proposal shall be given a financial score of 100 and other proposals shall be given a score proportionate to this, by application of the following formula:

$$Sf = 100 \times Fm/F \quad \text{in which:}$$

Sf denotes the financial score of the proposal under consideration;

FM is the price of the lowest price proposal that passed the technical evaluation;

F denotes the price of the proposal under consideration.

A total score (S) will be determined for each proposal, by combining its technical (St) and financial (Sf) scores using the following formula and weightings:

$$S = (St \times T\%) + (Sf \times P\%)$$

The weights given to the scores of the Technical and Financial Proposals are:

$$T = [70 - 90]$$

$$P = [10 - 30]$$

Proposals will be ranked and the proposal achieving the highest total score will be recommended for contract award, subject to satisfactory negotiations.

Section 4 Bidding Forms

List of Forms

Technical Proposal – Standard Forms

- T1 Technical Proposal Submission Sheet.
- T2 Bidder’s Organisation and Experience.
- T3 Comments and Suggestions on the Terms of Reference.
- T4 Description of the Approach, Methodology and Work Plan for performing the Assignment.
- T5 Team Composition and Task Assignments.
- T6 Curriculum Vitae for Proposed Professional Staff.
- T7 Staffing Schedule.
- T8 Work Schedule.

Financial Proposal - Standard Forms

- F1 Financial Proposal Submission Sheet.
- F2 Summary of Proposal (or Activity) Price.
- F3 Summary of Fees.
- F4 Summary of Reimbursables.

Note to Bidders: This Technical Proposal Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its technical proposal.

T1 Technical Proposal Submission Sheet

Date: **[insert date (as day, month and year) of proposal submission]**

Procurement Reference No: **[insert Procurement Reference number]**

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our proposal;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We, including any associates, Joint Venture partners or Subconsultants for any part of the contract, have nationals from eligible countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture, consortium or association, and the nationality of each subcontractor]**;
- (f) We do not have any conflict of interest as defined in ITB Clause 4;
- (g) We, our affiliates or subsidiaries – including any sub-consultants for any part of the assignment - are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi in accordance with ITB Sub-Clause 5.1(c);
- (h) We 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.
- (i) The names and physical addresses of the Directors of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

Name	Address

--	--

- (j) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our proposal;
- (k) We understand that this proposal, together with your written acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept any proposal that you may receive;

Name: **[insert complete name of person signing the proposal]**

In the capacity of **[insert legal capacity of person signing the proposal]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the proposal for and on behalf of: **[insert complete name of Bidder]**

Dated on _____ day of _____, _____ **[insert date of signing]**

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T2 Bidder’s Organisation and Experience

Bidder’s Organisation

[Provide a brief (approximately two pages) description of your firm/entity (and each associate for the assignment) – background, organisation etc.]

Bidder’s Experience

[Using the format below, provide information on relevant assignments carried out in the last five years which best illustrate your experience, where your firm/entity (and each associate for the assignment) provided services similar to the ones requested under this assignment.]. Please provide the name and contact details of the officer responsible for management by the client for each assignment.]

Assignment Name:	Approx. value of the contract (in current US\$)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months:
Contact Name	Contact Details
Address:	Approx. value of the services provided by your firm (in current US\$)
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	N ^o of professional staff-months provided by associated Consultants:
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Bidder’s Name: _____

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. If none, include form and state "None".

T3 Comments and Suggestions on the Terms of Reference
(including the data, services and facilities to be provided by the Procuring Entity)

[Give any comments, suggestions or proposed improvements to the terms of reference e.g. deleting unnecessary activities, proposing additional activities, proposing different phasing etc. Any comments should be incorporated in your proposal.

Also give any comments on the data, services and facilities to be provided by the Procuring Entity e.g. administrative support, office space, local transportation, equipment, data, counterpart staff etc.]

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T4 Description of Approach, Methodology and Work Plan for performing the Assignment

[It is suggested that you present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.

c) Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

It is recommended that the approach, methodology and work plan, inclusive of charts and diagrams, should be no more than 50 pages.]

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

T5 Team Composition and Task Assignments

Professional Staff				
Name	Firm	Area of Expertise	Position	Tasks Assigned

Note to Bidders: The information requested is required in the format provided below for each named member of professional staff and should be included by the Bidder in its technical proposal.

T6 Curriculum Vitae for Proposed Professional Staff

1. Proposed Position: *[only one candidate for each position]* _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education: *[indicate college/university and other specialised education, giving names of institutions, degrees obtained and dates of obtained]* _____

6. Membership of Professional Associations: _____

7. Other Training: *[indicate other significant training not included under Education]* _____

8. Countries of Work Experience: *[list countries of work experience in the last ten years]* _____

9. Languages: *[indicate proficiency in each language as good, fair or poor for speaking, reading and writing]* _____

10. Employment Record: *[starting with present position, list every employment held since graduation, stating dates of employment, employing organisation and positions held]* _____

From: *[year]* _____ **To:** *[year]* _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned:

[list all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

[indicate the following information for those assignments that best illustrate the member of staff's capability to handle the tasks listed under point 11]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

Section 4

Bidding Forms

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member or authorised representative of the staff

Date: _____
Day/Month/Year

Full name of authorised representative: _____

Section 4



Bidding Forms

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.

Staff input should be counted from the start date of the assignment and indicated in weeks or months, as appropriate. Professional staff should be indicated individually by name; support staff should be indicated by category e.g. clerical staff. Input should be indicated separately for input at home and in the field and for foreign and national staff, for the purpose of calculating travel, subsistence etc.

T7 Staffing Schedule

No	Name of Staff	Foreign/ National	Staff Input (specify weeks or months)												Total Staff Input			
			1	2	3	4	5	6	7	8	9	10	11	12	In Malawi	Outside Malawi	Total	
Totals																		

 Full time input
 Part-time input

Note to Bidders: This Financial Proposal Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its financial proposal.

F1 Financial Proposal Submission Sheet

Date: **[insert date (as day, month and year) of proposal submission]**

Procurement Reference No: **[insert Procurement Reference number]**

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

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is: **[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]**, inclusive of local taxes **[amend if local taxes are not required to be included]**;
- (c) Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"]**;

Name and address of Recipient	Purpose Reason	Currency and Amount

- (e) We understand that you are not bound to accept any proposal that you receive;

Name: **[insert complete name of person signing the proposal]**

In the capacity of **[insert legal capacity of person signing the proposal]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the proposal for and on behalf of: **[insert complete name of Bidder]**

Dated on _____ day of _____, _____ **[insert date of signing]**

Note to Bidders: If BDS 14.3 requires the proposal price to be quoted separately for different Activities, complete this form as a “Summary of Activity Price” for each activity and complete one overall Summary of Proposal Price.

State the currencies under (currency 1), (currency 2) etc. Delete unused columns.

For lump sum contracts, this financial information will be used as a breakdown of contract price in Appendix C of the contract. For unit price contracts, this financial information will be used as the breakdown of cost estimates in Appendix C of the contract.

F2 Summary of Proposal (or Activity) Price

(Breakdown of Lump Sum or Cost Estimates)

State activity name or total proposal: _____

Cost item	Cost (currency 1)	Cost (currency 2)	Cost (currency 3)
Fees			
Reimbursables			
Local taxes			
Subtotals			

Note to Bidders: Complete this form for the total proposal or for each activity as indicated in the ITB.

The Bidder should complete a separate form for each currency or add currency columns and show up to three totals. Where required, enter separate rates for home and field work.

F3 Summary of Fees

State activity name or total proposal: _____

Currency: _____

Name	Position	Input Qty	Unit <i>(Days/months etc)</i>	Rate	Total
Total					

Note to Bidders: Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction. The Bidder should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as appropriate.

F4 Summary of Reimbursables

State activity name or total proposal: _____

Currency: _____

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

Notes Local transportation costs are not to be included if local transportation is being made available by the Procuring Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

Section 5. Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the provision of the services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any procurement of services from that country or any payments to persons or entities in that country.

Section 6. Terms of Reference

Procurement Reference Number: GBA/IPD/RFP/S/KARONGA/RICE/2024/25



TERMS OF REFERENCE

FOR

**CONSTRUCTION SUPERVISION OF NTHOLA-ILOLA IRRIGATION SCHEME
IN KARONGA DISTRICT - PHASE TWO WORKS.**

1. INTRODUCTION

The Greenbelt Authority (GBA) is a statutory corporation that was established through an act of parliament in 2017 (Cap 65:07 of the Laws of Malawi) with the aim of championing large scale commercial irrigation farming in Malawi through sustainable use of available land and water resources. The Greenbelt Authority is mandated by the Greenbelt Authority Act to undertake the following functions:

- (a) oversee, direct and co-ordinate implementation of irrigation policies and programmes;
- (b) in consultation with the Water Resources Authority, identify irrigable land, determine potential sources of water and carry out feasibility studies for new irrigation projects or programmes;
- (c) investigate, plan, design, construct and supervise implementation of irrigation projects, infrastructure or programmes;
- (d) operate and maintain irrigation projects or programmes and to do all acts incidental thereto;
- (e) conduct and co-ordinate research and investigation on the optimum use of water for irrigation;
- (f) modernize and upgrade aging irrigation schemes to enhance efficiency and improve service to the farmers
- (g) train farmers on different methods of irrigation and use of irrigation equipment;
- (h) provide support to farmer organisations including water users' associations and co-operative societies for the proper management of irrigation schemes;
- (i) promote public-private partnerships on irrigation programmes
- (j) mobilize technical and financial resources for the implementation of irrigation in Malawi;
- (k) review implementation progress and evaluate ongoing irrigation policies, projects or programmes;
- (l) promote agro-processing and marketing of crops and produce grown or produced in national irrigation schemes in liaison with organisations responsible for marketing of agricultural produce;
- (m) arrange and coordinate activities which may contribute to training activities and cost covering, related to setting up and operating of irrigation programmes, including the payment of any remuneration, honorarium or fees to persons employed in or engaged for purposes of undertaking commercial activities; and
- (n) perform any other functions in relation to irrigation as it may consider appropriate for achieving the purposes of this Act.

Greenbelt Authority is currently implementing a Rice Irrigation Scheme in Karonga District. The works are being implemented in phases.

Greenbelt Authority therefore seeks to engage the services of a consulting firm to manage and supervise the contractors who will carry out construction of the construction works in Karonga District. The recruited firm shall be responsible for the design and supervision of 1000 hectares of pump-based irrigation scheme, pumping water from Lake Malawi and other water sources including groundwater.

2. OBJECTIVES OF ASSIGNMENT

Greenbelt Authority seeks to recruit a firm(s) as consultants to carry out design review and construction supervision services rice milling and processing factory support infrastructure and Nthola Ilora Rice irrigation scheme in Karonga District. The firm(s) should be those registered with National Construction Industry Council (NCIC).

3. SCOPE OF THE SERVICES

3.1 Project location

The consultancy services will be carried out at the Greenbelt Rice Factory site and Nthola Ilora Rice irrigation scheme in Karonga District. The Nthola-Ilola Irrigation Scheme is located along Lake Malawi littoral in the administrative district of Karonga in Lupembe and Mpata Extension Planning Areas in the area of Paramount Chief Kyungu.

3.2 Duration

The maximum duration of the assignment is 48 months.

3.3 Specific Tasks to be Performed

3.3.1 Part A: Review of Detailed Engineering Design

The consultant shall review the existing detailed engineering designs of Rice factory support infrastructure and Rice irrigation system to ensure that all technical details are covered. The exercise will also let the consultant familiarize with the designs. The scope of this phase shall comprise but not limited to the following:

Water Resources Assessment

- The consultant shall independently assess surface water availability and water levels at the irrigation scheme intake point

-
- The consultant shall carry out water quality assessment and determine suitability of the water to irrigate Rice

Topographic Surveys

- The Consultant shall conduct/confirm the topographic surveys of the irrigation scheme and associated structures
- The consultant shall ensure that the coordinates of all intersection points, benchmarks and setting out beacons shall be tied to the National Survey Grid and levels related to the National Benchmarks.

Geotechnical Investigations

- The Consultant shall review and evaluate the materials investigation carried out by the design Consultant and amend and/or supplement the information gathered, in accordance with the scope of the proposed works. This could include additional field investigations. In cases where there is no geotechnical information, the consultant shall conduct the required geotechnical investigation especially for intake structures, water reservoirs and other hydraulic structures.

Structures

- The Consultant shall review and confirm the structural foundation of all building structures, hydrological and hydraulic designs for all the structures.

Engineering Drawings

- The Consultant shall review/prepare detailed engineering and construction drawings in correct format and scale.

Cost Estimates

- The consultant shall review Bills of Quantities to ensure they are in line with the volume of the works.
- The Consultant shall prepare a detailed cost estimate for the additional works expressed in Malawi Kwacha.

Review of Environmental and Social Impact Assessment Report

- The Consultant shall review the environmental and social impact assessment and update the Environmental Management Plan (EMP) and come with the necessary modification and updating according to project objectives and in accordance with the Environmental Management Act (1996).

3.3.2 Part B: Construction Supervision

The scope of construction supervision services will include but will not be limited to the following:

- (a) Evaluating and approving the Contractors' work schedule and working methods to ensure that they are practical and provide for effective and efficient utilization of approved resources;
- (b) Preparing and submitting the following documents for the Client's review and approval: (i) construction schedule; (ii) payment certification and procedures; (iii) reporting procedures; and (iv) upon the Client's approval, approve all pertinent forms, certificates, and other documents to be used by the Contractors (v) organisation of monthly site meetings with stakeholders (Contractor, Greenbelt Authority, District Council, WUA and Local Authorities) where progress and plans will be discussed;
- (c) Verifying that all sub-contractors and suppliers proposed to work on the contract are acceptable and also capable of carrying out the proposed works;
- (d) Reviewing the Contractors' proposed procedures for investigation, material testing and drawings, and monitoring these activities to ensure conformity with the contract documents and work schedule;
- (e) Supervising the works and examining any material to be used or workmanship employed in connection with the works for compliance with the construction drawings and specification;
- (f) Supervising soils and materials samplings and conducting tests at the approved laboratory;
- (g) Approving capabilities and qualifications of soils and materials testing laboratory selected by the Contractors for special tests; and reviewing laboratory reports and approving the results of tests performed;
- (h) Inspecting at delivery and installation such mechanical and electrical materials, machinery and plant supplied to be used for the Project implementation;
- (i) Adopting a strict system of quality control, in order to ensure that all the construction works are carried out in accordance with the construction drawings and specifications; and inspecting all

construction materials and workmanship for compliance, accordingly;

- (j) Suspending work in coordination with the Client, should discrepancies or differences in planned procedure be discovered during implementation; and allowing work to resume only after receiving complete agreement of all parties concerned;
- (k) Verifying and performing any measurements and quantity computation and issuance of the Interim and Final Payment Certificates and also Certificate of Completion of Works, and performing final measurements and preparation of account upon completion of the works. Measurements and payments will be recommended only against those parts of the work which have been duly executed and approved;
- (l) With the prior approval of the Client, issuing variation orders or any instructions on extra work order which is likely to increase the cost of work or have an impact on the schedule. No such variation order will be issued without Client's consent;
- (m) Monitoring the progress of the works and comparing them with the work schedule, and notifying the Contractor of any deviations from the planned programme. Any delay from the planned schedule will be analyzed to assess its causes, and the schedule will be accordingly amended to overcome, if possible, this delay;
- (n) Maintaining records on the actual costs incurred and periodically forecast the final costs, and preparing the final statement of accounts including amounts paid and outstanding payments;
- (o) Assessing the validity and magnitude of the Contractors' claims, and requests for extensions of time; and submitting recommendations to the Client for their settlements;
- (p) Approve setting out of works prior to commencement of construction.
- (q) Prior to the completion of each part of the works, prepare a comprehensive list of items that are required to complete the works, and inspect the works during and on expiry of the contract period as provided in the contract and before the Contractors

deliver the works to the Client in the condition required by the contract;

- (r) Preparing operations and maintenance manuals for each component of the Works in sufficient details to enable the Client's personnel/ and or WUAs to operate and maintain all parts of the works and;
- (s) Organizing and conducting practical pre-service and on-job training for Client's staff and WUAs (Maintenance Committee) involved in day-to-day activities of the operation and maintenance of the scheme structures.
- (t) Inspect completed works and prepare list of defects to be remedied by the contractor before handover
- (u) Ensure that all defects have been rectified by the contractor during the defects liability period.
- (v) Monitor the Contractor's compliance with any project specific environmental protection plan and ensure all environmental mitigation measures are complied with.
- (w) The consultant is liable to file every documentation during construction period and form part of final submissions to the client after project completion for retrieval purposes.

The works to be executed shall include but not limited to the following:

Rice Milling and Processing Factory Support Infrastructure

- 1) Rice factory premises perimeter fence
- 2) Warehouses 2No.
- 3) Guard house
- 4) Ablution block
- 5) Paving and parking
- 6) Administration block
- 7) Elevated water tank

Nthola-Ilola Rice Irrigation Scheme

Block A (Katolora)

- 1) 1No. Irrigation water intake works (Ground water option to be considered)

-
- 2) Conveyance pipeline
 - 3) 1No. Night storage reservoir
 - 4) Infield works
 - 5) WUA office and other ancillary infrastructure
 - 6) Scheme access road works

Block C (Mwangolera)

- 1) 1No. Irrigation water intake works
- 2) Conveyance pipeline
- 3) 1No. night storage reservoir
- 4) Infield works
- 5) WUA office and other ancillary infrastructure

3.3.3 Capacity Building and Transfer of Knowledge

The overall objective of the capacity building will be to improve the knowledge of the Greenbelt Authority staff in design review of irrigation facilities and construction supervision.

3.3.4 Collaboration with Infrastructure Development Division

The consultant shall work closely with the Infrastructure Development Division within the Greenbelt Authority through the Infrastructure Development Manager in all the processes to ensure quality and adherence to specification.

4. TEAM COMPOSITION

The firm shall be expected to comprise a multi-disciplinary team of key professionals including, but not limited to:

4a. Key Experts

Item	Description	No of Personnel	F n
1	Team Leader	1	
2	Structural Engineer	2	
3	Hydrologist	1	
4	Mechanical/Pump specialist	1	

5	Environmental Officer	1	
6	Health and Safety Officer	1	
7	Resident Engineer - Civil Engineer	2	
8	Irrigation Engineer	2	
9	Inspectors of works		
9a.	Rice factory site inspector	1	
9b	Nthola Irrigation water intake inspector	4	

4b. Non- Key Experts

Item	Description	No of Person	Person
1	Architect	1	24
2	Quantity Surveyor	1	36
3	Electrical Engineer	1	36
4	Hydro-geologist	1	36
5	Draughtsman	2	36

Each Key Expert shall be required to sign a **Statement of Exclusivity and Availability** for the assignment

The personnel qualifications are summarised below:

- i. **Team Leader:** The Team Leader shall be a Registered Professional Civil or Irrigation Engineer: The specialist shall have expertise in construction contract supervision and project management skills with a minimum of an BSc and at least 15 years combined experience in project management, design and construction supervision of irrigation or water supply project.
- ii. **Structural Engineer:** Must be a Registered Professional Structural Engineer. The Engineer must possess a BSC in Civil Engineering. The structural Engineer must have at least 10 years' experience in designing irrigation structures/irrigation structures.

-
- iii. **Hydrologist:** He/She shall be specialized in hydrological analysis of water resources (lake/ground water) for irrigation purposes, with a minimum of BSc in Hydrology or Civil Engineering majoring in hydrology or related field with at least 10 years of experience in these areas.
 - iv. **Mechanical/Pump specialist:** Must possess a minimum of BSc degree in Mechanical or Electro-Mechanical Engineering and at least 5 years or diploma in the same fields but with 10 years' experience in installation of motorised pumps.
 - v. **Environmental Officer** He/she shall have experience in implementing environmental and social management plans for irrigation construction projects. A minimum of Bachelor's Degree in Environmental Science or any other relevant field from reputable institution. A minimum of 5 years professional experience in preparation of ESIA and monitoring implementation of construction.
 - vi. **Health and Safety Officer:** He/she shall have expertise in construction safety during all phases of the construction process and ability to respond to emergency safety issues. He/she shall also shall have to be knowledgeable of Malawi's health and safety regulations. Minimum of BSc in Health and Safety or any related field and at least 5 years of experience in management of construction safety or industrial safety.
 - vii. **Civil Engineer:** Must possess a minimum of BSc in Civil Engineering majoring in water supply. The Civil engineer must have at least 10 years' experience in designing and/or supervising irrigation projects
 - viii. **Irrigation Engineer:** Must possess a minimum of BSc in irrigation/civil engineering majoring in water supply. The irrigation engineer must have at least 7 years' experience in designing and/or supervising irrigation projects
 - ix. **Inspectors of works:** must possess at least a diploma in civil engineering or Irrigation engineering with minimum of 5 years' experience in supervising works of similar nature or LEVEL II Foremanship Certificate with minimum of 10 years' experience in supervising irrigation works. The inspector will be supervising the mentioned rehabilitation and maintenance works at Nthola Ilora Irrigation water intake and Rice factory site Irrigation Schemes in Karonga District.

5. TIME FRAME

The entire consultancy assignment is expected to be implemented in 48 months.

6. WORK PLAN

On the basis of the activities outlined in these terms of reference, the consultants will prepare a work plan for the assignment and state the approach to be taken in carrying out the assignment. The work plan should set out the consultants' approach to the following activities: -

- Organisation of the Project team and interrelations between the members of the team;
- Input, assistance and back up to be provided by the Consultant's Head Office;
- Description of tasks and duties of each member of the Project team
- Mobilisation of the Team and deployment of each expert;
- Time table(s) (bar-chart) displaying activities to be carried out by each expert and the period to be spent by each key expert

7. REPORTING REQUIREMENTS, REPORTS AND SCHEDULE OF DELIVERIES

The consultant will report to the Chief Executive Officer through the Infrastructure Development Manager. The assignment shall be coordinated by the GBA assisted by relevant Departments of the Government of Malawi such as district council irrigation department. The GBA shall be responsible for liaison between the GoM and the consultant, and the provision of any assistance to the consultants as required under the contract.

The Consulting firm shall produce a series of reports in the English language during the assignment. The reports shall be submitted in electronic and hard copies according to the following schedule and numbers:

Milestone	Schedule (months)	No. of Hard Copies
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Effective Date of Contract	X	
Inception Report	X + 0.5	10
<u>Assessment and Option Analysis Report</u> : The report shall contain water resources assessment report, design review report with cost estimates and recommendations for any essential changes in the designs	X + 2.5	10
Construction drawings	X + 3	10
<u>First Monthly Report</u> : within one month of the start of construction supervision services. The report should cover the result of review of the Contractor's proposed Construction Program and recommendations for any essential changes in the Program and the Services Work Plan	X+ 4.5	10
Monthly Progress Reports and Monthly site meetings	X + 4.5, X + 5.5, X + 6.5, X + 7.5, + X+n, ...X+46	10
<u>Draft Project Completion</u> : within thirty (30) days of completion of the services including as built drawings, operation and maintenance manuals, detailed description of the services performed, handover certificates and final accounts of the works, comparison of cost and budget of the works including detailed description of any changes in the cost of the Works and all project records.	30 days after completion of the consultancy services	10

<u>Final Project Completion Report:</u> within thirty (30) days of approval of the Draft Project Completion Report.	30 days after approval of Draft Project Completion Report	10
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NB: X is the effective date of contract and the number represent days thereafter.

The Consultant shall also be required to submit the reports on a non-returnable USB flash disk and through emails.

8. Consultant’s Fees

The contract shall be output -based, up to a maximum agreed contract sum. The consultant’s fees shall cover the wages and salaries of the professional staff-inputs utilized on the assignment, provision for supporting services necessary to carry out the assignment, purchase/hire of vehicles, procurement of equipment and direct costs for travel, freight, accommodation, report production and other expenses.

In proposing the level, timing and type of professional staff inputs, the consultants shall take due account of the requirements of the terms of reference and will consider all relevant factors that affect the cost of the assignment.

The amount and schedule of payment of fees shall be in accordance with the terms and conditions of the contract agreement finally made between the Greenbelt Authority and the consultants.

9. Responsibilities of the GBA

The GBA shall provide the consultants with relevant available reports and other documents related to the assignment and shall not withhold any information pertinent to the consultant’s work.

10. Responsibilities of the Consultant

The consultant shall carry out the assignment in a professional manner in keeping with internationally accepted standards, using qualified and appropriate staff. The consultant may add additional experts he/she may deem necessary to successfully undertake the assignment, but at no extra

cost. These shall endeavour to implement the assignment with diligence and within the time frame agreed upon in the contract. In this regard, the consultant shall furnish to the GBA the full curriculum vitae of each of the members of the team it has proposed for the assignment. The consultant and his staff shall be ready and willing to work with local staff.

The consultant shall be responsible for providing his staff salaries, benefits, welfare, freight and travel, including visas. The consultant shall replace any staff member who is unable to carry out the work or is considered by the GBA to be unsuitable, with similar or better qualified member of staff acceptable to the GBA.

The consultant shall be responsible for its head office support costs, the cost of housing and other services for staff on the assignment and procurement and transport of all office technical equipment, machinery and purchase of vehicles needed for the assignment. The consultant shall be responsible for arranging and meeting the cost of all supporting services e.g., printing of reports.

- **Consultant Office:** Office space can be rented by the Consultant at Karonga Town Council within the district of the assignment. Provisions for adequate office space should be made in the proposal.
- **Transportation:** The Consultant should provide and pay for all costs of transportation for its staff for the duration of its services. In line with the available budget, the Consultant, after consultation with the Client, may procure a vehicle(s) for the assignment.
- **Equipment and Furniture:** Proposals by the Consultants should include provisions for office equipment and furniture, and surveying equipments.
- **Laboratory Tests:** Provisions for field-testing equipment should be included in the proposals. Required tests can be carried out by approved outside laboratories at the Contractors' expense.

At the end of the contract, all items (including vehicles, laptops, machinery) procured for the assignment (and included in the cost schedule proposal), or for which reimbursement was claimed and received shall be handed over to the GBA. The consultant shall also keep complete records of all construction works carried out under the assignment and handover to the GBA all documents, working papers, calculations and computer data produced during the assignment. Documents to be handed over shall also include the complete set of as-

built drawings, materials testing records, variation orders, contractor's claims, inspection reports, and handover certificates.

Section 7: General Conditions of Contract

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Section 7. General Conditions of Contract

General Provisions

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in GCC 2.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.

“Days” are calendar days; “months” are calendar months.

“Eligible Countries” means the countries and territories eligible as listed in the SCC.

“GCC” means these General Conditions of Contract.

“Government” means the Government of the Republic of Malawi.

“Lump Sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.

"Member", in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SCC to act on their behalf in exercising all the Suppliers' rights and obligations towards the Procuring Entity under this Contract.

"Party" means the Procuring Entity or Supplier, as the case may be, and "Parties" means both of them.

“Personnel” means persons engaged by the Supplier or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside the Republic of Malawi; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside the Republic of Malawi; and “Key Personnel” means those Personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks.

“Procuring Entity” means the entity purchasing the Services, as specified in the Agreement, hereinafter known as “the Client”

“SCC” means the Special Conditions of Contract.

“Services” means the consultancy services to be performed by the Supplier as described in the contract.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier, hereinafter known as “the Consultant”.

“Sub-consultant” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Consultant.

Corrupt Practices

It is the Government's policy to require that Procuring Entities, as well as Bidders and Consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government:

defines, for the purposes of this provision, the terms set forth below as follows:

"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;

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

"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

"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.

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.

In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract in accordance with GCC Clause 16 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Consultant, during the procurement or the execution of that contract.

Contract Documents

The documents forming the Contract shall be interpreted in the following order of priority:

Agreement, including all appendices;

Special Conditions of Contract;

General Conditions of Contract; and

any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

No amendment, modification or other variation of the Contract shall be valid unless a Modification to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC.

The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Republic of Malawi, unless otherwise specified in the SCC.

Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract, unless otherwise specified in the SCC.

Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party at the address specified in the SCC.

Location

The Services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Malawi or elsewhere, as the Client may approve.

Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC.

Taxes and Duties

Unless otherwise specified in the SCC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi, the amount of which is deemed to have been included in the Contract Price.

Eligibility

The Consultant and its Subconsultants shall have the nationality of an eligible country. A Consultant or Subconsultant shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

The Consultant and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries.

Commencement, Completion, Modification and Termination of Contract

Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

Expiration of Contract

Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

Any period specified within the Contract by which a Party is required to complete any action or task, if as a result of Force Majeure, shall be extended for a period equal to the time during which the Party was unable to perform the action or task.

Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Termination

By the Client

The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 16.1 and sixty (60) days’ in the case of the event referred to in (f):

if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

if the Consultant become insolvent or bankrupt;

the Consultant fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34;

the Consultant, in the judgement of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract;

if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

if the Client, in its sole discretion, decides to terminate the Contract.

By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 16.2:

If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

If the Client is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

If the Client fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34.

Payment upon Termination

Upon termination of this Contract pursuant to Clauses 16.1 or 16.2, the Client shall make the following payments to the Consultant:

Remuneration pursuant to Clause 29 or 30 for Services satisfactorily performed prior to the effective date of termination;

Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 16.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents.

Obligations of the Consultant

General

The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

Conflict of Interests

Consultant Not to Benefit from Commissions, Discounts etc

The remuneration of the Consultant pursuant to Clause 29 or 32 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

Consultant and Affiliates Not to Be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, 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.

Prohibition of Conflicting Activities

Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

during the term of the Contract, any business or professional activities in the Republic of Malawi

which would conflict with the activities assigned to them under the Contract; or after the termination of this contract, such other activities as may be specified in the SCC.

Confidentiality

The Client and the Consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Sub-consultant such documents, data, and other information it receives from the Client to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Consultant shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.

Insurance to Be Taken Out by the Consultant

The Consultant shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC.

The Consultant, at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions :

- entering into a subcontract for the performance of any part of the Services;
- appointing such members of the of the personnel not listed by name in the Contract; and
- any other action that may be specified in the SCC.

Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said Terms of Reference.

Documents Prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with the Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

Consultant's Personnel

Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in the Contract. The Key Personnel and Sub-consultants listed by title as well as by name in the Contract are hereby approved by the Client.

Removal and/or Replacement of Personnel

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Obligations of the Client

Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Malawi.

Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

Provide assistance to the Consultant's international personnel and, where applicable international Sub-Consultants employed by the Consultant, to obtain registration or obtain any permit to practice their profession in the Republic of Malawi.

Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Republic of Malawi, of bringing into the Republic of Malawi reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

Change in Laws

Unless otherwise specified in the Contract, if after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Malawi (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the period for completion of the Services and/or the Contract Price, then such time period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contract modification or a price adjustment.

Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed in the Contract.

Payments to the Consultant

Contract Price and Currency

The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing the total amount payable for a Lump Sum contract.

Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.

In consideration of the Services performed by the Consultant under the Contract, the Client shall make to the Consultant such payments in such manner as is provided by the Contract.

The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-consultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.

The Contract Price may only be increased through amendment of the Contract in accordance with GCC Clause 14.

The price for any additional services, as may be agreed in accordance with GCC Clause 14, shall be determined using the Breakdown of Contract Price in the Contract.

Payment Schedule and Advance Payment

All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

Should the advance payment guarantee cease to be valid and the Consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Client from future payments due to the Consultant under the contract.

If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Consultant.

Payment Terms

Unless otherwise specified in the SCC, payments shall be made by the Client, no later than sixty days after submission of a request for payment by the Consultant.

The Consultant's request for payment shall be made to the Client in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.

The Client shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Client shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

Price Adjustments

Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the laws of the Republic of Malawi.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: GBA/IPD/RFP/S/KARONGA/RICE/2024/25
GCC 1.1	The Eligible Countries are those listed in Section 5 of the Request for Proposals document. The Member in Charge is: N/A
GCC 3.1(d)	Other documents forming part of the contract are: i. Contract award Notification Letter ii. Consultants Acceptance letter iii. Detailed TOR's for the Assignment
GCC 4.1	The Contract shall be governed by the laws of the Republic of Malawi.
GCC 5.1	The language of the contract shall be English.
GCC 6.1	The addresses for Notices are THE IPDC CHAIRMAN, INTERNAL PROCUREMENT AND DISPOSAL COMMITTEE. for the Procuring Entity: GREENBELT AUTHORITY Street Address: MWAI HOUSE, CITY CENTRE Floor/Room number: 1ST FLOOR Town/City: LILONGWE PO Box No: 30776 Country: MALAWI Telephone: Facsimile number: Email: For the Supplier: Street Address: Floor/Room number: Town/City: Postal Code/PO Box No: Country: Telephone: Facsimile number: Email:

GCC clause reference	Special Conditions of Contract
GCC 8.1	The Authorised Representatives are: for the Procuring Entity: Chief Executive Officer for the Supplier:
GCC 9.1	The Supplier, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi.
GCC 12.1	The period within which the Services shall have commenced is: 7 days upon contract signing
GCC 13.1	The period for expiration of the contract is: 48 months from contract signing or a period earlier determined by the completion of construction works
GCC 18.3(b)	The following activities are prohibited: Using GBA's Privileged information for other private purposes.
GCC 20.1	The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 21.1(c)	The Procuring Entity's prior approval is also required for the Replacement of the team leader and other experts under whatever circumstances
GCC 23.1	The future use of documents is restricted as follows: The successful bidder shall not use any documents or information associated with the consultancy service without prior approval by GBA as all the documents and materials for the consultancy shall belong to the Government of Malawi
GCC 26.1(g)	The Procuring Entity shall provide the following further assistance: As provided for in the TORs under the client's request
GCC 29.2	Payments shall be made in the currency or currencies of the contract price.
GCC 30.1	The payment schedule shall be: As agreed with the successful bidder and shall be made within 45 days from the date of the Invoice
GCC 30.2	An Advance Payment Guarantee shall be required. The period of validity of the Advance Payment Guarantee shall be: N/A
GCC 31.1	Payment shall be made by the Procuring Entity within 45 days of receipt of the request for payment

GCC clause reference	Special Conditions of Contract
GCC 31.2	The following documentation shall be required to support payment requests: <ul style="list-style-type: none">i. Letter requesting for the specific paymentii. Means of verification for a completion taskiii. An original Invoice and 2 copies
GCC 31.4	Interest shall be paid on late payments at the rate of: N/A
GCC 32.1	Prices charged by the Supplier shall not vary from the prices quoted in the Contract.

Section 9: Contract Forms

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Agreement

This Agreement is made the..... day of the month of
between of (“the Client”)
and of (“the Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Client that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall pay the Consultant the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (for the Client)
Name: _____ Authorised Representative
Position: _____

Witnessed by: _____
Name: _____

Signed by _____ (for the Consultant)
Name: _____ Authorised Representative
Position: _____

Witnessed by: _____

Name: _____

Appendices

Appendix A Description of Services

Detailed descriptions of the Services to be provided, dates for completion of tasks, submission of reports and other deliverables etc.

Taken from Section 6 of the Request for Proposals document, modified as required by the comments and suggestions in the Consultant's proposal and any negotiations.

Appendix B Key Personnel and Sub-Consultants

Team Composition, including names (where already known), firms, positions, tasks assigned and staff-months for each. List of approved Sub-Consultants.

Taken from Form T5 Team Composition and Form T7 Staffing Schedule of the Consultant's proposal, modified and supplemented as required.

Appendix C Breakdown of Contract Price/Cost Estimates

List the breakdown of fee rates and reimbursable expenses, using Forms F3 Summary of Fees and F4 Summary of Reimbursable Expenses from the Consultant's proposal, modified and supplemented as required. Add the wording "This appendix will be used exclusively for determining remuneration and costs for additional services".

Insert multiple tables, as required, where the assignment is divided into separate activities or where the contract is in more than one currency.

Appendix D Services and Facilities Provided by the Client

Details of the inputs to be provided by the Client, including data, services facilities and any counterpart staff.

Note to Bidders: The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution.

Advance Payment Security

Date: **[insert date (as day, month, and year) of Advance Payment Security]**

Procurement Reference No.: **[insert Procurement Reference number]**

To: **[insert complete name of Client]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Consultant]** (hereinafter called “the Consultant”) shall deposit with the Client a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter “the Guarantor”), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Client on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until **[insert day and month]**, **[insert year]**.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: **[insert complete name of person signing the Security]**

In the capacity of **[insert legal capacity of person signing the Security]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the Security for and on behalf of: **[insert complete name of the Financial Institution]**

Dated on _____ day of _____, _____ **[insert date of signing]**

