



Malawi Housing Corporation

Head Office, Soche, Blantyre

Request for Proposals Document

For the

Procurement of Consultancy Services

(Small Lump Sum Contracts)

Subject of Procurement	Property Valuation Services for the Period 2025 - 2026
Procurement Ref Number	MHC/2025-2026/PROPERTY VALUATION/1
Basis of Selection	Quality and Cost Based Selection (QCBS)
Date of Issue of Request for Proposals Document	15 th June 2026

PART 1: PROPOSAL PROCEDURES

1.1 Procurement Ref Number: MHC/2025-2026/PROPERTY VALUATION/1

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

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

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

1. the Technical Proposal Submission Sheet in this Part;
2. a brief methodology for performing the services;
3. a work plan, showing the inputs of all key staff;
4. CV's of two key staff with Practising Certificate
5. a summary of your experience in similar assignments;
6. Proof of financial capacity in form of original bank letters.
7. Payment terms (Minimum of thirty days)
8. Registration Certificates from the Property Valuations Board and Surveyors Institute of Malawi.

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

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

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

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

1.7 Bid Security: A Signed Bid Securing Declaration Form shall be enclosed as per

Sample below:

Bid Securing Declaration Form

COMPANY NAME.....

DATE.....

BID SECURING DECLARATION

Procurement Reference Number: **MHC/2025-2026/PROPERTY VALUATION/1**

TO: The Chairperson, Internal Procurement and Disposal Committee, Malawi Housing Corporation

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of two (2) years, if we are in breach of our obligations under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Bid Data Sheet; or
- (b) Having been notified of the acceptance of our Bid by the Client during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the performance security, if required, in accordance with the ITB.

We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed:

Name.....in the capacity of.....

Duly authorized to sign the Bid for and on behalf of.....

Dated this day of.....

Corporate Seal

1.8 Declaration of Beneficial Ownership and/or Shareholders of the Bidders

Enclosing a filled and signed Beneficial Ownership Disclosure Form as per sample below:

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

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

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

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

Date: **(Insert date)**

Procurement Reference No: **(Insert Procurement Reference Number)**

Page **(Insert page number)** of **(insert total number of pages)** pages.

To: **(insert complete name of Procuring and Disposing Entity)**

In response to the invitation for bid dated **(insert date of invitation for bid)** we hereby submit beneficial ownership information: **(select one option as applicable and delete the options that are not applicable).**

(i) We hereby provide the following beneficial ownership information:

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 5% or more of the Shares (Yes/No)	Directly or indirectly holding 5% or more of the Voting Rights (Yes/No)	Directly or indirectly having the right to appoint a majority of the Board of Directors or an equivalent governing body of the Bidder (Yes/No)
Include full name (last, middle and first), nationality, country of residence, telephone number (s), email address, postal and physical addresses			

OR

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

more of the following conditions:

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

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

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Bidder’s name and the name of the Procuring

Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

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

Date of deadline: **19th JUNE 2026**

Time of deadline: **14:00 HOURS**

Address: **THE CHAIRPERSON,
INTERNAL PROCUREMENT AND DISPOSAL
COMMITTEE,
MALAWI HOUSING CORPORATION,
P.O. BOX 414,
BLANTYRE**

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

Date of opening: **19th JUNE 2026**

Time of opening: **14:00 HOURS**

Address: **THE CHAIRPERSON,
INTERNAL PROCUREMENT AND DISPOSAL
COMMITTEE,
MALAWI HOUSING CORPORATION,
P.O. BOX 414,
BLANTYRE**

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

A) **Preliminary examination:** to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the supplier has accepted all terms and conditions without material deviation or reservation

(B) **Technical evaluation:** With the weighting of **70 Points**

(C) **Financial evaluation:** With the weighting of **30 Points**

Total Scores = 100 Points

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

1.13 Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

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

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

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

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

- A. A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- B. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for

an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the 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.

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

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

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

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

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

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

- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

1.16 Technical Evaluation Criteria:

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

EVALUATION CRITERIA	POINTS
CONSULTANT'S SPECIFIC EXPERIENCE The Consultant should have a minimum of 2 years' experience.	20 points
METHODOLOGY The Consultant should indicate how the services will be performed in compliance with the Terms of References provided	40 points
KEY PERSONNEL The Consultant should provide documentary evidence (CV's and copies of Certificates) of the following key personnel who should have a minimum of two (2) years' experience: Senior Consultant - 20 Points Consultant - 10 Points	30 points
PAYMENT TERMS The Consultant should not need an instant deposit but rather provide an itemised fee note for work already done. Payment should be indicated as 30 (thirty) days from date of submission of invoice after rendering the services.	10 points
TOTAL	100 points

The minimum technical score required to pass the technical evaluation is **70 points**

1.17 Financial Evaluation Criteria:

1.17.1 Checking Currency: Proposals should be priced in **Malawi Kwacha**.

1.17.2 Checking Arithmetical Errors, Taxes and Discounts

1.17.3 Applying **20% Margin of Preference (For Indigenous Black Malawians)**

1.17.4 Ranking the Bids according to Scores

1.17.5 Recommendation for Award: The proposal with the highest weighted scores shall be recommended for award of contract, subject to any negotiations required.

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

1.17.7 Right to Reject: Malawi Housing Corporation reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

1.18. Post qualification Evaluation Criteria

After determining the Bid with the highest Scores, Malawi Housing Corporation shall carry out **post-qualification**, using only the factors specified below:

- (a) **Proof of Past Performance (Experience):** The bidder shall enclose three reference letters or copies of related Contracts/LPOs from previous clients to act as proof of past performance.
- (b) **Valid MRA Tax Compliance Certificate:** The bidder shall provide a copy of the latest MRA Tax Clearance Certificate valid up to 31/03/2027.
- (c) **Registration Certificate (Certificate of Incorporation):** from the Registrar of Companies
- (d) Valid Public Procurement and Disposal of Assets Authority (**PPDA**) **Registration Certificate**
- (e) **Financial Capacity:** Proof of availability of funds by enclosing audited accounts for the past two years or reference letter from the Bank (indication of access to credit lines)
- (f) **Enclose a Power of Attorney** bearing the name of the authorized signatory to the Bidding Document and contract.

Technical Proposal Submission Sheet

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

Procurement Reference Number:	MHC/2025-2026/PROPERTY VALUATION/1
Subject of Procurement:	PROPERTY VALUATION SERVICES FOR THE PERIOD 2025-2026
Name of Bidder:	
Bidder's Reference Number:	
Date of Technical Proposal:	

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

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

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

We enclose a separately sealed financial proposal.

Technical Proposal Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address: _____

Financial Proposal Submission Sheet

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

Procurement Reference Number:	MHC/2025-2026/PROPERTY VALUATION/1
Subject of Procurement:	PROPERTY VALUATION SERVICES FOR THE PERIOD 2025-2026
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: _____ and _____.

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

Financial Proposal Authorised By:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

Address: _____

Breakdown of Contract Price

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

Procurement Reference Number: **MHC/2025-2026/PROPERTY VALUATION/1**

1. COST OF SERVICES

Currency of Fees: Malawi Kwacha

Description	Rate	Total Price
TOTAL		

2. REIMBURSABLE COSTS

Currency of Reimbursable Costs: Malawi Kwacha

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

TOTAL PRICE: _____

Breakdown of Contract Price Authorised By:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

PART 2: SCHEDULE OF REQUIREMENTS

Procurement Ref Number: **MHC/2025-2026/PROPERTY VALUATION/1**

1. BACKGROUND INFORMATION

Malawi Housing Corporation was established by the Malawi Housing Corporation Act of 1964 (chapter 32.02 of the Laws of Malawi). The Corporation was established to, among other things, carry out the following functions:

- (1) to undertake the management of houses, classes of houses and housing estates as the minister may entrust to it and it shall be at liberty to charge a management fee thereof where it has not been given beneficial ownership of the same;
- (2) to develop, build, manage, control or sell houses, housing estates or buildings at the request of any person, at a fee or in partnership with a person;
- (3) to enter into agreements with contractors or agents or any person or organisation for the construction, development, maintenance, management, supervision or sale of houses, housing estates, buildings or any landed property;
- (4) to build or to permit or assist in the building of commercial buildings or any type of building or to purchase commercial landed property on its land;
- (5) to purchase, hold, manage, lease or otherwise dispose of any interest in or attaching to land; and
- (6) to borrow such sums of money as may be required for its purposes by way of loan, issue of stocks or bonds, mortgage, bank draft or such other ways as the approved by the Government.

The Corporation's statutory mandate is threefold namely:

- i. Construction of houses
- ii. Maintenance of existing housing estates
- iii. Development of plots

2. TERMS OF REFERENCE FOR PROPERTY VALUATION SERVICES

PURPOSE: The purpose of the exercise is to give an independent guide to the property values of the property in compliance with the International Accounting/Valuation Standards and also to certify the current values as provided by the Internal Valuers.

DURATION AND COST OF THE ASSIGNMENT

- (i) The services are expected to be carried out within 60 days from date of issue of Contract or Local Purchase Order.
- (ii) The cost is expected to be based on checking sample valuations prepared by the MHC Internal Valuers

EXPECTED ASSIGNMENTS: The External Valuer is expected to perform the following tasks:

- (1) Validation of assessments done by Internal Valuers
- (2) To thoroughly check sample valuations done by Internal Valuers for the Year End Accounts/Audit

REPORT: The Consultant will be expected to prepare a Valuation report for adoption after validation of the values by the internal valuers of Malawi Housing Corporation.

NB: (1) Prospective Valuers should show how fees will be charged under the above listed terms.

SELECTION

The Service Provider will be selected in accordance with the guidelines as contained in the Public Procurement and Disposal of Assets Act (2025) and its subsidiary legislation.



Malawi Housing Corporation

CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-Sum Payments

PROVISION OF PROPERTY VALUATION SERVICES FOR THE PERIOD 2025-2026

between

MALAWI HOUSING CORPORATION

and

[Name of the Service Provider]

Procurement Number: MHC/2025-2026/PROPERTY VALUATION/1

Dated: _____

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

B. WARRANTY

The consultant warrants that it has all authority, licenses and permits and consents necessary to enter into and perform its obligations under this agreement and will fully comply with all applicable laws.

C. ALTERATION/MODIFICATION OF AGREEMENT

No alterations or modification on this agreement shall be valid unless made in writing and executed by Consultant and the client

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

- 3. Documents forming part of contract**
- The following documents shall be deemed to form and read and construed as part of the this contract namely:
- (a) the General Conditions of Contract
 - (b) the special Conditions of Contract
 - (c) the Statement of Requirements
 - (d) the bid Submission sheet and the price schedules submitted by the Consultant
 - (e) the Procuring Entity's Notification to the Consultant of award of

Contract
(f) the local purchase order

4. Payment

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:

20% upon the Client's receipt of a copy of this Contract signed by the Consultant; against submission of Bank Guarantee for the Advance Payment in accordance with the Contract.

30% upon the Client's receipt of the draft report, acceptable to the Client; and

50% upon the Client's receipt of the final report, acceptable to the Client.

100% Total

C. Payment Conditions

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

5. Project Administration

A. Coordinator.

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

B. Reports.

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

6. Performance Standards

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

Contract that the Client considers unsatisfactory.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of the Republic of Malawi, and the language of the Contract shall be English.
- 13. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of the Republic of Malawi.
- 14. Termination Clause** (i) This agreement may be terminated by either party with without cause upon a less than **30 days** advance written notice to the other party.
- (ii) Either party may terminate this agreement if the other party materially breaches any obligation hereunder, provided the termination party has provided notice of such breach to the other party
- 15. Annexes** The Annexes attached hereto shall form part of the Contract

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

WITNESS

WITNESS

Signed By _____

Signed By _____

Name _____

Name _____

