

Telephone: (265) 01 874 333 /
677 333
Facsimile: (265) 01 876928
Email: gech@health.gov.mw

All communications should be addressed to:
The Hospital Director



In reply please quote
QECH/IPDC/28/20/25-323
QUEEN ELIZABETH CENTRAL
HOSPITAL
P.O. BOX 95
BLANTYRE
MALAWI

REQUEST FOR QUOTATIONS (FOR NON-CONSULTANCY SERVICES)

PROCUREMENT REFERENCE NUMBER: QECH/IPDC/28/20/25-323

To:

.....

..... Date: ...**30TH October, 2025**.....

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

SECTION A: QUOTATION REQUIREMENTS

1. Description of Services and Location

Supply and installation of hybrid IP-PBX or later version with a minimum capacity for 10 CO lines and 200 extension lines at QECH

- 2.** Services are to commence within: **7 days** from the date of order.
- 3.** Services are to be completed within: **14 days** from the date of commencement.
- 4.** Quotations must be valid for **30 days** from the deadline of submission.
- 5.** Quotations and supporting documents as specified in Section B must be marked with the Procurement Reference Number given above and indicate acceptance of the stated terms and conditions.
- 6.** Quotations must be received, in sealed envelopes no later than: **10:00AM** on **5th November, 2025**
- 7.** Quotations must be returned to the Chairperson of the IPDC: **The Chairperson, Internal Procurement and Disposal of Assets, Queen Elizabeth Central Hospital, Ginnery Corner, Highway, Chipatala Avenue, Post Office Boc 95, Blantyre**
- 8.** The attached Schedule of Rates and Prices in Section C together with any Terms of Reference or other documentation mentioned in Section C and appended, detail the services to be performed. You are requested to quote by completing Sections C and D. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services including all taxes, levies and duties. The total cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.

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

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SECTION B: QUOTATION SUBMISSION SHEET

1. Currency of Quotation:
2. Services will commence withindays from date of Purchase Order.
3. Services to be completed within days from date of commencement.
4. Validity period of this quotation is days from the deadline for submission.
5. We enclose the following documents:
 - (i) Section C of the Request for Quotations completed and signed;
 - (ii) A copy of our Trading Licence
 - (iii) A copy of our Annual Tax Clearance Certificate (for the last financial year)
 - (iv) A list of recent Government contracts performed at least three (3)
6. We offer to supply in conformity with the Request for Quotations Documents and in accordance with the delivery schedule required in Section D: Schedule of Requirements.
7. We have examined and have no reservations to the Request for Quotations Document, including Addenda No: of Addenda.
8. Our price shall be fixed for the duration of the validity period.
9. We declare that our firm, Directors and Beneficial owners do not engage in corrupt, fraudulent and/or uncompetitive practices whenever participating in procurement proceedings.

AUTHORISED BY: [*to be completed by someone who has the power of attorney for the Bidder*]

Signature: _____ Name: _____

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

Authorised for and on behalf of (Company name):

Company: _____

Registered Address:

.....

If any additional documentation is attached to your quotation, a signature and authorisation in Section C and Section D is still required as confirmation that the terms and conditions of this RFQ prevail over any attachment. If the Quotation is not authorised in Section C and Section D, the quotation may be rejected.

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SECTION C: SCHEDULE OF RATES AND PRICES (TO BE PRICED BY BIDDER)

Item No.	Description of Services (Append detailed specifications, requirements, explanations and/or Terms of Reference as necessary)	Unit of Measure	Quantity	Unit Price Kwacha	Total Price Kwacha
1.0	Supplying and Installation of Private Automatic Branch Exchange (PABX) as follows:				
1.1	Supply and Install PABX 10-192	Each	1		
1.2	Supply and install Gateways 32 analogues	Each	6		
1.3	Supply and install Consoles Telephone operators for Reception	Each	2		
1.4	Supply and install indoor Cables 2 pair.	Each	10		
1.5	Supply and install external cables 10 pair	Each	10		
1.6	Supply and install lightening Protector	Each	1		
1.7	Supply and install Surge Protector	Each	1		
1.8	Supply and install RJ Connector	Each	196		
1.9	Supply and install Earth wire	Each	100		
1.10	Supply and install Earth load	Each	1		
1.11	Supply and install Trucking 40 by 40	Each	50		
1.12	Supply and install FCC Socket	Each	196		
1.13	Supply and install FCC Socket	Each	196		
1.14	On-site Training (For QECH staff members)	day	3		
1.5	Testing & Commissioning (Full system testing and cut-over)	Lump sum	1		
<i>Sub-Total</i>					
<i>VAT</i>					
<i>PPDA Levy (1%)</i>					
<i>Total Bid Price</i>					

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

The following attachments are appended to clarify the Description of Services:
[List each attachment e.g. detailed schedule of services, or terms of reference]

AUTHORISED BY:

Signature _____ Name: _____
:

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

Authorised for and on behalf of:

Company _____
:

Official Date Stamp:

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SECTION D: Beneficial Ownership Disclosure

T1B Beneficial Ownership Disclosure Form

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

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

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

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

Date: _____

Procurement Reference No.: _____

Page _____ of _____ pages

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To: _____

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

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

Details of beneficial ownership

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

OR

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

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights

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

OR

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

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

Name of the Bidder: _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed _____ day of _____, _____

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SCOPE OF WORK FOR TELEPHONE SYSTEM INSTALLATION

1. Supply Of Hybrid IP-PBX or later version with a minimum capacity for 10 CO Lines and 200 Extension Lines.
2. Install the supplied Hybrid IP-PBX in the **telephone operators'** room.
3. Supply Digital Proprietary Executive Digital Telephone Handsets for the Operators Console and other Executive users.
4. Supply compatible Analogue Proprietary Telephone handsets for the additional telephone extensions.
5. Decommission the old system at Queens Hospital
6. Terminate the exiting telephone line numbers to the installed PBX as switchboard direct lines for Queens.
7. Commission installed Hybrid IP-PBX telephone system at Queens
8. Configure a Dual Operator console system between Hospital and Administrative Block.
9. Supply and Installation of Headset for the Operators.
10. Install AirTel and Telekom Networks GSM routers to the installed PBX and configure the PBX for Least Cost Routing.
11. Install Voice over IP/ Gateways for extension numbers on external buildings within the queens campus in Blantyre.
12. Supply and install Lightening Arresters modules on all trunk lines.
13. Supply and install surge protection module on electricity mains supply.
14. Install Earth wire connected to the grounded earth rod.
15. Configure Telephone System 4-Digit User Access PIN Codes.
16. Train the Administrative Assistants and other staff on how to man the Digital Hybrid PBX console
23. Terminate all telephone points to RJ 11 Data boxes
24. Neatly route all telephone cables in cable trunking.
25. Documentation of system installation and configuration reference manual for file.

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ISDN SERVICE FEATURES TO BE CONFIGURED

- Calling line identification presentation (CLIP) on Digital Telephone Handsets.
- Direct dialing inward (DDI) for VoIP CO lines and some Exchange line.
- ISDN
- ISDN extension; call forward (CFU/CFNR/CFB) and call transfer (CT) with sub offices.
- Day/Night Mode Switch
- Night Ringing Extension Assignment to the Guard Post extension line.
- Analog Caller ID Display for compatible analogue telephone handsets.
- Group Call Pick-up for departments.
- Automatic Call Distribution for departments.
- Temporary Answer Hold with Message

System features to be configured.

- Access Code configuration (e.g. **801** for MTL lines, **805** for VoIP line, **808** for TNM lines and **809** for Zain/AirTel lines)
- Configure DISA (Direct Inward System Access) configuration.
- Networking configuration to provide single call management. Enhanced Caller ID configuration for users with Digital handsets.
- Call forwarding and Follow Me configuration.
- Call forwarding - Trunk to Trunk
- DIL Call Transfer
- Automatic Route Selection (ARS)/Least Cost Routing (LCR)
- Background Music (BGM)
- Busy on Busy
- Call Barring
- Call pickup Groups Calling Line Identification Distribution (CLI)
- Direct In Lines (DIL)
- Echo Cancellation
- Existing Analogue Proprietary Telephone (APT) / Digital Proprietary Telephone (DPT) installation for compatible handsets.
- Configured to use the existing extension Numbering Plan (3-digit, 2XX)
- Hunting Groups for incoming lines
- Boss – Secretary/One touch "2-Way transfer" configuration for Operator, Executive Secretary and other extensions.

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Operator convenience features to be setup:

- Call Queuing configuration for the operator
- Music on hold configuration
- DISA with messages
- Executive Busy Transfer
- Executive Call Forwarding
- Executive Do Not Disturb
- Executive No Answer Transfer
- Executive Service Operation
- Interrupt
- Exclusive Hold
- Unscreened Call Transfer
- Call Park with indication
- Emergency Call
- Hurry-Up Transfer
- Intercept Routing - Busy/DND
- Intercept Routing - No Answer
- Intercept to Trunk
- Manager Functions
- Operator Functions
- Remote Extension Lock
- Time Service (Day/Night/Lunch/Break)
- Uniform Call Distribution (UCD)
- VIP-Call
- Visual Caller ID

EXPECTED OUTPUT

- The PBX installed and mounted on a wall or rack
- The PBX commissioned
- Old PABX decommissioned
- Requested functions to be properly configured.
- Administrative Assistants and other support staff trained to man the consoles.
- ICT Staff trained basic system administration of PBX system
- Technical Documentation for all telephone network cabling distribution points (DPs) and configurations properly filed. To provide backup service after warranty
- To provide 12 months warranty

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WORK RELATIONSHIPS

From Queens

- Senior ICT Officers – Technical consultations
- Administrators – Services requirements
- Procurement Officer - Contractual obligations

From Service providers

- Engineer – Technical Issues and designing (minimum Bsc Degree in ICT/Telecommunication)
- Technicians – Services requirements (minimum Diploma in ICT/Telecommunication)
- Customer Service Officer - Contractual obligations (minimum Diploma in procurement or Company Law)

4: PBX Additional Features

- Configure Standard PBX features:
 - Call forwarding - no answer after timeout
 - Call forwarding from the extension
 - Callback on busy and no answer
 - Camp-on / call waiting tone
 - Caller ID Presentation - Allowing users to identify the number of the calling party. Propose for additional Digital Caller ID phone set.
 - Call Waiting.
 - 3-Party Calling Conference (internal/external) - Allowing users to speak with two parties (within and external) at the same time by using one phone.
 - Call Forwarding - directing unanswered calls to a specified number.
 - Hunt groups
 - Intercept position/attendant console interrupt
 - Line seizure
 - Telephone lock
 - Call Pick up
 - Call back on busy
 - Forced Account Codes
 - Automatic call distribution
 - Music on hold - internal/external music source
 - Night service / day service
 - Park
 - Recall

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- Telephone directory, central
- Call Transferring (internal/external)
- Direct inward dialling
- Distinctive call signaling
- Do Not Disturb / "silent call"

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SECTION E: EVALUATION OF QUOTATIONS

Quotations that are responsive, qualified and technically compliant will be ranked according to price.

Award of contract will be made to the lowest evaluated quotation by the issue of a Local Purchase Order.

Signed:

Name.....

Title/Position:

For and on behalf of the Procuring and Disposing Entity

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GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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DEFINITIONS

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

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

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

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

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

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

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

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

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- **COUNTRY OF ORIGIN**

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

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

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

- **STANDARDS**

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

- **PATENT RIGHTS**

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

- **INSPECTIONS AND TESTS**

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

5.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and

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assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.

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

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

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

- **PACKING**

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

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

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- **DELIVERY AND DOCUMENTS**

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

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

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

- **INSURANCE**

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

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

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

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

8.4 For Services contracts the Supplier shall provide—

- (a) public liability insurance;
- (b) third party insurance;

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

- **TRANSPORTATION**

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

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

- **PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES**

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

- **PROTECTION OF THE ENVIRONMENT**

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

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

- **INCIDENTAL SERVICES**

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

- **SPARE PARTS**

If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by

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the Supplier including such spare parts as the Procuring and Disposing Entity may decide to purchase from the Supplier, provided that this decision shall not relieve the Supplier of any warranty obligations under the Contract.

- **WARRANTY**

- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Malawi.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Procuring and Disposing Entity, unless specified otherwise in the Contract.
- 14.4 The Procuring and Disposing Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Procuring and Disposing Entity.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract, the Procuring and Disposing Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring and Disposing Entity may have against the Supplier under the Contract.

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- **PAYMENT**

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

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

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

- **PRICES**

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

- **CONTRACT AMENDMENTS**

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

- **ASSIGNMENT**

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

- **DELAYS IN THE SUPPLIER'S PERFORMANCE**

19.1 Delivery of goods and/or performance of works or services shall be completed by the Supplier in accordance with the time schedule prescribed in the contract.

19.2 If at any time during performance of the Contract, the Supplier or its subcontractor encounters conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring and Disposing

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Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

19.3 Except as provided under clause 22, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to clause 20, unless an extension of time is agreed upon pursuant to clause 17.

- **LIQUIDATED DAMAGES**

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

20.2 Once the maximum is reached, the Procuring and Disposing Entity may consider termination of the Contract pursuant to clause 21.

- **TERMINATION FOR DEFAULT**

21.1 The Procuring and Disposing Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part —

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to clause 17;

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

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

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

.3 For the purpose of this Clause—

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

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

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

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

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

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22. FORCE MAJEURE

22.1 Notwithstanding the provisions of clauses 17, 18, and 19, the Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure.

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.3 For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23. TERMINATION FOR CONVENIENCE

23.1 The Procuring and Disposing Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

23.2 The Procuring and Disposing Entity shall accept goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods, the Procuring and Disposing Entity may decide—

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

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(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

23.3 For Works contracts, the Procuring and Disposing Entity shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

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

24. SETTLEMENT OF DISPUTES

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

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

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

24.4 Notwithstanding any reference to arbitration herein—

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procuring and Disposing Entity shall pay the Supplier any monies due.

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25. LIMITATION OF LIABILITY

25.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 4: yd zswzxCXN3JK—

- (a) the Supplier shall not be liable to Procuring and Disposing Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring and Disposing Entity; and
- (b) the aggregate liability of the Supplier to the Procuring and Disposing Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

26. GOVERNING LANGUAGE

26.1 The Governing Language shall be English.

27. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Republic of Malawi.

28. NOTICES

- 28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, or email and confirmed in writing to the other party's address specified in the Contract.
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

29. TAXES AND DUTIES

A Supplier shall be entirely responsible for all taxes, duties, license fees, and such levies incurred until delivery of the contracted goods to the Procuring and Disposing Entity or performance of the works or services.