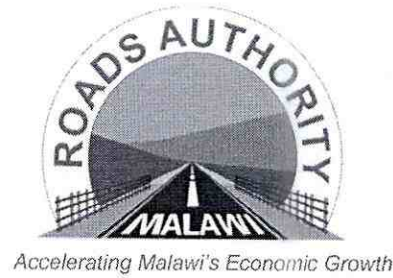


GOVERNMENT OF THE REPUBLIC OF MALAWI



ROADS AUTHORITY

Request for Quotations (RfQ)

Subject of Procurement: **Provision of Car Tracking Services**

Procurement Reference No: **RA/ADM/HQ/CTS/2025-26/02**

Procurement Method: **Request for Quotations**

Date of Issue of Quotation: **7th May, 2025**

Attention: The Chairperson, Internal Procurement and Disposal of Assets Committee (IPDC)
The Chief Executive Officer
The Roads Authority
Functional Building Private Bag B346
Lilongwe MALAWI

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Eligible service providers

Subject of Procurement: **Provision of Car Tracking Services**
Procurement Reference No.: **RA/ADM/HQ/CTS/2025-26/02**

The Roads Authority has allocated funding for Provision of Car Tracking Services for the Roads Authority and intends to apply part of the proceeds for the services.

The Roads Authority (RA) now invites all eligible firms to prepare quotations as provided in the Terms of reference. The prices quoted should include all costs and taxes applicable to the services.

The quotations should be prepared on headed paper or your firm's official quotation indicating the *full details of the eligibility status and tax registration numbers* with supporting evidence of the firm that is making the quotation.

Section A: Quotation Requirements:

- 1) Description of service and location **Provision of Car Tracking Services.**
- 2) Services shall commence within 3 days from date of Purchase Order
- 3) The delivery period for the service **7 days** from date of issue of LPO.
- 4) Quotations must be valid for **90 days** from the date of the purchase order.
- 5) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above, and indicate your acceptance of the terms and conditions. Quotations must be received, in sealed envelopes, no later than: **16:00hrs on Wednesday, 14th May, 2025.**

Quotations must be returned to:

The Chairperson, Internal Procurement and Disposal of Assets
The Acting Chief Executive Officer
The Roads Authority, Functional Building
Private Bag B346
Lilongwe
Attention: The Procurement Manager

- 6) The attached Schedule of Requirements at Section C, details the items to be purchased. You are requested to quote your delivered price for these items by completing and returning Sections B and C.

- 7) Bidders may attach brochures of the items they are bidding for. Quotations that are responsive, qualified and technically compliant will be ranked according to price.
- 8) Award of contract will be made to the lowest priced and responsive quotation through the issue of a Local Purchase Order.

Signed:  Name: **Eng. Ammiel Champiti**

Title/Position: **Chief Executive Officer**

For and on behalf of the Purchaser

Your quotation is to be returned on this Form by completing and returning Sections B and C including any other information/certification required within this RFQ.

Section B: Quotation Submission Sheet

- 1) Currency of Quotation: Malawi Kwacha
- 2) Delivery period offered: days/weeks/months from date of Purchase Order.
- 3) The validity period of this Quotation is: days from the date for receipt of Quotations.
- 4) Warranty period (where applicable):..... months.
- 5) We attach 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 contracts performed,
 - v. *[Insert any other documentation required by the Procuring Entity]*.
- 6) We confirm that our quotation is based on the terms and conditions stated in your Request for Quotations referenced above, and that any resulting contract will be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders.
- 7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address

Your quotation is to be returned on this Form by completing and returning Sections B and C including any other information/certification required within this RFQ.

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

SECTION C: SCHEDULE OF REQUIREMENTS (TO BE PRICED BY BIDDER)

Item No	Description of Service	Delivered Total Price <i>Kwacha</i>	
		Exclusive VAT	
		16.5% VAT	
		Total	

The following attachments are appended to clarify the Description of Services: Terms of reference

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Terms of Reference

Terms of Reference for the Appointment of a Service Provider to Install Vehicle Tracking System for Roads Authority's Fleet

1.0 Purpose

In order to ensure safety of Roads Authority owned fleet, monitor utilization, misuse, fraud and other fleet related challenges, the Administration Section as mandated by the Authority, hereby invites bids from prospective service providers to provide comprehensive Vehicle Tracking System for Roads Authority for the period of 36 Months.

The Administration Section is responsible for management of fleet throughout the Authority hence the need to install a technologically advanced management and monitoring system (Vehicle Tracking System) from a reputable and experienced service provider.

2 Scope of Work

2.1. The successful bidder will be expected to install the Vehicle Tracking System and sign a three-year performance contract with the Authority within a month after the appointment.

3. Devise Specification

3.1. A tracking device which uses Global Positioning System (GPS) technology for locating vehicles, (such as street location).

3.2. Each device must have a Unique Reference Number (URN).

3.3. The device must capture the GPS location information and vehicle information at regular intervals and transfer data to a central secure server.

3.4. The device must be fitted into the vehicle in a manner that does not interfere with the vehicle manufacturer warranties and should be un-detachable and difficult to tamper with.

3.5. The device must allow unlimited tests and searches for GPS device operation

3.6. The device must have a back-up battery and must monitor the battery in real time and replace battery where necessary.

3.7 The device must be connected to the vehicle's battery and must be clearly indicated as a feature of the device.

3.8 The device must allow for remote immobilization.

3.9. The device must allow for remote software upgrade.

3.10. The device must be able to send e-mail alerts on any of the configured violations.

3.11. The device must have a panic button or warning system which allows the driver to give alerts in cases of emergency situations which may require urgent responses from the service provider.

3.12. The device must have an impact sensor which gives an indication of crash as and when they happen.

3.13 To provide drivers tags

4. Application Specification

- 4.1 Web based Fleet Management Software.
- 4.2. Location based services (stolen vehicle recovery).
- 4.3 Android app for smart phones.
- 4.4 SMS based vehicle location polling.
- 4.5 SMS activated car guard function.
- 4.6 Configure SMS and/or e-mail notification.
- 4.7 High risk area and border proximity notification.
- 4.8 Over speed notification.
- 4.9 Harsh braking notification.
- 4.10 Ignition on/off notification.
- 4.11 Curfew violation notification
- 4.12 Status of vehicle including speed, location, start/stop.
- 4.13 Trip playback facility.
- 5.15. Standard and hybrid (satellite) maps.
- 4.14 Early warning system – movement without ignition/tow notification, curfew violation.
- 4.15 Assist button, usually located on the steering column, center console or seatbelt clip.
- 4.16 Extensive scheduled and on-demand reports in PDF, MS Excel or MS Word format.

5. Responsibility of the Service Provider

- 5.1 Conduct business in a courteous and professional manner.
- 5.2 Provide the necessary documentation as requested prior to the awarding of the contract.
- 5.3 Comply with Roads Authority security and emergency policies, procedure and regulations.
- 5.4 Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act No.85 of 1993 (OHSA) and any regulations. Promulgated in terms of this Act and standard instructions of Roads Authority. Install the Vehicle Tracking System in a particular location after signing the Service Level Agreement (SLA).
- 5.5 The successful bidder will be required to provide a thorough training and support to the selected number of system operators as agreed in completion of the installation of the system.
- 5.6 De-installation and re-installation of the tracking device in cases of written-off vehicles, disposal, upon replacement.
- 5.7 Active tracking and monitoring of vehicles 24 hours seven days a week.

5.8 Provide a web based Fleet Management Software and software upgrades as directed by the Authority.

5.9 Replace, maintain and upgrade the tracking device at stipulated times to ensure functionality at all times.

5.10 Report system downtime at all times.

5.11 Back-up and restore device data to support business continuity.

5.12 Provide project progress reports during the implementation phase.

5.13 Liaise with responsible Officers during the roll-out on all project activities.

5.14 Supply of monthly report.

6. Roads Authority Responsibility

6.1 Signing of the service level agreement.

6.2 Roads Authority will ensure that the service provider bill the Authority in line with the terms of terms of reference.

6.3 Payment of valid invoices within 30 days.

6.4 Random check of the functionality of tracking device.

6.5 Performance management of the contract.

6.6 In the case of write-off vehicles, disposal and termination of contract Roads Authority will report to the service provider to de-install.

7.0. Profile of the company

It is compulsory for all bid proposals submitted to cover the following:

Outlining:

- a) Number of years of experience as a vehicle tracking company.
- b) Knowledge and capacity.
- c) List of past vehicle tracking contracts (contact persons and numbers to be included).
- d) List of current vehicle tracking contracts (contact persons and numbers to be included).

The following must be submitted by the bidder:

- a) Attached valid printed tax pin.
- b) Business registration certificate
- c) ODPP registration certificate
- b) Adherence to Terms of Reference (TOR).
- c) Physical and postal addresses, contact details of the office which will be installing the vehicle tracking device.

- e) List of equipment to be used provide evidence pictures.
- f) Project implementation plan and schedule. This should outline how the tracking service will be provided according to the bid specification.
- h) Price proposals must be strictly prepared and firm for the duration of the contract.
- i) Footprints around the country to ensure accessibility and effective service.

9. Confidentiality of Information Management

The service provider is required to sign a non-disclosure of information and to transfer data at the end of the contract.

General Conditions of Contract for Local Purchase Orders

1. Definitions

1.1 The following terms shall be interpreted as indicated:

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- (b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "Goods" means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "Services" means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.
- (f) "Works" means the construction, installation, maintenance, refurbishment, repair and related activities required under a Contract for the provision of Works as defined in the Contract.
- (g) "Purchaser" means the Procuring Entity purchasing the Goods, Works or Services, as named in the Contract.
- (h) "Supplier" means the individual or firm supplying the Goods, Works or Services, as named in the Contract.

2. Country of Origin

2.1 All Goods, Works 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 Works or 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.

3. 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.

4. Patent Rights

4.1 The Supplier shall indemnify the Purchaser 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.

5. Inspections and Tests

5.1 The Purchaser 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 Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser 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 assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

5.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser 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 Purchaser.

5.4 The Purchaser'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 Purchaser 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.

6. 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 Purchaser.

7. Delivery and Documents

7.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. 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, "EXW," "CIF," "CIP," and other 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 Purchaser confirming acceptance of the Goods, Works or Services provided by the Supplier.

8. 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 Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser 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;
- (c) professional liability insurance, where appropriate;
- (d) employer's liability and workers' compensation insurance in respect of the personnel of the Supplier and of any sub-consultant.

9. Transportation

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 7.2. 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 place of destination within the Republic of Malawi, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

10. Incidental Services

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

11. Spare Parts

11.1 If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract.

12. Warranty

12.1 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.

12.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

12.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

12.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.5 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 Purchaser.

12.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

13. Payment

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

13.2 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of an invoice or claim by the Supplier.

13.3 Payments shall be made in Malawi Kwacha unless otherwise stated in the contract documents.

14. Prices

14.1 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.

15. Contract Amendments

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

16. Assignment

16.1 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 Purchaser.

17. Delays in the Supplier's Performance

17.1 Delivery of goods, performance of works and services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

17.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser 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 Purchaser 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.

17.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause 20, 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 Purchaser 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. The percentage rates shall be as follows:

1.0% for the first week of delay or any part thereof;

1.5% for the second week of delay or any part thereof;

2.0% for the third week of delay or any part thereof;

3.0% for the fourth week of delay or any part thereof;

4.0% for any further month of delay up to a total maximum deduction of 15% of the value of the delayed goods, works or services.

Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19.

19. Termination for Default

19.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 17; or

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

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

For the purpose of this Clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial non-competitive levels;

"coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or effect the execution of a contract.

19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC

Clause 19.1, the Purchaser 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 Purchaser 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.

20. Force Majeure

20.1 Notwithstanding the provisions of GCC 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 the result of an event of Force Majeure.

20.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

21. Termination for Convenience

21.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

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

(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.

21.3 For Works contracts, the Purchaser 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.

21.4 For Services contracts, the Purchaser 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.

22. Settlement of Disputes

22.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser 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.

22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

22.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service within the Republic of Malawi.

22.5 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 Purchaser shall pay the Supplier any monies due the Supplier.

23. Limitation of Liability

23.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4,

(a) the Supplier shall not be liable to the Purchaser, 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 Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, 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.

24. Governing Language

24.1 The Governing Language shall be English.

25. Applicable Law

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

26. Notices

26.1 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, telex, or facsimile and confirmed in writing to the other party's address specified in the Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. Taxes and Duties

27.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the Republic of Malawi.

27.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to

the Purchaser or performance of the works or services.