



## **PARLIAMENT OF MALAWI**



**Procurement of Works**

**BIDDING DOCUMENTS**

**REQUEST FOR QUOTATIONS(RFQ)**

**MAINTENANCE OF ELECTRICAL, PLUMBING AND MECHANICAL  
INSTALLATION OF KITCHEN AT PARLIAMENT BUILDING IN LILONGWE**

**(POM/RFQ/PDU/W/KITCHEN/2025-2026)**

### **CLIENT**

Parliament of Malawi  
Private Bag B362  
Lilongwe3

### **PROJECT MANAGERS**

Director of Buildings  
Ministry of Transport and Public Works  
Private Bag B365  
Lilongwe 3

**DECEMBER, 2025**

To: .....

.....

.....

Date: **15<sup>th</sup> December, 2025**

The Procuring and Disposing Entity named above invites you to submit your quotation for carrying out the Works 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 Works and Location: *Overhauling of Cafeteria (Maintenance of works for Electrical, Plumbing and Carpentry)***
- 2) Works are to commence within **15** days from the date of order.**
- 3) Works to be completed within: **4 weeks** from the date of order.**
- 4) Quotations must be valid for **60 days** from the deadline for submission.**
- 5) Quotations and supporting documents as specified in Section C must be clearly marked with the Procurement Number given above and must indicate acceptance of the stated terms and conditions.**
- 6) Quotations must be received, in sealed envelopes no later than: **24<sup>th</sup> December, 2025 on 12:00 hours.****
- 7) Quotations must be returned to the Chairperson of IPDC: *The Chairperson, Internal Procurement and Disposal Committee, National Assembly, Parliament Building, Private Bag B362, Lilongwe 3. Attention: The Acting Chief Procurement Officer***
- 8) The attached Activity Schedule (for lump sum contracts). 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 works including all taxes and duties. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.**
- 9) Payment to the contractor shall be made within **60 days** from the date of receipt of invoice.**

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

#### **SECTION B: QUOTATION SUBMISSION SHEET**

- 1) Currency of Quotation: .....**
- 2) Works will commence within ..... [*insert number*] [days/weeks/months] from date of Purchase Order.**

**3)** Works will be completed within ..... [**insert number**] [days/weeks/months] from date of Purchase Order.

**4)** Validity period of this quotation is ..... [**insert number**] [days/weeks/months] from the date for receipt of Quotations.

**5)** We attach the following documents:

- (a) Section D or E of the Request for Quotations completed and signed;
- (b) A copy of our Trading Licence;
- (c) A copy of our Annual Tax Clearance Certificate (for last financial year);
- (d) A list of recent Government contracts performed;
- (e) A copy of NCIC Certificate;
- (f) A copy of MSME Certificate; and
- (g) Average annual volume of construction work over the past 3 years (from 2021) of at least MK50,000,000.00 and include proof works done(signed contract copy, contract completion certificates).
- (h) Equipment
  - a. 2No. Multi meter
  - b. 1No 4.7m Multipurpose aluminium Folding ladder
  - c. 2No Fish tape
  - d. 2No chasing hammer
  - e. 2No. Grinder and cutting disk
  - f. 1No. Heavy duty concrete drilling machine
  - g. 3 Tonne Lorry
  - h. 1 Tonne Lorry
  - i. 1No. 10KVA generator
- (i) Personnel (provide copies of CV's and Certificates). Personnel with the following qualifications and experience: - Bidders must attach curriculum vitea (CV) with copies of academic and professional qualification attached for all technical personnel below:
  - i. Contract Manager (qualification: at least 3 years' experience with Electrical engineering or quantity surveying degree)
  - ii. Site agent or site manager at least 5 years' experience with a diploma (degree is added advantage) in electrical engineering major in structures.
  - iii. **Include estimator/QS and all the requirements(Estimator)**
  - iv. Foreman least 5 years' experience with Diploma or Grade 1 as qualification

Note: The following must be registered in any category and show proof of being paid up members.

**Include sub-contractor with MERA/NCIC REGISTRATION**

- v. Liquid/credit facility-MK30,000,000.00
- vi. Build up of rates for all items priced
- vii. Programme of works in weeks period

- 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: *(Insert Number and date )* of Addenda).
- 8) Our price shall be fixed for the duration of the validity period.
- 9) We declare that our firm, Directors and officials 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 at Section C and D 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 C and D, the quotation may be rejected.***

## SECTION C: ACTIVITY SCHEDULE (TO BE PRICED BY BIDDER)

### For Lump Sum Contracts

Item No.	Description of Activity	Price in Kwacha
1	Electrical Maintenance <i>See attached Bill of quantities below</i>	
2	Plumbing Maintenance <i>See attached Bill of quantities below</i>	
3	Carpentry Maintenance <i>See attached Bill of quantities below</i>	
Sub-Total		
VAT		
PPDA Levy (1%)		
Total Lump Sum Price		

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

**It is mandatory to attend pre-bid meeting on Friday, 19th December, 2025, at 10:00 AM, and will be considered as part of the evaluation process.**

The following attachments are appended to clarify the Description of Activity:

**[List each attachment e.g. drawings and detailed technical specifications]**

### Authorised By:

Signature \_\_\_\_\_ Name: \_\_\_\_\_  
: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ (DD/MM/YY)

Authorised for and on behalf of:

### ELEMENT 1: FACILITATING WORKS (PROVISIONAL)

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>DEMOLITIONS AND ALTERATIONS</u></b>				
	<b><u>Special Preamble:</u> All materials arising from the demolition work shall become the property of the employer. All demolitions and alterations shall carefully be carried out i.e causing as little disturbance as possible to surrounding construction or finish and for subsequent clearing away upon completion</b>				
	<b><u>Plant</u></b>				
A	Bring to site all plant and equipment equal required for this section of work		Item		
B	Maintening on site all plant and equipment required for this section of work (Time related)		Item		
C	Removing from site all plant and equipment required for this work		Item		
	<b><u>Shoring,needling,strutting,etc</u></b>				
D	Allow for supplying and erecting all additional necessary shoring,needling,strutting,etc that may be required to ensure the stability of the buildings with suitable and substantial timber and other necessary materials and taking down and removing when directed		Item		
	<b><u>Temporary Screens</u></b>				
E	Allow for supplying and erecting any additional temporary tarpaulins,dust or weatherproof screens and barriers that may be necessary throughout the progress of the works and taking down and removing when directed		Item		
	<b><u>Water to prevent dust nuisance</u></b>				

F	Allow for watering the works from time to time as necessary to prevent any nuisance from dust		Item		
Collection					-

### ELEMENT 1: FACILITATING WORKS (PROVISIONAL)

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><b>Measuring Note</b></p> <p>Generally all items to be removed are fixed to brickwork and/or concrete and rates shall be for making good to surrounding finishes whether specifically mentioned or not</p> <p><b><u>Demolitions (All Provisional)</u></b></p> <p><b><u>Carefully remove,dismantle the following into sections as required; and handover to the Architect/supervising officer</u></b></p> <p><u>Doors</u></p>		Item		
B	Doors, 900x2100mm high (2No)		Item		
C	Doors, 1700x2100mm high (2No)		Item		
	<p><b><u>Hack up and remove debris from site as directed by the Architect/supervising officer</u></b></p> <p><u>Floor Finishes</u></p>				
D	Ceramic tiles (7m2)		Item		
	<p><b><u>ALTERATIONS</u></b></p> <p><b><u>Carefully form the following and remove debris from site</u></b></p>				

E	400 x 400mm drain adjoining the existing drain	2	m3		
<b>TOTAL FACILITATING WORKS TO SUMMARY</b>					-

#### **ELEMENT 2: WINDOWS AND DOORS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u><b>Doors</b></u>  Flush panel doors shall be 45mm finished thickness, faced both sides with plywood (as described) and lipped all round with 25 x 50mm strip 1700 x 2100mm High solid-core flush panel door, 400 x 855mm glazed vision panel; 750 x 150mm SS push and kick plate both sides;	2	No	-	



B	900 x 2100mm High solid-core flush panel door, 401 x 855mm glazed vision panel; 750 x 150mm SS push and kick plate both sides;	2	No		
<b>TOTAL WINDOWS AND DOORS TO SUMMARY</b>					-

### **ELEMENT 3: IRON MONGERY**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>IRONMONGERY</u></b>				
	<b><u>Yale and Union/Assa Abloy ironmongery or equal and approved</u></b>				

A	Euro Profile Cylinder upright lock case. CODE L-2231	5 4	No		-
B	Euro Profile Double Cylinder CODE 2X18SC	4	No		-
C	Euro Profile Cylinder Escutcheon. CODE 5305-13SS	4	No		-
D	Sandpiper Tubular Stainless steel Handle. CODE 611	1 4	No		-
E	Union double action hinges with ball bearings	6	Pairs		
<b>TOTAL IRON MONGERY TO SUMMARY</b>					-

#### ELEMENT 4: WALL FINISHES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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A	<p><b><u>TILER</u></b></p> <p><u>Ceramic tiles fixing with special tile adhesive and grout in joints</u></p> <p>300 x 600 x 6mm White glazed cushion edged tiles, adhesive fixed and pointed with white cement to rendered walls</p> <p><b><u>CLEANING</u></b></p> <p><b><u>Washdown, clean with approved chemicals</u></b></p>	18	m2		-
B	<p>Ceramic walls</p>	322	m2		-

<b>TOTAL WALL FINISHES TO SUMMARY</b>	-
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**ELEMENT 5: FLOOR FINISHES**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>TILE; SLAB OR BLOCK FINISHES</u>				
	<u>Ceramic tiles fixing with special tile adhesive and grout in joints</u>				
A	600 x 600 x 6mm thick; standard duty; butt joints to cement sand base over 300mm wide	16	m2		-
B	Skirtings over 100 not exceeding 200mm girth	16	m1		-
	<u>CLEANING</u>				
	<b><u>Washdown, clean with approved chemicals</u></b>				
C	Ceramic floors	926	m2		-
	<u>CHANNELS</u>				
	<b><u>The following in steel gratings, fabricated in convenient lengths and loose laid in rebate</u></b>				
D	20 x 20mm Mild steel flat edging	13	m1		-
E	Ditto, in short length cross rails, welded to edging	145	m1		-
	<b><u>Prepare and apply two coats of red oxide priming to mild steel</u></b>				

F	0 to 100mm girth	145	m1		-
<b>TOTAL FLOOR FINISHES TO SUMMARY</b>					-

**SUMMARY : PARLIAMENT OF MALAWI KITCHEN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY</u>	<u>Page</u>			
A	Facilitating Works				-
B	Windows & Doors				-
C	Iron Mongery				-
D	Wall Finishes				-

E	Floor Finishes				-
TO MAIN SUMMARY					-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>MAIN DISTRIBUTION BOARD EXISTING (KITCHEN)</b>				
	<b>Sending End</b>				
A	Supply and install 250A TPN MCCB	1	No		-
B	Supply and install 95mm sq CU /PVCSWA/ PVC 4 core armoured cable from Main distribution board to sub distribution board	50	M		-
	<b>SUB DISTRIBUTION BOARD</b>				

C	<p>Supply and install 12 ways 3 phase Sub Distribution board complete with the following:-</p> <p><b>Receiving End</b></p> <p>1 No 200A TP&amp; N RCCB with 300mA sensitivity</p> <p>1 No 125A TP isolator (Combi steam oven)</p> <p>3 No 32A TP isolator (Heavy duty solid top griller) 2 No 40A TP isolator (Top electric range and combi steam oven)</p> <p>2 No 32A TP isolator (Tilting Pan)</p> <p>1 No 25A TP isolator (Hood type dish washer) 2 No 10A TP isolator (Steel bandsaw and planetary mixer)</p> <p>3 No 30A DP isolator</p> <p><b>NOTE: Main sub board shall be manufactured by Proprietary Manufacturing Company Ltd, or equal and approved, surface metal clad pattern constructed and finished as described fixed to brick/concrete walls</b></p>	1	Item	-
	To Collection			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<b>EARTHING</b>  Allow to provide an earthing system with accordance with specifications and best trade practices including for all conduits and all wiring	1	Item		-



	<b>KITCHEN EQUIPMENT CIRCUIT</b>					
	<b>Circuit 1 (6.0 mm<sup>2</sup> 4 core Cu)</b>					
B	Radial to E3 solid top electrical range with oven	25	M			-
	<b>Circuit 2 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-
C	Radial circuit to Boiling Pan	25	M			-
	<b>Circuit 3 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-
D	Radial circuit to Boiling Pan	25	M			-
	<b>Circuit 4 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-
E	Radial circuit to Griller	25	M			-
	<b>Circuit 5 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-
F	Radial circuit to Tilting pan	25	M			-
	<b>Circuit 6 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-
G	Radial circuit to Tilting pan	25	M			-
	<b>Circuit 7 (4.0 mm<sup>2</sup> 4 core Cu)</b>					-

H	Radial circuit to Deep flier	25	M	-
	<b>Circuit 8 (4.0 mm<sup>2</sup> 4 core Cu)</b>			-
J	Radial circuit to Steamer oven	25	M	-
	<b>Circuit 9 (4.0 mm<sup>2</sup> 4 core Cu)</b>			-
K	Radial circuit to Dish Washing Machine	25	M	-
	<b>Circuit 3 (6.0 mm<sup>2</sup> CU 4 core)</b>			-
L	Radial to Combi steam oven COA 1010	25	M	-
	<b>Circuit 4 (4.0 mm<sup>2</sup> CU 4 core)</b>			-
M	Radial to Hood type dishwasher complete	25	M	-
				-
	To Collection			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>KITCHEN EQUIPMENT CIRCUIT</b>				
A	<b>Circuit 5 (35.0 mm<sup>2</sup> CU 4 core)</b>				-
	Radial to Combi steam oven (40 Pan)	25	M		-
	<b>Circuit 6 (4.0 mm<sup>2</sup> CU 4 core)</b>				-

B	Radial to Planetary mixer	25	M
<b>Circuit 7 (6.0 mm<sup>2</sup> CU 4 core)</b>			
C	Radial to Heavy duty solid grill	25	M
<b>Circuit 8 (2.5 mm<sup>2</sup> CU 4 core)</b>			
D	Radial to Mild steel bandsaw	25	M
<b>KITCHEN</b>			
<b>Isolators</b>			
Supply and install the following Isolators :			
E	32A TPN&E, 400V Interlocked switch socket	6	No
F	40A TPN&E, 400V Interlocked switch socket	2	No
G	16A TPN&E, 400V Interlocked switch socket	2	No
<b>Cable Trays and Conduits</b>			
H	Supply and install 150 mm x 50mm galvanised steel cable tray c/w all accessories	36	M
J	Supply and install 300mm x 125mm perforated cable tray	27	M
K	Supply and install 25mm steel flex conduit from trunking to respective kitchen equipment	120	M
To Collection			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>KITCHEN</b>				
	<b>Power Sockets Outlets</b>				
A	Replace all single sockets with 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	10	No		-
B	Replace all single sockets with 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	6	No		-
C	Supply and install additional 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	4	No		-
D	Supply and install additional 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	3	No		-
	<b>GAS COOKING POTS</b>				
E	Supply and Install Modern single cavity gas range style cooker in stainless steel as "Delonghi Model DSC 606G " or equally approved by supervising engineer	0	No		-
F	Supply and Install 45 kg gas cylinder as delta, 265 Energy or equally approved by supervising engineer	0	No		-
G	Supply, install and connect gas cylinders to gas cookers using 15mm GI pipe complete with accessories	80	m		-
H	Allow for provisional sum of cooking gas installation	0	Item		-
J	Replace with 1200mm twin LED Vapour proof fittings complete with LED tubes	30	No		-
K	Replace with Window type mounted extract fan as Stylvent HV-230AE 230mm	1	No		-
	<b>MISCELLANEOUS</b>				
L	Allow for a provisional sum of Six million kwacha for maintenance of cold room storage	2	Item		-
M	Allow for a provisional sum of Four million Kwacha for maintenance of hood extraxtor fan	1	Item		-

	and light				
N	Allow for a provisional sum of Four million five hundred Kwacha for maintenance of fire detectors and rewiring of the system	1	Item		-
P	Allow for the testing and commissioning of the completed electrical installation	1	Item		-
	To Collection				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>FIRE EXTINGUISHER</b>				
	The following should include: supply, installation, Testing and commission of the following type of extinguisher with provision of wall wall bracket (fixed with anchor fastener)				
	ISI market ABC type portable dry chemical powder type (as FM200 gas) fire extinguisher with gun metal cap and nozzle complete in all respects including initial fill of powder and wall suspension bracket:				
A	9kg capacity	3	No		-
	<b>WATER HEATER</b>				
B	Supply and install 150Ltr, 3KW wall mounted water heater c/w accessories as kwikot or equally approved by supervising engineer	1	No		-
	<b>CAFETERIA (MP)</b>				
C	Supply and install two compartment skirting trunking c/w covers, bends, coupler retainers, corners, accessory boxes as MK or equally approved	0	M		-
D	Replace with LED downlights as Radiant LBT002 complete with 12W 220VAC LED bulb as phillips/glowlite or equally approved	50	No		-

E	Replace with ceiling round bulkhead fittings complete with 12 W LED bulbs as glowlite/phillips (ladies, gents & Disability WC)	20	No	-
F	Replace all single sockets with 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	10	No	-
G	Replace all single sockets with 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	6	No	-
H	Supply and install additional 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	5	No	-
J	Supply and install additional 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	2	No	-
K	Supply and install Air curtain as Carrier AC 1200G	1	No	-
To Collection				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
CAFETERIA (Staff)					
A	Replace with LED downlights as Radiant LBT002 complete with 12W 220VAC LED bulb as phillips/glowlite or equally approved	50	No		-
B	Replace with ceiling round bulkhead fittings complete with 12 W LED bulbs as glowlite/phillips (ladies, gents & Disability WC)	20	No		-
C	Replace with Shaver mirror lights with 12 W LED bulbs as glowlite/phillips (gents)	1	No		-
D	Replace with 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	10	No		-
E	Replace with 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	6	No		-
F	Supply and install additional 13A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	5	No		-

G	Supply and install additional 15A, 220 VAC flush double socket as MJ/BG c/w 6x3 PVC box	2	No	-
H	Supply and install Air curtain as Carrier AC 1200G	1	No	-
J	Allow for the testing and commissioning of the completed electrical installation	1	Item	-
K	Allow for provisional sum of MK3,000,000.00 for all associated builders work	1	Item	-
To Collection				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>SUMMARY</b>				
A	Page 3/1				-
B	Page 3/2				-
C	Page 3/3				
D	Page 3/4				
E	Page 3/5				-

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## Bidding Document for Request for Quotation

### MAINTENANCE OF ELECTRICAL AND MECHANICAL INSTALLATION OF KITCHEN AT PARLIAMENT BUILDING MAIN SUMMARY

BILL NO.	ITEM	PAGE	K	T
1	PRELIMINARIES	1		N/A
	PREAMBLES			
	BILLS OF QUANTITIES			
2	BUILDING WORKS	2/7		
3	MECHANICAL AND ELECTRICAL INSTALLATIONS	3/7		
			-	
	SUB-TOTAL A	15.0%	-	
	Allow a Provisional Sum for Price and Design (Physical) Contingency Sum to be expended or deducted at the discretion of the Project Manager		-	
	SUB-TOTAL B	16.50%		
		1.00%		
	Value Added Tax (State TPI No. ....)	1.00%		
	NCIC Levy			
	PPDA Levy			
<b>TOTAL CONSTRUCTION COST</b>				

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**SECTION E: 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: **[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 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

## Bidding Document for Request for Quotation

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

**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
- 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

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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.

Name of the Bidder: [insert **complete name of the Bidder**]<sup>1</sup>

Name of the person duly authorized to sign the Bid on behalf of the Bidder: [insert **complete name of person duly authorized to sign the Bid**]<sup>2</sup>

Title of the person signing the Bid: [insert **complete title of the person signing the Bid**]

Signature of the person named above: \_\_\_\_\_

Date signed [insert **ordinal number**] day of [insert **month**], [insert **year**]

## SECTION F: EVALUATION OF QUOTATION

<sup>1</sup> In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

<sup>2</sup> Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



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- 1)** Quotations that are responsive, qualified and technically compliant will be ranked according to price.
- 2)** Award of contract will be made to the lowest evaluated quotation by the issue of a Local Purchase Order.

Signed: .....Date: .....

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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### **1. 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



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

### **2. 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.

### **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 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.

### **5. 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

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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 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.

## **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 Procuring and Disposing Entity.

## 7. 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

## 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 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;
- (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.



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### **9. 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.

### **10. 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.

### **11. 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.

### **12. INCIDENTAL SERVICES**

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

### **13. 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 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.

#### **14. 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.

#### **15. 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.



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

### **16. 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.

### **17. CONTRACT AMENDMENTS**

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

### **18. 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.

### **19. 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 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.

## 20. 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.

## 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

(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.

21.3 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

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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.

### **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



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Procuring and Disposing Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **22. 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

(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.

### **23. 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.

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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.

### **24. 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.

### **25. GOVERNING LANGUAGE**

The Governing Language shall be English.

### **26. APPLICABLE LAW**

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



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### **27. 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.

### **28. 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.