PARLIAMENT OF MALAWI

PARLIAMENT OF MALAWI

REQUEST FOR PROPOSALS DOCUMENT

FOR THE

PROCUREMENT OF CONSULTANCY SERVICES
(SMALL LUMP SUM CONTRACTS)

Subject of Procurement	**: Network Audit Consultancy Services**
Procurement Reference Number	**: POM/RFP/PDU/S/NETWORK/2026-27/080**
Selection Procedure	**: Cost and Technical based Selection**
Date of Issue:	**13th November, 2026**

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PART 1: PROPOSAL PROCEDURES

PROCUREMENT REF. NUMBER : POM/RFP/PDU/S/NETWORK/2026-27/080

1.1 PREPARATION OF PROPOSALS

You are requested to participate in this bidding process by submitting separate technical and financial proposals for Network Audit Consultancy services. The standard forms in this Request for Proposals (RFP) may be retyped for completion but the Bidder is responsible for their accurate reproduction.

The Bidder is advised to carefully read the complete RFP document, including the Form of Contract in Part 3, before preparing your proposal.

1.2 PREPARATION OF TECHNICAL PROPOSALS

Technical proposals should contain the following documents and information—

(a) the Technical Proposal Submission Sheet in this Part;

(b) a brief methodology for performing the services;

(c) a workplan, showing the inputs of all key staff;

(d) Curriculum Vitae's of all key staff; and

(e) a summary of your experience in similar assignments.

1.3 PREPARATION OF FINANCIAL PROPOSALS

Financial proposals should contain the following documents and information—

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

1.4 BASIS OF PRICING AND PAYMENT

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

1.5 VALIDITY OF PROPOSALS

The proposal validity period is **45 days.**

1.6 SEALING AND MARKING OF PROPOSALS

The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Bidder's name, the name of the Procuring and Disposing Entity and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Procuring and Disposing Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

1.7 SUBMISSION OF PROPOSALS:

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

Date of deadline: 25th November, 2026.

Time of deadline: 14:00 hours.

Address : **Chairperson of IPDC**: **The Procurement and Disposal Unit**, **Parliament of Malawi**, **Presidential Way**, **Parliament Building - Room No. 247**, **LILONGWE.**

1.8 OPENING OF PROPOSALS

The outer envelope shall be opened in public first to release both the Technical and Financial Proposal. Only the technical proposals will be opened in public at the time, date and address shown below by the Procuring and Disposing Entity. Financial proposals will be kept unopened, and the evaluation team shall have no access to financial information until the detailed evaluation is concluded.

Date of opening: 25th November, 2025.

Time of opening: 14: 00hours.

Address: **Chairperson of IPDC**: **The Procurement and Disposal Unit**, **Parliament of Malawi**, **Presidential Way**, **Parliament Building - Room No. 247**, **LILONGWE.**

1.9 EVALUATION OF PROPOSALS

The evaluation of proposals will use the ***Quality & Cost Based Selection*** procedure as detailed below:

A. Preliminary examination to confirm that all documents required have been provided, the eligibility of bidders and that the Bidder has accepted all terms and conditions without material deviation or reservation;

B. Technical evaluation to confirm that the Bidder meets eligibility criteria, the Proposal has been properly signed, documents requested by the Client have been submitted, such as the technical proposal submission sheet, separately sealed financial proposal and written authorization to commit the Bidder_____; and

C. Financial evaluation to confirm that the financial proposal is complete, correct discrepancies in pricing and correcting arithmetical errors. _____.

A proposal that has failed at any stage shall be rejected.

1.10 ELIGIBILITY CRITERIA

A Bidder is required to meet the following criteria to be eligible for award of contract—

A. has the legal capacity to enter into a contract;

B. is not insolvent, in receivership, bankrupt or being wound up, not have had its business activities suspended and not be the subject of legal proceedings for any of the foregoing;

C. have fulfilled its obligations to pay taxes according to the tax laws of its country of registration;

D. is not suspended, or excluded from participation in any public procurement exercise by the Public Procurement and Disposal of Public Assets Authority in Malawi;

E. has not been convicted, or any of its directors or officials been convicted, of any criminal offence relating to obtaining or attempting to obtain a contract or subcontract;

F. is not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement process or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring and Disposing Entity;

G. is a micro, small and medium-sized -enterprises determined in accordance with the Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order) issued by the Authority; and

H. is eligible to participate in the bidding process only if the Bidder furnishes to the Procuring and Disposing Entity or the Authority, as the case may be, evidence proving eligibility in accordance with relevant Regulations.

The policy decision to set aside businesses for participation by MSMEs is meant to economically uplift the business operators in MSMEs. The benefits of empowering an MSME are, among others, stable economic base of the country and reduction in basic poverty because more and more businesses have access to increased financial resources.

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

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

1.11 CONFLICT OF INTEREST

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

A. A firm that has been engaged by the Procuring and Disposing Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For purposes of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery;

B. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the

same or for another Procuring and Disposing Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring and Disposing Entity in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question; and

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

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

Any agency and current employees of the Procuring and Disposing Entity is ineligible to work as Consultants in their own ministries, departments or agencies. Former employees of the Procuring and Disposing Entity only become eligible to work for their former ministries, departments or agencies after expiration of 24 months of their post-engagement period or when the conflict of interest no longer exists, whichever is later.

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

1.12 CORRUPTION AND FRAUD

(a) The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-

Corruption legal framework; and

(b) In line with the existing anti-corruption laws, regulations and policies, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the bidding documents as part of the qualification criteria.

1.13 TECHNICAL EVALUATION

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

CRITERIA	**MAXIMUM POINTS**
Consultant's specific experience	10
Methodology proposed	30
Qualification and experience of key staff	30
Transfer of knowledge	15
Participation by nationals in the assignment	15
Total:	**100 points**

The minimum technical score required to pass the technical evaluation is 80 points.

1.14 FINANCIAL EVALUATION

The Bidder shall complete all Forms in Malawi Kwacha. Where foreign bidders are also invited, they shall bid in one freely convertible currency. Where required, enter separate rates for home and fieldwork

NAME	**POSITION**	**INPUT QTY**	**UNIT *(DAYS/MONTHS ETC)***	**RATE (MK)**	**TOTAL (MK)**

1.15 CURRENCY OF BID

Proposals shall be priced in Malawi Kwacha. Where foreign Bidders are invited to bid, they shall bid in one freely convertible currency. The currency of evaluation will be Malawi Kwacha. Proposals in other currencies will be converted to Malawi Kwacha for evaluation purposes only, using the exchange rates published by the Reserve Bank of Malawi fourteen (14) calendar days prior to the date of the submission deadline.

1.16 RECOMMENDATION FOR AWARD

The proposal [*with the highest combined score/with the highest technical score/with the lowest financial proposal after meeting the minimum technical score]* [*select as appropriate*] shall be recommended for award of contract, subject to any negotiations required.

1.17 NOTIFICATION OF AWARD

Prior to expiry of the period of bid validity, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the bidding.

1.18 CONTRACT NEGOTIATIONS

Prior to the signing of the contract, the Procuring and Disposing Entity may enter into negotiations with the successful Bidder on the modalities for the execution of the contract without changing the material factors of the contract.

1.19 AWARD OF CONTRACT

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

1.20 RIGHT TO REJECT

The Procuring and Disposing Entity reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

1.21 PROPOSAL SUBMISSION FORMS

TECHNICAL PROPOSAL SUBMISSION SHEET

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

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Technical Proposal:	

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

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

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

We enclose a separately sealed financial proposal.

TECHNICAL PROPOSAL AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

Address: _____

_____

_____

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: **[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

Identity of Beneficial Owner	**Directly or indirectly holding 5% or more of the shares** **(Yes / No)**	**Directly or indirectly holding 5 % or more of the Voting Rights** **(Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder** **(Yes / No)**
[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
- 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**][1]
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**][2]

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**]

[1] 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.
[2] 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.

FINANCIAL PROPOSAL SUBMISSION SHEET

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

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: _____ _____.

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

FINANCIAL PROPOSAL AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

Address: _____

_____

_____

1.22 PRICE SCHEDULES

BREAKDOWN OF CONTRACT PRICE

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

Procurement Reference Number: _____

FEES				
NAME AND POSITION OF PERSONNEL	**INPUT QUANTITY**	**UNIT OF INPUT**	**RATE MK**	**TOTAL PRICE MK**
Subtotal				
VAT				
PPDA Levy (1%)				
TOTAL				

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

REIMBURSABLE COSTS				
DESCRIPTION OF COST	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE MK**	**TOTAL PRICE MK**
TOTAL				

TOTAL PRICE: _____

BREAKDOWN OF CONTRACT PRICE AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

PART 2: SCHEDULE OF REQUIREMENTS

PROCUREMENT REF. NUMBER: POM/RFP/PDU/S/NETWORK/2026-27/080

TERMS OF REFERENCE (TOR): ICT NETWORK AUDIT CONSULTANCY SERVICES

PARLIAMENT OF MALAWI

1. Background and Objective

Background:

The Parliament of Malawi relies heavily on its digital infrastructure to facilitate legislative processes, committee deliberations, and public engagement. To maintain the integrity of democratic processes, the Parliament seeks to ensure its ICT network infrastructure is robust, secure, and aligned with international best practices and organizational goals.

Objective:

The primary objective of this consultancy is to conduct a **comprehensive audit** of the existing network infrastructure. This involves:

- Identifying critical security vulnerabilities and risks.
- Evaluating performance bottlenecks that hinder productivity.
- Providing a prioritized roadmap of actionable recommendations to enhance reliability and security.

2. Scope of Work

The consultant shall undertake a thorough assessment of the Parliament's ICT environment, covering the following key areas:

a. **Network Infrastructure Assessment**

- **Architecture Review:** Evaluate the design and scalability of LAN/WAN/WLAN architecture:
    - Network Architecture review
    - Network Traffic Analysis and base lining
    - Network security review and providing recommendations for better security configuration.
    - DMZ or Network Architecture Designs / Reviews
- **Hardware Audit:** Review configurations and firmware levels for switches, firewall and routers configuration review, and wireless access points.
- **Server & Storage:** Assess server farm configurations, virtualization layers, and storage area networks (SAN / NAS).

b. Security Assessment

- **External and Internal Vulnerability Assessment & Penetration Testing (EIVAPT):** Conduct internal and external scans to identify exploitable weaknesses.
- **Boundary Défense:** Detailed review of firewall rules, DMZ configurations, and VPN protocols.
- **Access Control:** Audit of Identity and Access Management (IAM) and Intrusion Detection/Prevention Systems (IDS/IPS).

c. Network Performance Analysis

- **Traffic Analysis:** Measure bandwidth utilization, latency, jitter, and packet loss.
- **Bottleneck Identification:** Identify hardware or configuration-related constraints affecting application delivery.

d. Policies and Procedures

- **Documentation Review:** Evaluate ICT security policies, Acceptable Use Policies (AUP), and Change Management logs.

- **BCP/DRP:** Audit the Backup Management system and the effectiveness of the Disaster Recovery Plan.

e. **Physical Security & Environmental Controls**

- **Data Center Audit:** Assessment of physical access controls (biometrics, CCTV).
- **Infrastructure Support:** Review of Power (UPS/Generators) and cooling system redundancies.

3. Key Activities

Phase	Activity Description
a. Inception	Stakeholder meetings to define audit boundaries, establish communication protocols, and submit an **Inception Report**.
b. Information Gathering	Inventory of network assets, review of existing logical/physical network diagrams, and documentation of current workflows.
c. Technical Audit	Execution of automated scanning, manual configuration audits, and "black box/white box" testing.
d. Reporting & Feedback	Analysis of findings, presentation of the draft report for stakeholder feedback, and finalization of the audit documents.

4. Deliverables

a. **Inception Report:** A refined methodology, resource allocation plan, and a detailed project timeline (Gantt Chart).

b. **Draft Network Audit Report:** Preliminary findings including a risk matrix (High, Medium, Low).

c. **Final Network Audit Report:** A comprehensive document detailing the technical state of the Parliament's ICT environment.

d. **Remediation & Strategic Roadmap:** A prioritized action plan for hardware upgrades, configuration hardening, and policy updates.

e. **Executive Presentation:** A concise, high-level briefing for the Parliamentary Service Commission and Senior Management.

5. Qualifications and Experience

The successful consultant/firm must demonstrate:

- **Experience:** A minimum of **5 years** of documented experience in ICT infrastructure and security auditing, preferably within the public sector.
- **Certifications:** Lead consultants must hold active certifications such as:
    - **CISA** (Certified Information Systems Auditor)
    - **CISSP** (Certified Information System Security Professional)
    - **CEH** (Certified Ethical Hacker) or **OSCP** (Offensive Security Certified Professional).
- **Tooling:** Proficiency in industry-standard tools (e.g., Nessus, Wireshark, Metasploit, SolarWinds).

6. Timeline and Logistics

- **Duration:** The assignment is expected to be completed within **4 weeks** from the date of contract signing.
- **Location:** The audit will take place at the Parliament Building in Lilongwe.
- **Support:** The Parliament of Malawi IT department will provide necessary access, documentation, and technical liaison throughout the project.

7. Application Submission

Interested firms are invited to submit separate **Technical** and **Financial** proposals.

- **Technical Proposal:** Must include the proposed methodology, detailed CVs of the audit team, and at least three (3) references from similar assignments.
- **Financial Proposal:** Must include a breakdown of costs (*consultancy fees, travel, and any software licensing required for the audit*).

Note: All findings discovered during the audit are strictly confidential and remain the property of the Parliament of Malawi. The consultant will be required to sign a Non-Disclosure Agreement (NDA).

PART C: FORM OF CONTRACT

PART 3: FORM OF CONTRACT

PROCUREMENT REFERENCE NUMBER: _____

CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

[TITLE OF THE ASSIGNMENT]

BETWEEN

[NAME OF THE PROCURING AND DISPOSING ENTITY]

AND

[NAME OF THE CONSULTANT]

Contract Reference Number: _____

SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

THIS CONTRACT ("Contract") is entered into this ___ day of _____ 20___, by and between _____ ("the Procuring and Disposing Entity" hereinafter called "the Client") having its principal place of business at _____, and _____ (the "Supplier" hereinafter called the "Consultant") having its principal office located at _____.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows—

1. *Services*

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services");

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services; and

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. *Term*

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

3. *Payment*

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not exceeding _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation

that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below—

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

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

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

_____ Total

C. Payment Conditions

Payment shall be made in _____(insert currency), no later than _____days following submission by the Consultant of an invoice to the Coordinator designated in paragraph 4. Such an Invoice shall be raised upon successfully completing a deliverable as prescribed in Section B of the contract

4. *Project Administration*

A. Coordinator.

The Client designates _____ as its Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

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

5. *Performance Standards*

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and

integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. The consultant shall ensure that the replacement is of equal or better qualifications and experience as the previous personnel.

6. *Confidentiality* — The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. *Ownership of Material* — Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. *Consultant Not to be Engaged in Certain Activities* — The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. *Insurance* — The Consultant will be responsible for taking out any appropriate insurance coverage. The insurance cover shall be _____.

10. *Assignment* — The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. *Law Governing Contract and Language* — The laws of the Republic of Malawi shall govern the Contract, and the language of the Contract shall be English.

12. *Completion of Contract* — This Contract shall be completed after all the agreed deliverables have been successfully completed by the Consultant and paid by the Client and as agreed and signed for in this contract.

13. *Termination of Contract* — The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of—

(a) Consultant fails to remedy failure in performance of contract;

(b) Consultant becomes insolvent; or

(c) As a result of force majeure.

Similarly, the Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, after the occurrence, among others, of the following—

(a) If the Client fails to pay the Consultant for work done

(b) Consultant becomes insolvent

(c) As a result of force majeure

14. *Resolution of Disputes*

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Malawi.

FOR THE CLIENT **FOR THE CONSULTANT**

Signature_____Signature_____

Signed by [name] _____ Signed by _____

Title: _____ Title: _____

WITNESS **WITNESS**

Signed: _____ Signed _____

Signed By_(Name(_____ _____ (Name) Signed By_____

Name_____

Name_____

LIST OF ANNEXES

Annex A: Terms of Reference and Related Goods

Annex B: Consultant's Personnel

Annex C: Documents establishing eligibility of Bidders

Annex D: Consultant's Reporting Obligations

Annex A – TERMS OF REFERENCE AND RELATED GOODS

Annex B – CONSULTANT'S PERSONNEL

Annex C – DOCUMENTS ESTABLISHING ELIGIBILITY OF BIDDERS

Annex D – CONSULTANT'S REPORTING OBLIGATIONS

ANNEX E—FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENTS (WHERE APPLICABLE)

*[Name and Address of Client]*_____
_____

*[Name of Contract for Consultants' Services]*_____
_____

Gentlemen:

In accordance with the provisions of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Yours faithfully,

_____
Signature and Seal

_____
Name of Bank/Financial Institution

_____
Address

_____
Date

_____