



ROADS FUND ADMINISTRATION

Roads Fund Administration
Ngerengere Complex, Off Mchinjji Road
Private Bag 369, Lilongwe 3, Malawi
Tel +265 1 762 633 Fax +265 1 761631
Email : rfa@rfamw.com

REQUEST FOR QUOTATIONS (FOR SERVICES)
Procurement Number: RFA/SECURITY/25-26

To:

.....

.....

Date: 28th March 2025

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

SECTION A: QUOTATION REQUIREMENTS

1) Description of Services and Location.

Provision of Security Services for Roads Fund Administration – Head Office and Chingeni Toll Plaza and Kalinyeke Tollgate For Subject to Renewal on Satisfactory Performance.

- 2) Services are to commence by: ...1st May 2025..... [days/weeks/months] from the date of order.
- 3) Services are to be completed by:30th April 2026..... [days/weeks/months] from the date of order.
- 4) Quotations must be valid for 60 days from the date for receipt given below.
- 5) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above and indicate acceptance of the stated terms and conditions.
- 6) Quotations must be received, in sealed envelopes no later than: 10:00am on 11th April 2025.
- 7) Quotations must be returned to:

8) **The Chairperson, Internal Procurement Committee, Roads Fund Administration, Ngerengere Building, Off Queens Drive, Private Bag 369, Lilongwe 3.**
rfamwanja@rfamw.com / atambala@rfamw.com – 0999 040 787

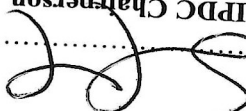
9) The attached Schedule of Rates and Prices at Section C together with any Terms of Reference or other documentation mentioned in Section C and appended, detail the services to be performed. You are requested to quote by completing Sections B and C. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services including all taxes and duties. The total cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.



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

Signed: 
Title/Position: **IPDC Chairperson**

Name: **Eng R Manjanja**

For and on behalf of the Purchaser

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

SECTION B: QUOTATION SUBMISSION SHEET

- 1) Currency of Quotation: Malawi Kwacha
- 2) Services will commence withindays/weeks/months from date of Purchase Order.
- 3) Services to be completed bydays/weeks/months from date of Purchase Order
- 4) Validity period of this quotation isdays from the date for receipt of Quotations.
- 5) We enclose the following documents:
 - (i) Section C of the Request for Quotations completed and signed a **Duly Authorised Signatory** and supported by a Power of Attorney.
 - (ii) A copy of our Trading Licence
 - (iii) A copy of our Annual Tax Clearance Certificate (for the last financial year)
 - (iv) Valid PPDA Certificate.
 - (v) Five (5) recent Government contracts performed in past Three years for institutions similar to Roads Fund Administration. **Please provide references issued by the Clients.**
 - (vi) A record of Five years in security service industry
 - (vii) Compliance to Government Minimum Wage – Letter addressed to RFA
 - (viii) Authorisation Letter from Ministry of Home Affairs
 - (ix) Two references for proof of Canine Security - **Please provide references issued by the Clients**
 - (x) Compliance to Statement of Requirements duly signed by Authorised Signatory
 - (xi) **Staffing**

- (i) **Operations Officers;** must have a Diploma in Security Services or Record of Service in Malawi Police Service or Malawi Army with 5 years' experience.
- (ii) **Supervisors;** must have a certificate in security services with 3 years' experience, Commissioners must have Malawi School Certificate of Education (MSCE).
- (iii) **Commissioners;** must have a Malawi School Certificate of Education (MSCE) with 2 years' experience, Fluent in English.
- (xii) Due diligence will be performed on the shortlisted suppliers with current and previous clients
- (xiii) Maintenance of Motor Vehicle for Random Patrols at RFA Head Office (Owned)
- (xiv) **Small and Medium Enterprises Certificates to be Provided as Target group of MSME (Failure to attach the copy of Certificate shall lead to disqualification at the Preliminary stage of evaluation).**
- (xv) Compliance to payment period of 14 days
- (xvi) Provision of Bank Statement for the Past Six Months or Bank Approved Credit Facility of Not Less than MK20 Million.

6) We confirm that our quotation is subject to 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.

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

Price Schedule

ACTIVITY	Day	Night	Rate/Guard/ Month	TOTAL PRICE
Lot 1: Head Office				
Main Gate	2	2		
Guards	1	2		
Commissionaire	1			
Supervisor	1	1		
Administrative Costs		1		
Sub Total				
Lot 2: Toll Plazas				
A. Chingeni				
Guards	4	4		
Supervisor	1	1		
Dog and Handler		2		
Administrative Costs		1		
Sub Total				
B. Kalinyeke				
Guards	4	4		
Supervisor	1	1		
Dog and Handler		2		
Administrative Costs		1		
Sub Total				
GROSS TOTAL				

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LOCAL TAXES	PPDA LEVY	TOTAL PRICE PER MONTH	GRAND TOTAL FOR 12 MONTHS

Authorised By:

Signature: _____

Position: _____

Authorised for and on behalf of: _____

Company: _____

Name: _____

Date: _____

(DD/MM/YY)

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3. The qualifications and experience of key personnel proposed for administration and execution of the Contract: *{attach biographical data.}*

Position	Name	Years of Experience (general)	Year of Experience in Proposed Position

COMPLIANCE TO REQUIREMENTS

Item No.	a Technical Specification of items required including applicable standards	b	c Mandatory	d Compliance to Requirements
1	Patrols to be Made on all sites		M	
2	All Guards must be in Uniform all times and with Security boot. Near all the time. Must have all necessary security tools		M	
3	Guards must be well trained with traceable details of their personal details.		M	
4	Guards must have police clearance with no criminal records		M	
5	Commissionaires must be well dressed in Suit and Tie		M	
6	To provide Security Dogs - Healthy and Well Trained at all agreed times		M	
7	Random Patrols to be conducted every night for Night Shift Guards at RFA Head Office			

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GENERAL CONDITIONS OF CONTRACT

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 different in 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 shall conduct, 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
9. Transportation
- 9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterms selected as for insurance in respect of the personnel of the Supplier and of any sub-consultant.
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. Contract Amendments
- 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.

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 services or services delivered 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;
 - 2.0% for the second week of delay or any part thereof;
 - 3.0% for the third week of delay or any part thereof;
 - 4.0% for the fourth week of delay or any part thereof;

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 (a) if the Supplier fails to deliver any or all of the goods 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.

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to For the purpose of this Clause:
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 restricted to acts of the Purchaser, but are not foreseeable. Such events may include, but are not limited to, acts of God, epidemics, 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, at any time for its convenience, in whole or in part, may terminate the Contract, in which case the Supplier shall specify that termination is for the 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 parts previously 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 authorized 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 to the Supplier.
23. **Limitation of Liability**

23.1 Except in cases of criminal negligence or willful misconduct, and in the case of criminal negligence or willful misconduct, the Supplier shall not be liable to the Purchaser, whether under the Contract, in 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 and
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 performance of the works or services, delivery of the contracted goods to the Purchaser or all taxes, duties, license fees, etc., incurred until 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.