



REQUEST FOR QUOTATIONS (FOR WORKS)

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

To: Date: 14th November 2024

The Procuring 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 (available on request) except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS

1) Description of Works and Location

Supply and Install Remote Weighbridge displays at National Oil Company of Malawi Limited Mzuzu, Lilongwe and Blantyre fuel depots as per statement of requirement at section C

- 2) Works are to commence by: **7 days** from the date of order.
- 3) Works to be completed by: **30 days** 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 clearly marked with the Procurement Number given above and must indicate acceptance of the stated terms and conditions.
- 6) **Payment will be made after 30 days from the date of the invoice after successful completion of works.**

7) PRE-BID MEETING MANDATORY

VENUE: Lilongwe Depot

DATE: 18th November 2024

TIME: 2:30 PM

- 8) Quotations must be returned to:
**The Procurement and Disposal Manager, Tender Box
Kang'ombe House (4th floor), City Centre,
Lilongwe, Malawi**
- 9) Quotations must be received, in sealed envelopes, no later than: **Friday 22nd November 2024 at 14:00hrs.**
- 10) The attached Schedule of Rates and Prices (for contracts where payment is based on unit prices) at Section C details the works 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 works including all taxes and duties. The whole cost of performing the works shall be included in the items stated and



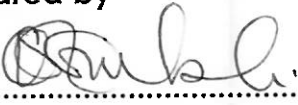
REQUEST FOR QUOTATIONS (FOR WORKS)

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

the cost of any incidental works shall be deemed to be included in the prices quoted.

11) 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.

RFQ Prepared by

Signed: .....

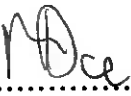
Name: Caroline Nambala Mkwala

Cell: 0999 786 413

Email: cnambala@nocma.mw

Position: Procurement Officer

RFQ Checked by:

Signed: .....

Name: Memory Dawe

Email: mdawe@nocma.mw

Position: Procurement and Disposal Manager

For and on behalf of the Purchaser

RFQ Authorised by:

Signed: .....

Name: Micklas Reuben

Email: mreuben@nocma.mw

Position: Deputy Chief Executive Officer

For and on behalf of the Purchaser

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

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) Works will commence withindays/weeks/months from date of Purchase Order.
- 3) Works will 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 attach the following documents:
 - (i) Section B&C of the Request for Quotations completed and signed;
 - (ii) A copy of NCIC Certificate
 - (iii) Documentary evidence of one similar contract executed
 - (iv) A copy of PPDA certificate
 - (v) A copy of our annual Tax Clearance Certificate from MRA (last financial year)
 - (vi) A copy of our trading licence
 - (vii) A copy of MSME Certificate
 - (viii) Coloured copy of National ID
- 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.
- 7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Quotation Authorisation:

Signed:.....Date:

Name: Title/Position:

Authorised for and on behalf of (Company name and seal):

.....

.....

Registered Address:

.....

.....

.....

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

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

For Contracts where Payment is to be based on Quantities of Work performed at the unit rates quoted

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

For Contracts where Payment is to be based on Quantities of Work performed at the unit rates quoted

REF	Scope of works	Unit of measure	Qty	Unit price MWK	Total Price
A	Provision for equipment and Mobilization				
	LILONGWE DEPOT				
a	Supply and install remote displays for the weighbridge. Weatherproof display to be positioned at two ends of the weighbridge, clear of truck movement and visible at least 25 m away standing at 2m high from the ground.	Each	2		
b	Provision of mounting pillar stand (strong steel bars) 2m from the ground well secured (with Concrete) to the floor	Each	2		
c	Provision for cables and sleeves	m	15		
	BLANTYRE DEPOT				
a	Supply and install remote displays for the weighbridge. Weatherproof display to be positioned at two ends of the weighbridge, clear of truck movement and visible at least 25 m away standing at 2m high from the ground.	Each	2		
b	Provision of mounting pillar stand (strong steel bars) 2m from the ground well secured (with Concrete) to the floor	Each	2		
c	Provision for cables and sleeves	m	15		

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

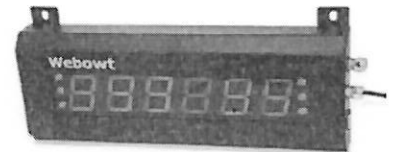
	MZUZU DEPOT				
a	Supply and install remote displays for the weighbridge. Weatherproof display to be positioned at two ends of the weighbridge, clear of truck movement and visible at least 25 m away standing 2m high from the ground level.				
b	Provision of mounting pillar stand (strong steel bars) 2m from the ground well secured (with Concrete) to the floor				
c	Provision for cables and sleeves				

Supply and Installation of Weighbridge Remote display at NOCMA SFRS

Specification

- ID100 large screen remote display
- 6-bit 68-word high display with viewing distance of more than 25 m
- Standard configuration: RS232/RS485 communication
- Options: TCP/IP, WIFI, CAN
- Power supply; 24VDC or 110-240VAC
- Carbon steel plastic spraying
- Non explosion proof
- Sample attached

Webowt



The following attachments are appended to clarify the Description of Work:
 [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:

Company: _____

Section D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSERT PDE LOGO

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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 the invitation for bid dated [insert date of invitation for bid] we hereby submit beneficial ownership information: [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

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 a joint venture, the Bidder must submit a separate Form for each member of the Joint Venture. The beneficial ownership information to be submitted in this Form shall be current as at 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.*

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

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, telephone number(s), email address, postal and physical addresses]			

OR

(ii) We declare that there is no Beneficial Owner who has not been disclosed 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.

OR

Procurement Number: RFQ/W/WEIGHBRIDGE DISPLAYS/FY 2024-25

(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]

7. directly or indirectly holding 5% or more of the shares
8. directly or indirectly holding 5% or more of the voting rights
9. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"
10. 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;
11. has a significant stake in a company and on whose behalf activity of a company is conducted; or
12. 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**]

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

The following Special Conditions of contact (SCC) shall supplement the General Conditions of contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those the GCC

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.

Government of Malawi –General Conditions of Contract for Local Purchase Order

Definitions

1.1 The following terms shall be interpreted as indicated:

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

2. Country of Origin

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

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

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

3. Standards

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

4. Patent Rights

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

5. Inspections and Tests

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

5.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

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

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

6. Packing

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

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

7. Delivery and Documents

7.1 Delivery of Goods shall be made by the Supplier in accordance with the terms

specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Contract.

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

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

8. Insurance

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

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

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

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

8.4 For Services contracts the Supplier shall provide:

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

9. Transportation

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterms selected as for GCC Clause 7.2. No restriction shall be placed on the choice of carrier.

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

10. Incidental Services

Government of Malawi –General Conditions of Contract for Local Purchase Order

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

11. Spare Parts

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

12. Warranty

12.1 Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Malawi.

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

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

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

12.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

12.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

13. Payment

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

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

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

14. Prices

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

15. Contract Amendments

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

16. Assignment

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

17. Delays in the Supplier's Performance

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

17.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

18. Liquidated Damages

18.1 Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Purchaser may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance. The percentage rates shall be as follows:

- 1.0% for the first week of delay or any part thereof;
- 1.5% for the second week of delay or any part thereof;
- 2.0% for the third week of delay or any part thereof;
- 3.0% for the fourth week of delay or any part thereof;
- 4.0% for any further month of delay up to a total maximum deduction of 15% of the value of the delayed goods, works or services.

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

19. Termination for Default

19.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 17; or

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

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

For the purpose of this Clause:

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

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

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

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

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

20. Force Majeure

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

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

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

21. Termination for Convenience

21.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is

Government of Malawi – General Conditions of Contract for Local Purchase Order

terminated, and the date upon which such termination becomes effective.

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

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

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

22. Settlement of Disputes

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

22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier

may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

22.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

23. Limitation of Liability

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

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

24. Governing Language

24.1 The Governing Language shall be English.

25. Applicable Law

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

26. Notices

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the Contract.

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

27. Taxes and Duties

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

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