

Request for National Quotations (Services)

Procurement No: RFQ/S/HP PRINTER MAINTAINANCE/FY2024-25

To: **Date: 31st October 2024**

The Procuring Entity named above invites you to submit your quotation for the provision services as described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS:

- 1) **Description of services and Location**
Maintenance of HP Printers at National Oil Company of Malawi Head Office as per schedule of requirements at section C
- 2) Services are to commence by: **5 days** from the date of order.
- 3) Services are to be completed by: **15 days** from the date of order.
- 4) Quotations must be valid for **60 days** from the date for receipt given below.
- 5) The warranty/guarantee offered shall be: **6 months**
- 6) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above and indicate your acceptance of the terms and conditions.
- 7) Quotations must be received, in sealed envelopes, no later than: **14:00hrs on Friday 8th November 2024**
- 8) Quotations must be returned to:
**The Procurement and Disposal Manager, Tender Box
Kang'ombe House (4th floor), City Centre,
Lilongwe, Malawi**
- 9) The attached Schedule of Requirements at Section C details the items to be purchased. You are requested to quote your delivered price for these items by completing and returning Sections B and C.
- 10) Quotations that are responsive, qualified and technically compliant will be ranked according to price.
- 11) Award of contract will be made to the lowest priced quotation by total through the issue of a Local Purchase Order.
- 12) **The Procuring and Disposal Entity shall grant a 20% Margin of preference to Indigenous Black Malawian who shall Provide a Colour Copy of their National ID**



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RFQ Prepared by:

Signed: .....

Name: Caroline Mkwala

Email: cnambala@nocma.mw

Title/Position: Procurement and Disposal Officer

RFQ Checked by


Signed: .....

Name: Memory Dawe

Email: mdawe@nocma.mw

Position: Procurement and Disposal Manager

RFQ Authorised by:

Signed: .....

Name: Micklas Reuben

Email: mreuben@nocma.mw

Position: Deputy Chief Executive Officer

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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/certification required within this RFQ.

SECTION B: QUOTATION SUBMISSION SHEET

- 1) Currency of Quotation: **Malawi Kwacha**
- 2) Delivery period offered: days/weeks/months from date of Purchase Order.
- 3) The validity period of this Quotation is: days from the date for receipt of Quotations.
- 4) Warranty period (where applicable):.....months.
- 5) We attach the following documents:
 - (a) **Section B & C of the Request for Quotations completed and signed;**
 - (b) **A copy of PPDA Certificate,**
 - (c) **A Copy of MRA Tax Clearance Certificate**
 - (d) **A Copy of MRA VAT Certificate**
 - (e) **Ministry of Trade MSME Certificate**
 - (f) **Documentary evidence of similar contracts executed**
 - (g) **Coloured copy of National ID for black A list of recent similar contracts performed,**
- 6) We confirm that our quotation is based on the terms and conditions stated in your Request for Quotations referenced above, and that any resulting contract will be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders.
- 7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

Signature: _____

Name: _____

Position: _____

Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Address:

.....
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.

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Section C: Schedule of Rates and Prices (to be priced by Bidder)

Item No.	Description of Services (Append detailed specifications, requirements, explanations and/or Terms of Reference as necessary)	Unit of Measure	Quantity	Unit Price Kwacha	Total Price Kwacha
1	Maintenance of HP Printers	Each	8		
				Sub total	
				16.5% VAT	
				1% PPDA Levy	
				Total Amount	

The following attachments are appended to clarify the Description of Services:
[List any attachments providing additional specification of the goods required]

Authorised By:

Signature:	Name:
Position:	Date:
Authorised for and on behalf of: Name of Company	

Section D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

Beneficial Owner

Date: [insert date]

INSERT PDE

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.*

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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

(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;

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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**]

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.

Special Conditions of Contract for Local Purchase Orders

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

No	Special Conditions
1.	The Procuring Entity is: National Oil Company of Malawi (NOCMA) Limited
2.	The Site is: NOCMA Head Office – Kang’ombe House
3.	The meaning of the trade terms shall be as prescribed by Incoterms
4.	The version of Incoterms shall be: 2020
5.	The language shall be: English
6.	<p>For notices, the Procuring Entity’s address shall be: Attention: Deputy Chief Executive Officer (ATT: Procurement and Disposal Manager) Floor Number: Kang’ombe House, 4th Floor Postal Address: Private Bag 370 City: Lilongwe Country: Malawi Telephone Number: +265 1 770 865 Email address: mdawe@nocma.mw</p> <p>For notices, the Supplier’s address shall be: Attention: Street Address: Floor/ Room number: City: Post Code: Country: Telephone: Facsimile number: Email address:</p>
7	The governing law shall be: Laws of the Republic of Malawi

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No	Special Conditions
8.	The formal mechanism for the resolution of disputes shall be: Negotiation and Arbitration (As prescribed in PPDA Act 2017)
9.	The scope of supply shall be defined in: SCHEDULE C: Statement of Requirements and specifications
10.	The Price adjustment shall be N/A
11.	<p>The terms of payment shall be: 100% upon acceptance of delivery and confirmation of acceptable quality of delivered items.</p> <p>Documents to be submitted for payments: -</p> <ol style="list-style-type: none"> 1. Commercial VAT invoice (Those registered for VAT) 2. Signed delivery note 3. Copy of signed Purchase order 4. Copy of Goods Receipts note (GOODS) 5. Copy of Completion Certificate (SERVICES/ WORKS) 6. Copy of Withholding Tax Exemption Certificate (Those Registered for WHT) 7. Any other document required depending on the type of procurement
12.	The currency for payments shall be: Malawi Kwacha
13.	The Supplier shall be responsible for all import duties and taxes imposed by law in Malawi on the Goods except for the following: N/A
14.	The packing, marking and documentation within and outside the packages shall be: The packing shall be sufficient to withstand, within limitations, rough handling and exposure to the extreme temperatures and open storage to prevent their damage during transit to their destination
15.	The insurance coverage shall be: in an amount equal to 100% of DPP value of goods in transit up to delivery at NOCMA Head Office Lilongwe including war risks and strikes.
16.	Responsibility for transportation of the Goods shall be: borne by the supplier
17.	The liquidated damages shall be: As per GCC 18
18.	The maximum total percentage for liquidated damages shall be: As per GCC 18
19.	The period of validity of the Warranty shall be: 12 months

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No	Special Conditions
20.	The repair or replace period will be: 14 days
21.	<p>The following activities are prohibited:</p> <ol style="list-style-type: none"> 1. Corrupt practices 2. Fraud Activities 3. Illegal Activities 4. Criminal Activities 5. Child Labour 6. Unauthorized modification of the Local Purchase Order
22.	<p>The Procuring Entity's prior approval is also required for:</p> <ol style="list-style-type: none"> 1. All modifications that will alter the Agreement 2. Claim/claims of whatsoever including any loses or injury incurred directly or indirectly pertaining to the contract if changes are effected based on any other instructions from whosoever, none other than the Deputy Chief Executive of NOCMA will NOT be accepted.
23.	Payment shall be made by the procuring entity within 30 days of receipt of the request for payment
24.	<p>Prices charged by the Supplier shall not vary from the prices quoted in the Local Purchase Order.</p> <ol style="list-style-type: none"> 1. The prices shall remain valid and fixed for the duration of the Agreement 2. No amendment or modifications of the prices will be allowed.

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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 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

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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.