**{Procuring and Disposing Entity Crest or Logo}**

**{Name of Procuring and Disposing Entity}**

**Request for Proposals Document**

**For the**

**Procurement of Consultancy services**

**(Complex Time-Based Assignments)**

**Subject of Procurement**

**Procurement Reference Number**

**Basis for Selection**

**Date of Issue:**

Table of Content

[Section 1: Instructions to Bidders 2](#_Toc118886999)

[Section 2. Bid Data Sheet 20](#_Toc118887000)

[Section 3. Evaluation Criteria 24](#_Toc118887001)

[Section 4 Bidding Forms 26](#_Toc118887002)

[Section 5. Eligible Countries 42](#_Toc118887003)

[Section 6. Corruption and Fraud 43](#_Toc118887004)

[Section 7. Terms of Reference 46](#_Toc118887005)

[Section 8. General Conditions of Contract 47](#_Toc118887006)

[Section 9: Special Conditions of Contract 58](#_Toc118887007)

[Section 10: Contract Forms 60](#_Toc118887008)

# Section 1: Instructions to Bidders

|  |  |  |
| --- | --- | --- |
| 1. General | | |
| 1. Scope of Proposal | | |
| * 1. The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals by the issue of this proposal for the consulting services specified in Section 7, Terms of Reference.   2. These Instructions to Bidders shall be read in conjunction with the BDS. The proposals shall form the basis for future negotiations and ultimately a contract between your firm and the Procuring and Disposing Entity.   3. The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.   4. The Request for Proposal is issued under the Selection Method indicated in the BDS.   5. In this Request for Proposal, unless the context requires otherwise -   “Act” means the Public Procurement and Disposal of Assets Act;  “day” means calendar day;  “male” includes female;  “in writing” means communicated in written form with proof of receipt; and  singular includes plural   * 1. The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference.      * 1. Where the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Procuring and Disposing Entity. | | |
| 1. Source of Funds    1. The Procuring and Disposing Entity has an approved budget from public funds towards the cost of the procurement described in the BDS. The Procuring and Disposing Entity intends to use these funds to place a contract for which this Request for Proposals is issued.    2. Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity. | | |
| 1. Corruption and Fraud | | |
| * 1. The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined under Section 6 of the Bidding Document   2. In line with the existing anti-corruption law and policy, 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 Section 6, as part of the qualification criteria. | | |
| 1. Eligible Bidders | | |
| * 1. A Bidder may be a natural person, legal person, government owned entity, subject to cause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association.      * 1. In the case of a joint venture, consortium, or association, unless otherwise specified in n the BDS, all parties shall be jointly and severally liable.   2. This Request for Proposal is open to all eligible firms and individuals from eligible source countries as defined in Section 5, (Eligible Countries).   3. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.   4. A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this process, if they are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the provision of consultancy services to be acquired under this Request for Proposals.   5. A Bidder—  1. that has been debarred from participating in public procurement at the date of the deadline for Bid submission or thereafter, shall be ineligible; or 2. shall be declared ineligible for award of contract if it comes to the knowledge of the Authority that the Bidder or supplier in question is debarred by cooperating development partner subject to agreement entered between the Authority and the partners.    1. Government-owned enterprises shall be eligible if they establish that they are legally and financially autonomous, and are not a dependent agency (directly or indirectly) of the Procuring and Disposing Entity or the Government of Malawi.    2. Foreign firms shall partner with local firms and individuals in construction related assignments in accordance with National Construction Industry Council rules and regulations for works constants.    3. A Bidder shall provide evidence of their eligibility satisfactorily to the Procuring and Disposing Entity, to verify that the Bidder – 3. is not insolvent in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and 4. has fulfilled his obligations to pay taxes according to the tax laws of their country of registration.    1. To demonstrate compliance with the criteria in sub-clause 4.7, a Bidder shall submit with its Bid— 5. a copy of its registration certificate; 6. a professional certificate where applicable based on the business the Bidder does; 7. a declaration that the Bidder is not debarred; 8. a copy of its Annual Tax Clearance Certificate; 9. appropriate documentary evidence demonstrating its compliance; and 10. such other documentary evidence as may be specified in the BDS     1. Provided that Bidders in the micro, small and medium-sized –enterprises category, and those eligible for set-asides, shall be empowered and encouraged to enter into sub-contracting and joint ventures in accordance with rules issued by the concerned organs of government, and referred to in an Order from the Authority. | | |
| 1. Conflict of Interest | | |
| * 1. The Authority requires that a consultant should provide professional, objective, and impartial advice and at all times, hold paramount the interest of the Procuring and Disposing Entity, strictly avoid conflicts with other assignments or their own corporate interests.   2. Notwithstanding the generality of clause 5.1, 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—      1. 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;      2. a firm 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 firm’s consulting services for such preparation or implementation. For the purpose 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;      3. 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 privatization of public assets shall not purchase, nor advise purchasers of, such assets;      4. a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question; and      5. 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—  the preparation of the Terms of Reference of the assignment;the selection process for such assignment;a member of the Procuring and Disposing Entity’s Internal Procurement and Disposal 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 Authority throughout the procurement process and the execution of the Contract.   * 1. A Consultant has an obligation to disclose any situation of actual or potential conflict that impacts on their capacity to serve in the best interest of the Procuring and Disposing Entity, or that may reasonably be perceived as having this effect. Failure to disclose conflict may lead to the disqualification of the Consultant or the termination of its Contract.   2. No agency or current employees of the Procuring and Disposing Entity shall work as a Consultant under their own ministries, departments, or agencies.   3. Recruiting former government employees of the Procuring and Disposing Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.   4. Existing government employees can only be nominated as personnel in Technical Proposals in accordance with the Government of Malawi’s current legislation and policy concerning external employment for government employees.   5. 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. **Contents of Bidding Document** 2. Sections of Bidding Document   6.1 The Bidding Document consists of Parts 1, 2 and 3 with all Sections indicated below and shall be read in conjunction with any addenda issued. | | |
| Sections of Request for Proposals Document | | |
| **Part 1 Bidding Procedures**   * Section 1 Instructions to Bidders (ITB) * Section 2 Bid Data Sheet (BDS) * Section 3 Evaluation and Qualification Criteria (EQC) * Section 4 Bidding Forms * Section 5 Eligible Countries * Section 6 Corruption and Fraud   **Part 2 Supply Requirements**   * Section 7 Statement of Requirements   **Part 3 Contract**   * Section 8 General Conditions of Contract (GCC) * Section 9 Special Conditions of Contract (SCC) * Section 10 Contract Forms | | |
| 6.2 The Request for Expressions of Interest is not part of the Proposal Document.  6.3 The Procuring and Disposing Entity is not responsible for the completeness of the Proposal Documents and their addenda if they were not obtained directly from the Procuring and Disposing Entity. A Request for Proposal Document which is not obtained directly from the Procuring and Disposing Entity may be rejected during evaluation. Where a Request for Proposal Document is obtained from the Procuring and Disposing Entity on a Bidder’s behalf, the Bidder’s name must be registered with the Procuring and Disposing Entity at the time of sale and issue.  6.4 The Bidder shall examine all instructions, forms, terms, and specifications in the Request for Proposals Documents.  6.5 Failure to furnish all information or documentation required by the Request for Proposals Documents may result in the rejection of the Bid. | | |
|  | | |
| 1. Clarification of Request for Proposals Document | | |
| 7.1 A Bidder requiring a clarification of the Request for Proposals Document shall submit a written request to the Procuring and Disposing Entity, no later than fourteen (14) days before the proposal submission date.  7.2 Any request for clarification shall be sent to the Procuring and Disposing Entity’s address indicated in the BDS.  7.3 The Procuring and Disposing Entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders. | | |
| 1. Amendment of Request for Proposals Document | | |
| 8.1 At any time before the submission of proposals, the Procuring and Disposing Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the Documents by issuing an addenda.  8.2 The amendment shall be sent in writing to all invited Bidders and will be binding on them.   1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids. | | |
|  | | |
| 1. Preparation of Proposals 2. Cost of Bidding | | |
| * 1. A Bidder is requested to submit separate technical and financial proposals.   2. In preparing the proposal, a Bidder shall examine all terms and instructions included in the Request for Proposals Document. Failure to provide all requested information shall be at a Bidder’s own risk and may result in rejection of the proposal. | | |
| * 1. To obtain first-hand information on the Assignment and on the local conditions, Bidders are encouraged to attend a pre-proposal meeting if specified in the BDS. Bidders must fully inform themselves of local conditions and take them into account in preparing their proposal.   2. The Procuring and Disposing Entity shall provide the inputs specified in the Terms of Reference, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.   3. The costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring and Disposing Entity, are not reimbursable as a direct cost of the Assignment;   4. The Procuring and Disposing Entity is not bound to accept any of the proposals submitted. | | |
| 1. Language of Proposals | |
| * 1. The proposal, including all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English.   2. Study Reports and other supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. | | |
| 1. Joint Ventures, Associations and Subcontracting | |
| * 1. If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other firms or entities or by sub-contracting those firms not invited for Bidding, after obtaining permission from the Procuring and Disposing Entity.   2. Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.   3. International Bidders for large contracts are encouraged to seek the participation of national Consultants by entering a joint venture with, associating with or subcontracting part of the assignment to national Consultants.   4. The same sub-consultant may be included in several proposals, subject to any limitations in the BDS. Any limit on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS. | | |
| 1. Professional Staff    1. For assignments on a staff time basis, the estimated number of professional staff months is given in the BDS. The proposal shall be based on the number of professional number months estimated by the consultant. For fixed budget assignments, the available budget is given in the BDS and the financial proposal shall not exceed this budget.    2. It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.    3. Proposed staff should have experience under conditions similar to those prevailing in the Republic of Malawi.    4. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position. | |
| 1. Documents Comprising the Proposal   13.1 Contents of Technical Proposals | |
| 13.1.1 A technical proposal shall provide the following and any additional information, using the formats included in Section 4, (Bidding Forms)—   * + 1. the Technical Proposal Submission Sheet (Section 4, Form T1);     2. a brief description of the Bidder’s organisation and an outline of recent experience on assignments of a similar nature. (Section 4, Form T2). For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;     3. any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring and Disposing Entity (Section 4, Form T3);     4. a description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);     5. the composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);     6. CVs recently signed by the proposed key professional staff or an authorized manager from the Bidder’s office (Section 4, Form T6). Key information shall include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;     7. a Staffing Schedule, showing estimates of the total staff input to be provided to carry out the Assignment (Section 4, Form T7), supported by bar chart diagrams showing the time proposed for each professional staff member;     8. a Work Schedule, showing the timing proposed for each activity, which must be consistent with the methodology and work plan described in the proposal (Section 4, Form T8);     9. any additional information requested in the BDS;     10. Environmental Health and Safety form; and     11. Fraud and Corruption Declaration form.   13.1.2 The technical proposal shall not include any financial information. | | |
| **13.2 Contents of Financial Proposals** | |
| 13.2.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, (Bidding Forms)—   * + 1. Financial Proposal Submission Sheet (Section 4, Form F1);     2. Summary of Proposal (or Activity) Price (Section 4, Form F2);     3. Summary of Fees (Section 4, Form F3);     4. Summary of Reimbursables (Section 4, Form F4); and     5. any additional information requested in the BDS.   13.2.2. The total proposal price shall be broken down into the following cost components using the appropriate prescribed forms—   * + 1. Fees for staff, indicating rates for home and field work, where appropriate; and     2. Reimbursable expenditure, such as subsistence, transportation (international and local for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.   13.2.3. Where indicated in the BDS, the total proposal price shall be broken down into separate activities and forms F2 to F4 shall be completed for each activity.  13.2.4 The financial proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed on the Consultant and their personnel other than nationals of or permanent residents in the Republic of Malawi, unless the BDS specifies otherwise.  13.2.5 The completed financial proposal forms, adjusted if necessary, during evaluation or negotiation, will be used in any resulting Agreement.  13.2.6 Where commissions and gratuities have or shall be paid by the Bidder in relation to the assignment these shall be listed in the Financial Proposal Submission Form. | | |
| 1. Currencies of Proposal | |
| * 1. Bidders participating in local consultancy shall quote their unit rates and prices in Malawi Kwacha.   2. Bidders participating in international consultancy, may quote their unit rates and prices in any freely convertible currency as may be specified in BDS.   3. Foreign Bidders may not use more than 3 currencies.  1. Submission and Opening of Proposals | | |
| Period of Validity of Proposals | |
| * 1. A proposal shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, a Bidder shall keep available the professional staff proposed for the assignment. The Procuring and Disposing Entity shall make its best effort to complete negotiations within this period.      * 1. A Bid valid for a shorter period shall be rejected as non-responsive.   2. In exceptional circumstances, prior to expiry of the Bid validity period, the Procuring and Disposing Entity may in writing request a Bidder to extend the period of validity of their Bids.   3. The Bidder shall respond to the request under clause 15.3 in writing.   4. A Bidder who accepts a request for extension of Bid validity period shall not be permitted to modify its Bid. | | |
| 1. Format and Signing of a Proposal | |
| * 1. The Bidder shall prepare one original of the documents comprising the proposal as described in clause 17 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the proposal, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail   2. The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for un-amended printed literature, shall be signed or initialled by the person signing the proposal   3. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal. | | |
| 1. Sealing and Marking of Proposals | | |
| * 1. A Bidder shall submit one original technical proposal and one original financial proposal and the number of copies of each as indicated in the BDS.   2. Each proposal shall be sealed in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed and sealed in an envelope clearly marked “Technical Proposal,” and the financial proposals in one marked “Financial Proposal.” The envelope containing the financial proposal shall also bear a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the name and address of the Bidder and the address and information indicated in the BDS.   3. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorized Supplier’s representative.   4. The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF THE INTERNAL PROCUREMENT AND DISPOSAL COMMITTEE.” The Procuring and Disposing Entity shall not be responsible for misplacement, loss or premature opening of the Bid if the outer envelope is not sealed and marked as stipulated. This circumstance may be case for proposal rejection. If the financial proposal is not submitted in a separate sealed envelope duly marked as indicated, this will constitute grounds for declaring the proposal nonresponsive. | | |
| * 1. In the event of any discrepancy between the copies of the proposals, the original copy shall be used. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. The person or persons signing the proposal shall initial all pages of the technical proposal.   2. The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Bidders themselves. The person or persons signing the proposal shall initial any such corrections.   3. The completed technical and financial proposals shall be delivered on or before the deadline stated in the BDS to the address indicated in clause 18.1. | | |
| 1. Deadline for Submission of Proposals    1. Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.    2. The Procuring and Disposing Entity may extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 8, in which case, all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the new deadline. 2. Late Bids   19.1 The Procuring and Disposing Entity shall not consider any proposal that is received after the deadline for submission of Bids.  19.2 Any Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | | |
| 1. Withdrawal, Substitution and Modification of Proposals | | |
| * 1. A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with clause 16.2.   2. The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be—      1. submitted in accordance with this Clause (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and      2. received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of proposals.   3. Proposals requested to be withdrawn in accordance with sub-clause 20.1 shall be returned unopened to the Bidders.   4. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and expiry of the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet or any extension thereof. | | |
| 1. Opening of Proposals | | |
| * 1. The Procuring and Disposing Entity shall conduct the proposal opening in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS.   2. Envelopes marked “WITHDRAWAL” shall be opened first and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder.   3. Envelopes marked “SUBSTITUTION” shall be opened next and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder.   4. Envelopes marked “MODIFICATION” shall be opened after and read out with the corresponding proposal. No proposal withdrawal, substitution or modification shall be permitted unless the corresponding notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at proposal opening. Only envelopes that are opened and read out at proposal opening shall be considered further.   5. All other outer envelopes shall be opened one at a time, the technical proposals within them opened, reading out: the name of the Bidder and any other details as the Procuring and Disposing Entity may consider appropriate.   6. Only proposals that are opened and read out during proposal opening shall be considered further.   7. The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the result established.   8. The Procuring and Disposing Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders, who formally request a copy. | | |
| 1. Evaluation of Proposals | | |
|  | | |
| * 1. Information relating to the examination, evaluation and comparison of proposals, and recommendation for contract award, shall not be disclosed to a Bidder or any other person not officially concerned with the process until information on Contract award is communicated to all Bidders.   2. Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation and comparison of the proposals or Contract award decisions shall result in the rejection of its proposal.   3. Notwithstanding clause 22.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing. | | |
| 1. Clarification of Proposals | | |
| 23.1 To assist in the examination, evaluation and comparison of the proposals, the Procuring and Disposing Entity may, in writing, request any Bidder for a clarification of its proposal.    23.2 Any clarification submitted by a Bidder in respect to its proposal, that is not in response to a request by the Procuring and Disposing Entity, shall not be considered.  23.4 No change in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the financial evaluation of the proposals. | | |
| 1. Responsiveness of Proposals | | |
| * 1. The Procuring and Disposing Entity’s determination of a proposal’s responsiveness shall be based on the contents of the proposal.   2. A substantially responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that—      1. affects in any substantial way, the scope, quality, or performance of the Consultancy Services specified in the Contract;      2. limits in any substantial way, inconsistent with the Request for Proposals, the Procuring and Disposing Entity’s rights or the Supplier’s obligations under the Contract; or      3. if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.   3. If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. | | |
| 1. Nonconformities, Errors, and Omissions | | |
| * 1. Where a proposal is substantially responsive, the Procuring and Disposing Entity may waive any non-conformities or omissions in the proposal that do not constitute a material deviation.   2. Where a proposal is substantially responsive, the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify the non-material omissions or nonconformities in the proposal related to documentation requirements. The omission shall not be related to any aspect of the price of the proposal.   3. Failure of the Bidder to comply with the request under clause 25.2 may result in the rejection of its proposal. | | |
| 1. Preliminary Examination | | |
| * 1. The Procuring and Disposing Entity shall examine the proposals to confirm that—      1. the Bidder meets the eligibility criteria defined in clause 4;      2. the proposal has been properly signed;      3. all documents and information requested in clause 13 have been provided; and      4. the proposal is substantially responsive to the requirements of the RFP document.   2. The Procuring and Disposing Entity shall confirm that the following documents and information have been provided—      1. Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;      2. separately sealed financial proposal;      3. written confirmation of authorization to commit the Bidder; and      4. any other documentation as may be required by the Procuring and Disposing Entity   3. If the proposal fails to meet the criteria specified in clause 26.1, it shall be rejected. | | |
| 1. Detailed Evaluation | | |
| * 1. The Procuring and Disposing Entity shall technically evaluate the proposals on the basis of the Bidder’s responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and maximum points specified in Section 3. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.   2. The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3. | | |
| 1. Opening of Financial Proposal | | |
| * 1. After the technical evaluation is completed, the Procuring and Disposing Entity shall notify those Bidders whose proposals will not pass to the financial evaluation, indicating that their financial proposals will be returned unopened after completing the evaluation process. The Procuring and Disposing Entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date, time and venue set for opening the financial proposal(s). The opening date shall not be sooner than seven days after the notification date. The notification will be sent in writing.   2. The financial proposal(s) shall be opened in the presence of the Bidders’ representatives who choose to attend. The name of the Bidder, the technical quality score and the proposal price(s) shall be read aloud and recorded when the financial proposal(s) are opened. The Procuring and Disposing Entity shall prepare minutes of the public opening. | | |
| 1. Financial Evaluation | | |
| * 1. The Procuring and Disposing Entity shall financially evaluate each proposal that has been opened as stated in clauses 28.1 and 28.2 above.   2. The Procuring and Disposing Entity will determine whether the financial proposals are complete. In the case of activities and items described in the Technical Proposal but not priced, these shall be assumed to be included in the prices of other activities or items.   3. The Procuring and Disposing Entity will correct any arithmetical errors on the following basis—  if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring and Disposing Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the Bidder that submitted the best evaluated proposal does not accept the correction of errors, its proposal shall be disqualified.   * 1. Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal no corrections shall be applied to the Financial Proposal in this respect.   2. The Procuring and Disposing Entity shall convert all proposal prices expressed in various currencies into the single currency specified in the BDS, using the official selling exchange rate established by the source 14 days prior to the date of submission of the proposals, as specified in the BDS.   3. The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated in accordance with sub-clause. 13.2.4, unless otherwise indicated in the BDS. | | |
| 1. Comparison of Proposals | | |
| The Procuring and Disposing Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation and Qualification Criteria. | | |
| 1. Negotiations | | |
| * 1. Prior to the expiry of proposal validity, the Procuring and Disposing Entity shall notify the successful Bidder in writing and invite the Bidder to negotiate a contract at the location indicated in the BDS.   2. The aim of the negotiations is to reach an agreement on all points and initial a draft contract by the conclusion of negotiations.   3. Negotiations shall commence with a discussion of the technical proposal, including the proposed methodology, work plan, staffing and any suggestions to improve the Terms of Reference? (TOR). An agreement shall then be reached on the final TOR, the staffing, and the staffing and work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Supplier within the available budget and to defining clearly the inputs required from the Procuring and Disposing Entity to ensure satisfactory implementation of the Assignment. | | |
| * 1. Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates. The fee rates will not be subject to negotiation, except in the case of Quality Based Selection.   2. Having selected the highest ranked proposal on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring and Disposing Entity shall negotiate a contract on the basis of the staff named in the proposal.   3. Prior to contract negotiations, the Procuring and Disposing Entity shall require assurances that the staff members will be actually available. The Procuring and Disposing Entity shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.   4. The negotiations shall be concluded with a review of the draft form of the contract. The Procuring and Disposing Entity and the Bidder shall finalise the contract to conclude negotiations.   5. If negotiations fail, the Procuring and Disposing Entity shall invite the next ranked Bidder for contract negotiations. | | |
| 1. Award of Contract | | |
| * 1. The Procuring and Disposing Entity shall award a contract to the Bidder whose proposal has been determined to be the best evaluated proposal and is substantially responsive to the Request for Proposals, subject to satisfactory negotiations and provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 4.   2. Notwithstanding clause 32.1, the Procuring and Disposing Entity reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring and Disposing Entity’s action. | | |
| 1. Notice of Intention to Award a Contract, Notification of Award and Contract Negotiations | | |
| * 1. Prior to expiry of the period of Bid validity, where the procurement contract is below the threshold for which publication of intention to award a contract is required, 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.   2. Prior to expiry of the period of Bid validity, where the procurement contract is above the threshold for which publication of an intention to award a contract is required, the Procuring and Disposing Entity shall publish the intention to award contract in two widely circulated newspapers and on the Authority's website for a period of fourteen (14) days before signing the contract.   3. Prior to the signing of the contract but after the completion of intention to award proceedings, 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.   4. The notification of award shall not be sent until all the necessary approvals have been obtained or the fourteen days’ standstill period has expired, wherever necessary.  1. Signing of the Contract    1. After the expiry of the fourteen (14 days) of standstill period, or after successfully attending to all objections to the intention to award contract, the Procuring and Disposing Entity shall send the successful Bidder the Contract documents for signing.    2. Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign date and return the Contract documents to the Procuring and Disposing Entity to finalise the signing process. | | |

35 **Preference Margins**

35.1 A Procuring and Disposing Entity shall apply a margin of preference in consultancies. Where a preference applies the details shall be provided in Section 3 Evaluation Methodology and Criteria.

35.2 The Procuring and Disposing Entity shall apply the margin of preference for micro, small and medium enterprises and marginalised groups in accordance with the Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order) or Bidders qualified for Preferential Treatment as **specified in the BDS**. If so indicated, Bid Evaluation shall be undertaken in accordance with the procedures and criteria specified in Section 3, Evaluation and Qualification criteria.

35.3 The Procuring and Disposing Entity shall set aside certain procurement requirements for micro, small and medium enterprises and marginalised groups by restricting Bidding to those enterprises in accordance with MSME Order.

35.4 The Procuring and Disposing Entity shall state in the BDS all procurement that have been set aside for micro, small and medium enterprises.

35.5 In the event that the procurement is not contained in the Schedule under the MSME Order, the PDE may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be **specified in the BDS.**

35.6 The Procuring and Disposing Entity shall set aside certain procurement requirements by restricting Bidding to those enterprises that qualify in accordance with any Preferential Treatment Regulations issued under the Public Procurement and Disposal of Public Assets Act 2025.

35.7 A Bidder shall be eligible to participate in the Bidding process as a qualified Bidder under the MSME Order only if it furnishes the Procuring and Disposing Entity or the Authority, as the case may be, evidence, proving eligibility in accordance with relevant Regulations or the MSME Order.

Section 2. Bid Data Sheet

| **Instructions to Bidders (ITB) reference** | | Data relevant to ITB | |
| --- | --- | --- | --- |
| A. General | | | |
| **ITB 1.1** | | | The Procuring and Disposing Entity is: |
| **ITB 1.1** | | | The procurement reference number is:  The assignment is phased/ not phased: |
| **ITB 2.1** | | | Source of Funds:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| B. Request for Proposals Document | | | |
| **ITB 7.1** | | | For **clarification purposes only**, the Procuring and Disposing Entity’s address is:  Attention: The Head of the Procurement and Disposal Unit  Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Floor/Room number:  Postal Address:  Town/City:  **MALAWI**  Telephone:  Facsimile number:  Electronic mail address:  Requests for clarification shall be received not later than: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| C. Preparation of Proposals | | | |
| **ITB 9.3** | | | A pre-proposal meeting \_\_\_\_\_\_\_\_\_\_ be held.  Date: Time :  Address for Pre-proposal meeting:  Street Address:  Name of the Building:  Floor/Room number:  Town/City:  Postal Code:  **MALAWI**  Contact Name:  Telephone:  Email: |
| **ITB 10.1** | | | The language of the proposal is English. |
| **ITB 11.1** | | | A Bidder shall or shall not obtain the Procuring and Disposing Entity’s permission to enter into a Joint Venture with other Consultants not invited for this assignment. |
| **ITB 11.2** | | | A Bidder shall or shall not associate with other Bidders, invited for this assignment. |
| **ITB 11.4** | | | The limit on subcontracting is: |
| **ITB 12.1** | | | The estimated number of key professional staff-months is: |
| **ITB 13.1 (i)** | | | The technical proposal shall include the following additional information: |
| **ITB 13.2 (e)** | | | The financial proposal shall include the following additional information: |
| **ITB 13.2.3** | | | The total proposal price \_\_\_\_\_\_\_\_\_\_ be broken down into separate activities. |
| **ITB 13.2.4** | | | The financial proposal \_\_\_\_\_\_\_\_\_\_ indicate local taxes as a separate amount. |
| **ITB 14** | | | Foreign currency requirements shall be payable \_\_\_\_\_\_\_\_\_\_\_\_ . |
| D. Submission and Opening of Proposals | | | |
| **ITB 15.1** | | The proposal validity period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days from the deadline of the proposal submission | |
| **ITB 16.1** | | In addition to the original of the proposal, the number of copies is: | |
| **ITB 17.1** | | The **address for proposal submission** is:  Attention: The Chairperson Internal Procurement and Disposal Committee  Name of the Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Street Address:  Name of Building:  Floor/Room number:  Postal Address:  Town/City:  **MALAWI**  In addition to the address, the outer envelope shall bear the following information:   1. the procurement reference number; 2. the title of the assignment; and 3. the name and address of the Bidder. | |
| **ITB 17.2** | | The representative’s authorisation shall be confirmed by\_\_\_\_\_\_\_\_\_\_\_\_. | |
| **ITB 18.1** | | **The deadline for proposal submission is:**  Date:  Time (local time): | |
| **ITB 21.1** | | For **proposal opening purposes only**, the Procuring and Disposing Entity’s address is:  Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Floor/Room number:  Town/City:  **MALAWI**  The time for proposal opening is:  Date:  Time (local time): | |
| E. Evaluation of Proposals | | | |
| **ITB 29.5** | The currency that shall be used for proposal evaluation and comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The source of exchange rate shall be: | | |
| **ITB 29.6** | The evaluation shall include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and other charges. | | |
| **ITB 31.1** | For **negotiations purposes only**, the Procuring and Disposing Entity’s address is:  Street Address:  Name of the Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Floor/Room number:  Town/City:  **MALAWI** | | |
| **ITB 35** | Preference(s) (**shall/ shall not**) be applied  The applicable preference(s) is/are \_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

Section 3. Evaluation Criteria

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring and Disposing Entity shall use to evaluate a proposal and determine the best evaluated proposal. No other factors, methods or criteria shall be used.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1. Evaluation Methodology** | | | | | |
| The methodology for the evaluation of proposals will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | | | | |
| **2. Technical Evaluation Criteria** | | | | | |
| The technical criteria and maximum number of points to be given under each are: | | | | | |
|  | | **Criteria** | | **Maximum Points** | |
| (a) | | Bidder’s relevant experience | | 0-10 | |
| (b) | | Quality of the methodology proposed | | 20-50 | |
| (c) | | Qualification of key staff | | 30-60 | |
| (d) | | Transfer of knowledge | | 0-10 | |
| (e) | | Participation by nationals in the assignment | | 0-10 | |
|  | | **Total Points** | | **100** | |
|  | | | | | |
| The number of points to be given under each evaluation sub-criteria for (c) qualifications of staff are: | | | | | |
|  | | **Criteria** | | **Maximum Points** | |
| (a) | | General qualifications: education, training and years of experience | | 10-20 | |
| (b) | | Adequacy of experience for the assignment, i.e., in a specific sector | | 60-80 | |
| (c) | | Experience in the region: language, administrative system and culture | | 0-10 | |
|  | | **Total Points** | | **100** | |
| The proposals proceeding to the financial evaluation shall be:  *{For Quality & Cost Based Selection (QCBS), and Least Cost Selection}*  All proposals reaching the minimum technical score of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *{For Quality Based Selection (QBS)}*  The proposal achieving the highest technical score only. | | | | | |
| **3. Financial Evaluation and Comparison of Proposals** | | | | | |
| Proposals will be compared using the following methodology to determine the best evaluated proposal: | | | | | |
| *{For QCBS only}*  To determine financial scores for each proposal, the lowest priced proposal shall be given a financial score of 100, and other proposals shall be given a score proportionate to this, by application of the following formula:  ***Sf = 100*** x ***Fm/F*** in which:  *Sf* denotes the financial score of the proposal under consideration.  *Fm* is the price of the lowest price proposal that passed the technical evaluation;  *F* denotes the price of the proposal under consideration.  A total score (S) will be determined for each proposal, by combining its technical (St) and financial (Sf) scores using the following formula and weightings:  **S = (St x T%) + (Sf x P%)**  The weights given to the scores of the Technical and Financial Proposals are:  T = **[70 - 90]**  P = **[10 - 30]**  Proposals will be ranked and the proposal achieving the highest total score will be recommended for contract award, subject to satisfactory negotiations. | | | | | |
| *{For QBS only}*  The financial proposal will be reviewed in order to prepare for negotiations. | | | | | |
| *{For Least Cost Selection only}*  Proposals will be ranked. The lowest priced proposal will be recommended for contract award, subject to satisfactory negotiations and compliance with Section 6 of the RFP | | | | | |

4. Preferences

The Procuring and Disposing Entity shall grant a preference to local consultants for the purpose of proposal comparison, [in accordance with the procedures outlined in ITB Clause 35 of the Bidding Document]

# Section 4 Bidding Forms

**List of Forms**

Technical Proposal – Standard Forms

T1 Technical Proposal Submission Sheet.

T1B Beneficial Ownership Disclosures Form

T2 Bidder’s Organisation and Experience.

T3 Comments and Suggestions on the Terms of Reference.

T4 Description of the Approach, Methodology and Work Plan for performing the Assignment.

T5 Team Composition and Task Assignments.

T6 Curriculum Vitae for Proposed Professional Staff.

T7 Staffing Schedule.

T8 Work Schedule.

Financial Proposal - Standard Forms

F1 Financial Proposal Submission Sheet.

F2 Summary of Proposal (or Activity) Price.

F3 Summary of Fees.

F4 Summary of Reimbursables.

*Note to Bidders: This Technical Proposal Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. The Bidder in its technical proposal should include it.*

|  |
| --- |
| T1 Technical Proposal Submission Sheet |

Date: **[insert date (as day, month and year) of proposal submission]**

Procurement Reference No: **[insert Procurement Reference number]**

To: **[insert complete name of Procuring and Disposing Entity]**

We, the undersigned, declare that:

We have examined and have no reservations to the Request for Proposals, including Addenda No.: **[insert the number and issuing date of each Addenda]**;

We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our proposal;

We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;

Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

We, including any associates, Joint Venture partners or Subconsultants for any part of the contract, have nationals from eligible countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture, consortium or association, and the nationality of each subcontractor]**;

We do not have any conflict of interest as defined in clause 5 of the ITB;

We, our affiliates or subsidiaries - including any subconsultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with clause 4.1 of the ITB and have not been suspended by the Authority, or any cooperating development partner, subject to agreement entered into between the Authority and such partners from participating in public procurement;

We are not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring and Disposing Entity.

The names and physical addresses of the Directors and names of beneficial owners of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

|  |  |
| --- | --- |
| Name | Address |
|  |  |
|  |  |

The names and physical addresses of the Beneficiary Owners of our firm are provided in the table below:

|  |  |
| --- | --- |
| Name | Address |
|  |  |
|  |  |

Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our proposal;

We understand that this proposal, together with your written acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;

We understand that you are not bound to accept any proposal that you may receive;

Authorised By: [*to be completed by someone who has the power of attorney for the Bidder*]

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised for and on behalf of (Company name): | | | *(DD/MM/YY)* |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

Registered 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]](#footnote-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]](#footnote-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**]

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

**T2 Bidder’s Organisation and Experience**

Bidder’s Organisation

**[Provide a brief (approximately two pages) description of your firm/entity (and each associate for the assignment) – background, organisation etc.]**

Bidder’s Experience

**[***List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client***]**

|  |  |
| --- | --- |
| Assignment Name: | Approx. value of the contract (MK) |
| Country:  Location within Country: | Duration of assignment (months): |
| Name of Client: | Total No of staff-months: |
| Contact Name | Contact Details |
| Address | Approx. value of the services provided by your firm (in MK) |
| Start Date (Month/Year): | Completion Date (Month/Year): |
| Name of Associated Consultants, If Any: | No of professional staff-months provided by associated Consultants: |
| Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | |
| Narrative Description of Project: | |
| Description of Actual Services Provided by Your Staff: | |

Bidder’s Name: Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. If none, include form and state” None”.*

**T3 Comments and Suggestions on the Terms of Reference (Description of Services)**

(including the data, services and facilities to be provided by the Procuring and Disposing Entity)

**[Give any comments, suggestions or proposed improvements to the terms of reference e.g. deleting unnecessary activities, proposing additional activities, proposing different phasing etc. Any comments should be incorporated in your proposal.**

**Also give any comments on the data, services and facilities to be provided by the Procuring and Disposing Entity e.g. administrative support, office space, local transportation, equipment, data, counterpart staff etc.]**

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

**T4 Description of Approach, Methodology and Work Plan for performing the Assignment**

**[It is suggested that you present your Technical Proposal divided into the following three chapters:**

Technical Approach and Methodology,

Work Plan, and Organisation and Staffing,

(a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring and Disposing Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.

(c) Organisation and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**It is recommended that the approach, methodology and work plan, inclusive of charts and diagrams, should be no more than 50 pages.]**

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

**T5 Team Composition and Task Assignments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Professional Staff | | | | |
| Name | Firm | Area of Expertise | Position | Tasks Assigned |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Note to Bidders: The information requested is required in the format provided below for each named member of professional staff and should be included by the Bidder in its technical proposal.*

**T6 Curriculum Vitae for Proposed Professional Staff**

1. Proposed Position: *[only one candidate for each position]*

2. Name of Firm:

3. Name of Staff:

4. Date of Birth: Nationality:

5. Education: *[indicate college/university and other specialised education, giving names of institutions, degrees obtained and dates of obtained. Attach copies of certificates]*

6. Membership of Professional Associations:

7. Other Training: *[indicate other significant training not included under Education]*

8. Countries of Work Experience: *[list countries of work experience in the last ten years]*

9. Languages: *[indicate proficiency in each language as good, fair or poor for speaking, reading and writing]*

10. Employment Record: *[starting with present position, list every employment held since graduation, stating dates of employment, employing organisation and positions held]*

From: *[year]* \_\_\_\_\_\_\_ To: *[year]*

Employer:

Positions held:

|  |  |
| --- | --- |
| 11. Detailed Tasks Assigned: | 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned: |
| *[list all tasks to be performed under this assignment]* | *[indicate the following information for those assignments that best illustrate the member of staff’s capability to handle the tasks listed under point 11]*  Name of assignment or project:  Year:  Location:  Client:  Main project features:  Positions held:  Activities performed: |

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

*Signature of staff member or authorised representative of the staff* *Day/Month/Year*

Full name of authorised representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

*Staff input should be counted from the start date of the assignment and indicated in weeks or months, as appropriate. Professional staff should be indicated individually by name; support staff should be indicated by category e.g. clerical staff. Input should be indicated separately for input at home and in the field and for foreign and national staff, for the purpose of calculating travel, subsistence etc.*

**T7 Staffing Schedule**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No | Name of Staff | Foreign/ National | Staff Input *(specify weeks or months)* | | | | | | | | | | | | Total Staff Input | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | In Malawi | Outside Malawi | Total |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Totals | | | | | | | | | | | | | | |  |  |  |

|  |  |
| --- | --- |
|  | Full time input |
|  | Part-time input |

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

*Indicate all main activities of the assignment, including milestones such as submission of reports and other deliverables. For phased assignments, indicate activities separately for each phase.*

**T8 Work Schedule**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No | Activity | Time Period *(specify weeks or months)* | | | | | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

*Note to Bidders: This Financial Proposal Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. The Bidder in its financial proposal should include it.*

|  |
| --- |
| **F1 Financial Proposal Submission Sheet** |

Date: **[insert date (as day, month and year) of proposal submission]**

Procurement Reference No: **[insert Procurement Reference number]**

To: **[insert complete name of Procuring and Disposing Entity]**

We, the undersigned, declare that:

We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our technical and financial proposals;

The total price of our proposal is: [insert the total proposal price in words and figures, indicating the various amounts and the respective currencies], inclusive of local taxes [amend if local taxes are not required to be included];

Our proposal shall be valid for a period of [specify the number of calendar days] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract*:* [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate “none”];

|  |  |  |
| --- | --- | --- |
| Name and address of Recipient | Purpose Reason | Currency and Amount |
|  |  |  |
|  |  |  |

We understand that you are not bound to accept any proposal that you receive;

Authorised By: [*to be completed by someone who has the power of attorney for the Bidder*]

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised for and on behalf of (Company name): | | | *(DD/MM/YY)* |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

Registered Address: …………………………………………………………………………………………………………...

…………………………………………………………………………………………….........………. *Note to Bidders: If BDS 14.3 requires the proposal price to be quoted separately for different Activities, complete this form as a “Summary of Activity Price” for each activity and complete one overall Summary of Proposal Price.*

*State the currencies under (currency 1), (currency 2) etc. Delete unused columns.*

*For lump sum contracts, this financial information will be used as a breakdown of contract price in Appendix C of the contract. For unit price contracts, this financial information will be used as the breakdown of cost estimates in Appendix C of the contract.*

**F2 Summary of Proposal (or Activity) Price**

(Breakdown of Lump Sum or Cost Estimates)

***State activity name or total proposal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

|  |  |  |  |
| --- | --- | --- | --- |
| Cost item | Cost (currency 1) | Cost (currency 2) | Cost (currency 3) |
| Fees |  |  |  |
| Reimbursables |  |  |  |
| *Subtotal* |  |  |  |
| *VAT* |  |  |  |
| *PPDA Levy (1%)* |  |  |  |
| *TOTAL* |  |  |  |

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

*Note to Bidders: Complete this form for the total proposal or for each activity as indicated in the ITB.*

*The Bidder should complete a separate form for each currency or add currency columns and show up to three totals. Where required, enter separate rates for home and field work.*

**F3 Summary of Fees**

***State activity name or total proposal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Currency:\_\_\_\_\_\_\_\_\_***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name | Position | Input Qty | Unit  *(Days/months etc)* | Rate | Total |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total |  |  |  |  |  |

*Note to Bidders: Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction. The Bidder should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as appropriate.*

**F4 Summary of Reimbursables**

***State activity name or total proposal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Currency:\_\_\_\_\_\_\_\_\_***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description of Cost | Quantity | Unit of Measure | Unit Price | Total Price |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total |  |  |  |  |

Notes Local transportation costs are not to be included if local transportation is being made available by the Procuring and Disposing Entity. Similarly, the project site, office rent/accommodations/clerical assistance or any other costs are not to be included if being made available by the Procuring and Disposing Entity.

# Section 5. Eligible Countries

**Procurement Reference Number:**

All countries are eligible except countries subject to the following provisions.

* 1. A country shall not be eligible if—
     1. as a matter of law, the Government of the Republic of Malawi prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any import of Goods from that country or any payments to persons or entities in that country.

# Section 6. Corruption and Fraud

|  |
| --- |
| 1. The Malawi Government requires that Procuring and Disposing Entities, as well as Bidders and Suppliers, participating in public procurement, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Malawi Government—    * 1. defines, for the purposes of this provision, the terms set forth below as follows—  "corrupt practice" has the meaning ascribed to the term by the Corrupt Practices Act (Cap 7:04 of the Laws of Malawi);"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process, the execution of a contract or avoid an obligation;“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, noncompetitive levels;“coercive practices” mean practices intended at harming or threatening to harm, directly or indirectly, a person or a person’s asset, to influence that person’s participation in a procurement proceeding, or effect the execution of a procurement contract;“obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.  * + 1. will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;     2. debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and     3. will cause every Bidder to acknowledge and sign Anti-Corruption Declaration in this Section under Oath, a confirmation that the Bidder, its subcontractors, joint venture partners, or any other associate has not been convicted or is under investigation on corruption and fraud related cases. Failure to sign the Declaration shall lead to disqualification. |

1. Bidders shall read and understand this provision; and will show acknowledgement of having read and understood the provision by signing compliance Form in this Section below:

**ANTI-CORRUPTION DECLARATION FORM**

We/I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Name of Bidder*) bearing the company registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby:

1. **PLEDGE THAT:**
   1. We have read and understood, and will comply with all applicable laws, regulations and policies relating to anti-corruption and fraud.
   2. We shall not, through any of our representatives, agents or any persons associated to us, commit any corruption offence or breach any of the applicable laws and/or provisions. We shall not encourage any corruption elements within our business practices, activities, operations, and transactions.
   3. We have not been convicted nor are we aware that we are subject of any corrupt related investigation, inquiry, or enforcement proceedings by the relevant authorities and will report of such investigation as soon as we become aware as reasonably practicable and to the extent permitted by law.
   4. We shall take all measures and implement appropriate measures to ensure compliance with the Anti-Corruption Legal Framework.
   5. We shall report to any relevant Authority, a public officer attempting to solicit a bribe or advantage from us, or any other person connected to us to be awarded a contract.

**2. AGREE THAT:**

In the event that we are in a confirmed breach of this declaration, the Procuring and Disposing Entity may disqualify the Bid, revoke or terminate the contract if awarded to us without any liability whatsoever on its part, indemnify the Procuring and Disposing Entity for any loss.

Signed: **[insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid]**

Name: **[insert complete name of person signing the Bid]**

Duly authorised to sign the Bid for and on behalf of: **[insert complete name of Bidder]**

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ **[insert date of signing]**

# Section 7. Terms of Reference

Procurement Reference Number:

# Section 8. General Conditions of Contract

|  |
| --- |
| 1. General Provisions |
| 1. Definitions |
| * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   “Contract” means the Agreement entered between the Parties and includes the Contract Documents;  “Contract Documents” means the documents listed in clause 3.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;  “Contract Price” means the sum stated in the contract representing the maximum, total or estimated amount payable for the provision of the Services;  “day” means calendar day;  “Eligible Countries” means the countries and territories eligible as listed in the SCC;  “GCC” means these General Conditions of Contract.  “Government” means the Government of the Republic of Malawi;  “local personnel” means such persons who at the time of being so engaged had their domicile in the Republic of Malawi;  "Member” in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Member in charge" means the entity specified in the SCC to act on their behalf in exercising all the Suppliers’ rights and obligations towards the Procuring and Disposing Entity under this Contract;  “month” means calendar month;  "Party" means the Procuring and Disposing Entity or Supplier, as the case may be;  “personnel” means persons engaged by the Supplier or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “foreign personnel” means such persons who, at the time of being so engaged had their domicile outside the Republic of Malawi;  “key personnel” means those personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks;  “Procuring and Disposing Entity” means the entity procuring the Services, as specified in the Agreement;  “SCC” means the Special Conditions of Contract;  “Services” means the consultancy services to be performed by the Supplier as described in the contract;  “Supplier” means the natural person, legal person or government entity, or a combination thereof, whose proposal to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier, hereinafter called “the Consultant”;  “Sub-consultant” means any natural person, private or government entity, or a combination of thereof, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Supplier; and  “Time-Based contract” means a contract under which, the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent. |
| |  | | --- | | 1. Corruption and Fraud | | * 1. The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined Section 6 of the Bidding Document.   2. In line with the existing anti-corruption law and policy, 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 Section 6, as part of the qualification criteria. | |
| 1. Contract Documents |
| * 1. The documents forming the Contract shall be arranged in the following order of priority—      1. the Agreement;      2. the Special Conditions of Contract;      3. the General Conditions of Contract;      4. Terms of Reference;      5. the proposal;      6. notification of award; and      7. any other document listed in the SCC as forming part of the Contract.   2. All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.   3. No amendment, modification or other variation of the Contract shall be valid unless a Modification to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.   4. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.   5. Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring and Disposing Entity or the Consultant may be taken or executed by the authorised representatives specified in the SCC.   6. The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   7. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 1. Law Governing the Contract |
| This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Republic of Malawi, unless otherwise specified in the SCC. |
| 1. Language | |
| This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract, unless otherwise specified in the SCC. |
| 1. Notices |
| Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorised representative of the Party at the address specified in the SCC. |
| 1. Location |
| The Services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Malawi or elsewhere, as the Procuring and Disposing Entity may approve. |
| 1. Authorised Representatives |
| Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC. |
| 1. Taxes, Duties and Levies |
| Unless otherwise specified in the SCC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, Levies, fees, and other impositions as may be levied under the laws of the Republic of Malawi, the amount of which is deemed to have been included in the Contract Price. |
| 1. Eligibility |
| * 1. The Consultant and its Subconsultants shall have the nationality of an eligible country.   2. A Consultant or Subconsultant shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   3. The Consultant and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries. |
| 1. Commencement, Completion, Modification and Termination of Contract |
| 1. Effectiveness of Contract |
| This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC. |
| 1. Commencement of Services |
| The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC. |
| 1. Expiration of Contract |
| Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such period after the Effective Date as is specified in the SCC. |
| 1. Modification |
| Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. |
| 1. Force Majeure |
| * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.   2. The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.   3. Any period specified within the Contract by which a Party is required to complete any action or task, if as a result of Force Majeure, shall be extended for a period equal to the time during which the Party was unable to perform the action or task.   4. During the period of their inability to perform the Services because of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract. However, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 1. Termination |
| * 1. The Client may terminate this Contract, by giving the Consultant not less than thirty (30) days’ written notice of termination.   2. The Client may terminate the contract on the occurrence of any the following events of the events specified in paragraphs (a) through (e) of this sub-clause—      * + 1. if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring and Disposing Entity may have subsequently approved in writing;     2. if the Consultant becomes insolvent or bankrupt;     3. the Consultant fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to clause 35;     4. the Consultant, in the judgement of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract;     5. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or     6. if the Procuring and Disposing Entity , in its sole discretion, decides to terminate the Contract and in this case the Procuring and Disposing Entity shall give notice of sixty (60) days’.   1. The Procuring and Disposing Entity may terminate this Contract, by giving not less than thirty (30) days’ written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this sub-clause—      1. if the Procuring and Disposing Entity fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;      2. if the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Consultant’s notice specifying the breach;      3. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or      4. If the Procuring and Disposing Entity fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to clause 35. |
| * 1. Upon termination of this Contract pursuant to clauses 16.1 or 16.2, the Procuring and Disposing Entity shall make the following payments to the Consultant—      1. remuneration pursuant to clause 29 or 30 for Services satisfactorily performed prior to the effective date of termination; and      2. except in the case of termination pursuant to paragraphs (a) to (d) of clause 16.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents. |
| 1. Obligations of the Consultant |
| 1. General |
| The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring and Disposing Entity, and shall at all times, support and safeguard the Procuring and Disposing Entity’s legitimate interests in any dealings with Sub-consultants or third parties. |
| 1. Conflict of Interests |
| * 1. The remuneration of the Consultant pursuant to clause 29, 30 or 33 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.   2. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates, including any Sub-consultant and any of its affiliates, 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.   3. Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities—      1. during the term of the Contract, any business or professional activities in the Republic of Malawi which would conflict with the activities assigned to them under the Contract; or      2. after the termination of this contract, such other activities as may be specified in the SCC. |
| 1. Confidentiality |
| 19.1 The Procuring and Disposing Entity and the Consultant shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.  19.2 Notwithstanding clause 19.1, the Consultant may furnish to its Sub-consultant such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Consultant shall obtain from the Sub-consultant an undertaking of confidentiality similar to that imposed on the Consultant under the Contract. |
| 1. Insurance to Be Taken Out by the Consultant |
| * 1. The Consultant shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its or own cost or that of the Sub-consultants’, as the case may be, but on terms and conditions approved by the Procuring and Disposing Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC.   2. The Consultant, at the Procuring and Disposing Entity’s request, shall provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 1. Consultant’s Actions Requiring Procuring and Disposing Entity’s Prior Approval |
| The Consultant shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions—   * + 1. entering into a subcontract for the performance of any part of the Services;     2. appointing such members of the of the personnel not listed by name in the Contract; and     3. any other action that may be specified in the SCC. |
| 1. Reporting Obligations |
| The Consultant shall submit to the Procuring and Disposing Entity, the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said Terms of Reference. |
| 1. Documents Prepared by the Consultant to be the Property of the Procuring and Disposing Entity |
| 23.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with the Contract shall become and remain the property of the Procuring and Disposing Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring and Disposing Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software.  23.2 Restrictions about the future use of these documents, if any, shall be specified in the SCC. |
| 1. Consultant’s Personnel |
| 1. Description of Personnel |
| 24.1 The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in the Contract.  24.2 The Procuring and Disposing Entity hereby approves the Key Personnel and Sub-consultants listed by title as well as by name in Contract. |
| 1. Removal and/or Replacement of Personnel |
| * 1. Except as the Procuring and Disposing Entity may otherwise agree, no changes shall be made in the Key Personnel.   2. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement, a person of equivalent or better qualifications.      * 1. If the Procuring and Disposing Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring and Disposing Entity’s written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Procuring and Disposing Entity.   2. The Consultant shall have no claim for additional costs arising out of or incidental to any removal or replacement of Personnel. |
| 1. Obligations of the Procuring and Disposing Entity |
| 1. Assistance and Exemptions |
| Unless otherwise specified in the SCC, the Procuring and Disposing Entity shall use its best efforts to ensure that the Government shall—   * + 1. provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;     2. arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Republic of Malawi;     3. facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;     4. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;     5. provide assistance to the Consultant’s international personnel and, where applicable international Sub-Consultants employed by the Consultant, to obtain registration or obtain any permit to practice their profession in the Republic of Malawi;     6. grant to the Consultant, any Sub-Consultants and the personnel of either of them the privilege, pursuant to the laws of the Republic of Malawi, of bringing into the Republic of Malawi reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and     7. provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC. |
| 1. Change in Laws |
| 27.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Malawi (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the period for completion of the Services or the Contract Price, then such period or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract.  27.2 Notwithstanding clause 27.1, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contract modification or a price adjustment. |
| 1. Services and Facilities |
| The Procuring and Disposing Entity shall make available to the Consultant, the Services and Facilities listed in the Contract. |
| 1. Payments to the Consultant |
| 1. Contract Price and Currency |
| * 1. The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing the estimated amount for a Time-Based contract.   2. Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC. |
| * 1. In consideration of the Services performed by the Consultant under the Contract, the Procuring and Disposing Entity shall make to the Consultant such payments in such manner as is provided by the Contract. |
| 1. Payment |
| * 1. The Contract Price shall be an estimated amount, based on the breakdown of cost estimates in the Contract.   2. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Consultant in the performance of the Services.   3. Fees for the personnel shall be determined on the basis of time actually spent by the personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services, or such other date as the Parties may agree in writing, and at the rates specified in the Contract. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract, unless otherwise specified in the SCC.   4. Reimbursable expenditures shall include costs actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the Contract.      * 1. The Consultant’s total remuneration shall not exceed the ceiling amount stated in the SCC. The Consultant shall notify the Procuring and Disposing Entity as soon as cumulative charges incurred for the Services have reached 80% of the ceiling amount.   2. Separate invoices shall be submitted for fees and for reimbursable expenditure. Invoices shall be supported by the documentation specified in accordance with clause 32.2. |
| * 1. A final payment shall be made against submission by the Consultant of a final statement, identified as such and approved by the Procuring and Disposing Entity.   2. The final statement shall be deemed approved by the Client ninety calendar days after receipt by the Procuring and Disposing Entity unless the Procuring and Disposing Entity, within this period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the deliverables, or the final statement.   3. Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Consultant to the Procuring and Disposing Entity within thirty days after receipt by the Consultant of a notice thereof.   4. Any such claim under clause 30.9 by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity. |
| 1. Payment Schedule and Advance Payment |
| * 1. All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.   2. Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.   3. Should the advance payment guarantee cease to be valid and the Consultant fails to re-validate it, the Procuring and Disposing Entity may make a deduction equal to the amount of the advance payment from future payments due to the Consultant under the contract.   4. If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Consultant. |
| 1. Payment Terms |
| * 1. Unless otherwise specified in the SCC, the Procuring and Disposing Entity shall make payment no later than thirty days after submission of a request for payment by the Consultant.   2. The Consultant’s request for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.   3. The Procuring and Disposing Entity shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission, or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment.   4. The Procuring and Disposing Entity shall not unreasonably withhold payment of any undisputed portion of a request for payment.   5. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.   6. If the Procuring and Disposing Entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest may be paid to the Consultant for each day of delay at the rate stated in the SCC. |
| 1. Price Adjustments |
| Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC. |
| 1. Settlement of Disputes |
|  |
| The Parties shall endeavour to settle amicably, all disputes arising out of or in connection with this Contract or its interpretation. |
| 1. Settlement through arbitration and litigation |
| * 1. Any dispute between the Parties as to matters arising pursuant to this Contract, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for settlement in accordance with the Arbitration Act of the Republic of Malawi.   2. Should all efforts on arbitration fail, then the aggrieved party may submit the matter to court. |

# Section 9: Special Conditions of Contract

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.

| **GCC clause reference** | **Special Conditions of Contract** |
| --- | --- |
| **GCC 1.1** | Agreement entered into by parties is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **GCC 3.1(d)** | Other documents forming part of the contract are: |
| **GCC 4.1** | The Contract shall be governed by the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.. |
| **GCC 5.1** | The language of the contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| **GCC 6.1** | The addresses for **Notices** are:  for the Procuring and Disposing Entity:  Street Address:  Name of the Building  Floor/Room number:  Postal Address:  Town/ City  **MALAWI**  Telephone:  Email:  For the Consultant:  Street Address:  Name of the Building  Floor/Room number:  Postal Address  Town/City:  **MALAWI**  Telephone:  Email: |
| **GCC 8.1** | The Authorised Representatives are:  for the Procuring and Disposing Entity:  for the Consultant: |
| **GCC 9.1** | The Supplier, Sub consultants, and their Personnel shall \_\_\_\_\_\_\_\_\_\_\_ pay such taxes, duties, Levies, fees, and other impositions as may be levied under the law of the Republic of Malawi. |
| **GCC 12.1** | The period within which the Services shall have commenced is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **GCC 13.1** | The period for expiration of the contract is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **GCC 18.3(b)** | The following activities are prohibited: |
| **GCC 20.1** | The risks and coverage shall be:  (i) Third Party motor vehicle  (ii) Third Party liability  (iii) Employer’s liability and workers’ compensation  (iv) Professional liability  (v) Loss or damage to equipment and property  (vi) Other |
| **GCC 21.1(c)** | The Procuring and Disposing Entity’s prior approval is also required for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **GCC 23.1** | The future use of documents is restricted as follows: |
| **GCC 26.1(g)** | The Procuring and Disposing Entity shall provide further assistance as follows: |
| **GCC 29.2** | Payments shall be made in: |
| **GCC 30.3** | Personnel time shall include: |
| **GCC 30.5** | The Consultant’s total remuneration shall not exceed: |
| **GCC 31.1** | The payment schedule shall be: |
| **GCC 31.2** | An Advance Payment may be granted upon providing \_\_\_\_\_\_\_\_\_\_\_\_.  The period of validity of the Advance Payment Guarantee shall be: |
| **GCC 32.1** | The Procuring and Disposing Entity shall make payment within \_\_\_\_\_ days of receipt of the request for payment |
| **GCC 32.2** | The following documentation shall be required to support requests for payment: |
| **GCC 32.4** | Interest may be paid on late payments at the rate of: |
| **GCC 33.1** | Prices charged by the Consultant [shall/ shall not] vary from the prices quoted in the Contract, unless the Contract is amended. |

# Section 10: Contract Forms

**Agreement**

This Agreement is made the…………. day of the month of ……………………… between ……………………… of ………………………………………….. (the “Procuring and Disposing Entity”) and ……………………………………….. of …………… (the “Consultant” ).

WHEREAS—

(a) the Procuring and Disposing Entity has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;

(b) the Consultant having represented to the Procuring and Disposing Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto agree as follows -

1. The documents forming the Contract shall be as stated and in the order of priority stated in the General Conditions of Contract.

2. The mutual rights and obligations of the Procuring and Disposing Entity and the Consultant shall be as set forth in the Contract, in particular, -

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring and Disposing Entity shall pay the Consultant the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For the Procuring and Disposing Entity

Name ………………………………. …in the capacity of ……………………………….

Signature………………………………

Witness ………………………..Signature………………………………….

For and on behalf of the Consultant

Name ………………………………. .. in the capacity of ……………………………….

Signature………………………………

Witness ……………………………Signature

*Note to Bidders: The Advance Payment Security should be on the letterhead of the issuing Bank and should be signed by a person with the proper authority to sign documents that are binding on the Bank.*

**Advance Payment Security**

Date: **[insert date (as day, month, and year) of Advance Payment Security]**

Procurement Reference No.: **[insert Procurement Reference number]**

To: **[insert complete name of Client]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Consultant]** (hereinafter called the “Consultant”) shall deposit with the Client a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter the “Guarantor”), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Client on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until **[insert day and month]***,* **[insert year]**.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Name: **[insert complete name of person signing the Security]**

In the capacity of **[insert legal capacity of person signing the Security]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the Security for and on behalf of: **[insert complete name of the Bank]**

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ **[insert date of signing]**

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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)