



Government of Malawi



Seed
GLOBAL HEALTH

**GOVERNMENT OF THE REPUBLIC OF MALAWI
THROUGH MINISTRY OF HEALTH AND SEED GLOBAL
HEALTH REQUEST FOR PROPOSALS DOCUMENT FOR
THE PROCUREMENT OF CONSULTANCY SERVICES**

Subject of Procurement	Consultancy Services for the Design of the Rehabilitation and Renovation of Chatinkha Maternity Unit, into a Maternal and Neonatal Center of Excellence at Queen Elizabeth Central Hospital (QECH), Malawi
Procurement Reference Number	COE/2025/001
Procurement Method	Request for Proposals
Basis of Selection	Quality and Cost Based Selection Method
Date of Issue of Request for Proposals Document	9th April, 2025
Date of submission:	7th May, 2025 at 2pm

Table of Contents

Part 1 - Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 - Schedule of Requirement

Section 6 – Terms of Reference

Part 3 - Contract

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Section 1: Instructions to Bidders

Contents

Section I. Instructions to Bidders	6
Criteria Maximum	25
Procurement Reference Number: COE/2025/001	46
Stage 4: Scheme Design & Planning	55
Stage 6: Production Information The Consultants shall	56
Stage 2: Strategic Brief	56
Stage 4: Scheme Design & Planning	57
Stage 6: Production Information	57
Stage 7: Tender Documentation, Tender Action and Mobilisation	58
Stage 8: Construction to Practical Completion	58
Table of Clauses	62
Section 7. General Conditions of Contract	62
1. Definitions	62
2. Corrupt Practices	63
3. Contract Documents	64
4. Law Governing the Contract	65
5. Language	65
6. Notices	65
7. Location	65
8. Authorized Representatives	65
9. Taxes and Duties	65
10. Eligibility	65
Commencement, Completion, Modification and Termination of Contract	66
11. Effectiveness of Contract	66
12. Commencement of Services	66
13. Expiration of Contract	66
14. Modification	66
15. Force Majeure	66
16. Termination	67
Obligations of the Consultant	68
17. General	68
18. Conflict of Interests	68
19. Confidentiality	69
20. Insurance to Be Taken Out by the Consultant	69
21. Consultant's Actions Requiring Client's Prior Approval	69
22. Reporting Obligations	69
23. Documents Prepared by the Consultant to Be the Property of the Client	70
Consultant's Personnel	70
24. Description of Personnel	70
25. Removal and/or Replacement of Personnel	70
Obligations of the Client	70

Part 1

26. Assistance and Exemptions.....	70
27. Change in Laws	71
28. Services and Facilities	71
Payments to the Consultant	72
29. Contract Price and Currency.....	72
30. Payment Schedule and Advance Payment	72
31. Payment Terms	72
32. Price Adjustments.....	73
Settlement of Disputes.....	73
33. Amicable Settlement	73
34. Dispute Settlement.....	73
Table of Forms	77
Appendix A Description of Services.....	78
Appendix B Key Personnel and Sub-Consultants	78
Appendix C Breakdown of Contract Price/Cost Estimates	78
Appendix D Services and Facilities Provided by the Client.....	79
Signed: [signature of person whose name and capacity are shown above]	79

Section I. Instructions to Bidders

General

Scope of Proposal

The Procuring Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals for the consulting services described in Section 6, Terms of Reference. The proposal could form the basis for future negotiations and ultimately a contract between your firm and the Procuring Entity.

The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.

The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When 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 Entity.

Source of Funds

The Procuring Entity has an approved budget from Seed Global Health. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals is issued.

Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

Eligible

Bidders A

Bidder shall:

- have the legal capacity to enter into a contract;
- not be 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
- have fulfilled their obligations to pay taxes according to the tax laws of their country of registration.

In order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Proposal appropriate documentary evidence demonstrating its compliance.

All bidders (including all members of a joint venture, subconsultants and Personnel) shall have the nationality of an eligible country, as defined in Section 5, Eligible Countries.

Part 1

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

A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 5.1(c), at the date of the deadline for proposal submission or thereafter, shall be disqualified.

Conflict of Interest

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

A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a 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.

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 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 Entity in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

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

Part 1

manner acceptable to the Government throughout the procurement process and the execution of the Contract.

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

No agency or current employees of the Procuring Entity shall work as a Consultant under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. Bidders should be aware that existing government employees can only be nominated as personnel in Technical Proposals in accordance with the Government of Malawi's current regulations concerning external employment for government employees.

If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring 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.

Corrupt or Fraudulent Practices

The Government requires that Procuring Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government: defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

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

will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in

Part 1

corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

will 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.

Request for Proposals Document

Sections of Request for Proposals Document

The Request for Proposals Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

Part 1 Bidding Procedures

- ☐ Section 1 Instructions to Bidders (ITB)
- ☐ Section 2 Bid Data Sheet (BDS)
- ☐ Section 3 Evaluation Criteria
- ☐ Section 4 Bidding Forms
- ☐ Section 5 Eligible Countries

Part 2 Schedule of Requirements

- ☐ Section 6 Terms of Reference

Part 3 Contract

- ☐ Section 7 General Conditions of Contract (GCC)
- ☐ Section 8 Special Conditions of Contract (SCC)
- ☐ Section 9 Contract Forms

Clarification of Request for Proposals Document

Bidders requiring a clarification of the Request for Proposals Document must notify the Procuring Entity, in writing, not later than fourteen (14) days before the proposal submission date. Any request for clarification shall be sent to the Procuring Entity's address indicated in the BDS. The Procuring Entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders.

Amendment of Request for Proposals Document

At any time before the submission of proposals, the Procuring 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 amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

Preparation of Proposals

Part 1

Preparation of Proposals

You are requested to submit separate technical and financial proposals.

In preparing the proposal, you are expected to examine all terms and instructions included in the Request for Proposals Document. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Procuring Entity before submitting a proposal and attend a pre-proposal conference if specified in the BDS. Bidders must fully inform themselves of local conditions and take them into account in preparing their proposal.

The Procuring Entity shall provide the inputs specified in the Terms of Reference, assist the Supplier in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the Assignment;

Please note that the Procuring Entity is not bound to accept any of the proposals submitted.

Language of Proposals

The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring Entity, shall be written in English.

Study reports must be in the Language(s) specified in the Terms of Reference. Working knowledge of the national language by the firm's personnel is recommended.

Joint Ventures, Associations and Subcontracting

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 as appropriate.

Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.

International Bidders for large contracts are encouraged to seek the participation of national

Consultants by entering into a joint venture with, associating with or subcontracting part of the assignment to national Consultants.

Part 1

The same subconsultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS.

Professional Staff

The estimated number of key professional staff-months required for the Assignment is stated in the BDS. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. Alternatively, for fixed-budget assignments, the available budget is given in Section 3, Evaluation Criteria and the Financial Proposal shall not exceed this budget.

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.

Proposed staff should have experience under conditions similar to those prevailing in the Republic of Malawi.

No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Contents of Technical Proposals

Your technical proposal shall provide the following and any additional information, using the formats included in Section 4, Bidding Forms:

The Technical Proposal Submission Sheet (Section 4, Form T1);

A brief description of the Bidder's organization 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;

Any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring Entity (Section 4, Form T3);

A description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);

The composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);

CVs recently signed by the proposed key professional staff or an authorized manager. (Section 4, Form T6). Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;

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;

Part 1

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); and

Any additional information requested in the BDS.

The technical proposal shall not include any financial information.

Contents of Financial Proposals

The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Bidding Forms:

Financial Proposal Submission Sheet (Section 4, Form F1);

Summary of Proposal (or Activity) Price (Section 4, Form F2);

Summary of Fees (Section 4, Form F3);

Summary of Reimbursables (Section 4, Form F4);

and Any additional information requested in the BDS.

The total proposal price shall be broken down into the following cost components using the appropriate forms:

Fees for staff, indicating rates for home and field work, where appropriate; and

Reimbursable expenditure, such as subsistence, transportation for mobilisation and demobilisation, services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.

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.

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), 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.

The completed financial proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the: breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;

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 Sheet.

Currencies of Proposal

Bidders may express the price of their services in Malawi Kwacha or any freely convertible currency, unless otherwise indicated in the BDS. Bidders may not use more than three currencies. The Procuring Entity may require

Part 1

Bidders to state the portion of their price representing local cost in Malawi Kwacha, if so indicated in the BDS.

Submission and Opening of Proposals

Submission of Proposal

Bidders shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the BDS. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed 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 address and information indicated in the BDS. The envelope shall be clearly marked: **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE INTERNAL PROCUREMENT COMMITTEE."**

In the event of any discrepancy between the copies of the proposals, the original shall govern. 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. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. All pages of the technical proposal shall be initialled by the person or persons signing the proposal.

The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the person or persons signing the proposal.

The completed technical and financial proposals shall be delivered on or before the time and date stated in the BDS to the address indicated in ITB Sub-Clause 16.1. The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposal. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Bidder.

Validity of Proposal

The proposals shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, Bidders shall keep available the professional staff proposed for the assignment. The Procuring Entity shall make its best effort to complete negotiations within this period.

Part 1

Withdrawal, Substitution and Modification of Proposals

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 ITB Sub-Clause 16.2. The corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

Submitted in accordance with ITB Clause 16 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked

“Withdrawal,” “Substitution,” or “Modification;” and

Received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITB Sub-Clause 16.5.

Proposals requested to be withdrawn in accordance with ITB Sub-Clause 18.1 shall be returned unopened to the Bidders.

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.

Proposal Opening

The Procuring 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.

First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder. Envelopes marked “MODIFICATION” shall be opened 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.

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 Entity may consider appropriate.

No proposal shall be rejected at proposal opening except for late proposals, in accordance with ITB Sub-Clause 16.4. Only proposals that are opened and read out at the proposal opening shall be considered further.

The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals

Part 1

shall have no access to the financial proposals until the technical evaluation is concluded and the result established.

The Procuring 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.

Evaluation of Proposals

Confidentiality

Information relating to the examination, evaluation and comparison of proposals, and recommendation for contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation and comparison of the proposals or Contract award decisions shall result in the rejection of its proposal.

Clarification of Proposals

To assist in the examination, evaluation and comparison of the proposals, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its proposal. Any clarification submitted by a Bidder in respect to its proposal, that is not in response to a request by the Procuring Entity, shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. 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 Entity in the financial evaluation of the proposals, in accordance with ITB Clause 27.

Responsiveness of Proposals

The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

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:

affects in any substantial way the scope, quality, or performance of the Consultancy

Services specified in the Contract; or limits in any substantial way, inconsistent with the Request for Proposals, the Procuring Entity's rights or the Supplier's obligations under the Contract; or if rectified would

Part 1

unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.

If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Nonconformities, Errors and Omissions

Provided that a proposal is substantially responsive, the Procuring Entity may waive any nonconformities or omissions in the proposal that do not constitute a material deviation.

Provided that a proposal is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Bidder to comply with the request may result in the rejection of its proposal.

Preliminary Examination of Proposals

The Procuring Entity shall examine the proposals to confirm that:

the Bidder meets the eligibility criteria defined in ITB Clause 3; the proposal has been properly signed; all documents and information requested in ITB Clause 13 have been provided; and the proposal is substantially responsive to the requirements of the RFP document.

The Procuring Entity shall confirm that the following documents and information have been provided:

Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;

Separately sealed financial proposal;

Written confirmation of authorization to commit the Bidder;

Any other documentation as may be required by the Procuring Entity

If the proposal fails to meet the criteria specified in ITB Sub-Clause 24.1, it shall be rejected.

Technical Evaluation of Proposals

The Procuring 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.

Part 1

The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

Financial Proposal Opening

After the technical evaluation is completed, the Procuring 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 Entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date and time set for opening the financial proposal(s). The opening date shall not be sooner than one week after the notification date. The notification will be sent in writing.

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 Entity shall prepare minutes of the public opening.

Financial Evaluation of Proposals

The Procuring Entity shall financially evaluate each proposal that has been opened as stated in ITB Clauses 26.1 and 26.2 above.

The Procuring Entity will determine whether the financial proposals are complete. In the case of lump sum contracts, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The Procuring Entity will correct any arithmetical errors on the following basis:

- (a) ***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 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;***
- (b) ***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; and***
- (c) ***if 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.

Part 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.

The Procuring 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 calendar days prior to the date of submission of the proposals, as specified in the BDS.

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 ITB Sub-Clause. 14.3, unless otherwise indicated in the BDS.

Comparison of Proposals

The Procuring Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation Criteria.

Negotiations

Prior to the expiry of proposal validity, the Procuring Entity shall notify the successful bidder in writing and invite it to negotiate the Contract at the location indicated in the BDS.

The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

Negotiations shall commence with a discussion of the technical proposal, including the proposed methodology, work plan, staffing and any suggestions to improve the TOR. 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 Entity to ensure satisfactory implementation of the Assignment.

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.

Having selected the lowest evaluated proposal on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Procuring Entity shall require assurances that the staff members will be actually available. The Procuring 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.

Part 1

The negotiations shall be concluded with a review of the draft form of the contract. The Procuring Entity and the Bidder shall finalise the contract to conclude negotiations. If negotiations fail, the Procuring Entity shall invite the next ranked Bidder to Contract negotiations.

Award of Contract

Award of Contract

The Procuring Entity shall award the 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 3.

Notwithstanding ITB Sub-Clause 30.1, the Procuring 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 thereby 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 Entity's action.

The Bidder whose proposal has been accepted will be notified of the award in writing by the Procuring Entity prior to expiration of the proposal validity period. Following contract award, the Procuring Entity shall promptly inform the other Bidders that their proposals have not been selected.

The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003

Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1	The Procuring Entity is: Seed Global Health
ITB 1.2	Consultancy Services for Design of the Rehabilitation/Renovation of Chatinkha Maternity Unit, into a Maternal and Neonatal Center of Excellence at Queen Elizabeth Central Hospital (QECH), Malawi “See the attached detailed needs from the client”
B. Request for Proposals Document	
ITB 7.1	<p>For clarification purposes only, the Procuring Entity’s address is:</p> <p>The Chairperson, Internal Procurement & Disposal Committee, Seed Global Health Area 10, Plot 12/185, Off Zomba Street, Bua Road P.O. Box 30111 Capital City, Lilongwe 3 Malawi Telephone No.: 0884340771/0888 765 042</p>
C. Preparation of Proposals	
ITB 9.3	<p>A mandatory pre-proposal meeting Shall be held at Queen Elizabeth Central Hospital, Chatinkha Obstetrics and Gynaecology Department Conference Room. Date of pre-proposal conference: 23rd April, 2025 at 9:00 am Telephone No.: 0888 765 042</p>

Part 1

	Individuals are expected to cover own travel costs. Proposals from a firm that fails to attend this meeting will not be considered.
ITB 10.1	The language of the proposal is English.
ITB 11.1	A Bidder must obtain the Procuring Entity's permission to enter into a Joint Venture with other Consultants not invited for this assignment.
ITB 11.2	A Bidder shall not associate with other Bidders invited for this assignment.
ITB 11.4	Limits on subcontracting are: The bidder shall not subcontract any part of the assignment without the written consent of the Procuring Entity.

Instructions to Bidders (ITB) reference	Data relevant to ITB
ITB 12.1	The estimated number of key professional staff-months is: To be stated by the Consultants in the Technical and Financial Proposals but the duration of the assignment is 8 weeks from the date of commencement of the contract.
ITB 13.1 (i)	The technical proposal shall include the following additional information: None
ITB 14.1 (e)	The financial proposal shall include the following additional information: None

Part 1

ITB 14.3	The total proposal price shall be broken down into separate activities.
ITB 14.4	The financial proposal may indicate local taxes as a separate amount.
ITB 15.1	Bidders shall express the price in Malawi Kwacha for all consultancy services.
D. Submission and Opening of Proposals	
ITB 16.1	Submit One original and Four copies of the proposal plus the soft copy in flash disk.
ITB 16.1	<p>The <u>address for proposal submission</u> is:</p> <p>The Chairperson, Internal Procurement & Disposal Committee, Seed Global Health Area 10, Plot 12/185, Off Zomba Street, Bua Road P.O. Box 30111 Capital City, Lilongwe 3 Malawi Telephone No.: 0884340771/ 0888765042</p> <p>In addition to the address, the outer envelope shall bear the following information:</p> <ol style="list-style-type: none"> The procurement reference number The title of the assignment The name and address of the Bidder.
Instructions to Bidders (ITB) reference	Data relevant to ITB

Part 1

ITB 16.2	The representative's authorization shall be confirmed by a written Power of Attorney.
ITB 16.4	The deadline for proposal submission is: Date: 7th May 2025 Time: 2pm (local time)
ITB 17.1	The proposal validity period shall be 120 days.
ITB 19.1	For <u>proposal opening purposes</u> only, the Procuring address is: Entity's The Chairperson, Internal Procurement & Disposal Committee, Seed Global Health Area 10, Plot 12/185, Off Zomba Street, Bua Road P.O. Box 30111 Capital City, Lilongwe 3 Malawi Telephone No.: 0884340771/ 0888 765 042
E. Evaluation of Proposals	
ITB 27.5	The currency that shall be used for proposal evaluation and comparison purposes is Malawi Kwacha.
ITB 27.6	The evaluation shall include all taxes, duties, fees, levies and other charges.
ITB 29.1	For <u>negotiations purposes</u> only, the Procuring Entity's address is: The Chairperson, Internal Procurement & Disposal Committee, Seed Global Health Area 10, Plot 12/185, Off Zomba Street, Bua Road P.O. Box 30111 Capital City, Lilongwe 3 Malawi

Part 1

	Telephone no,: 0884340771/0888 765 042
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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 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 CQBS (Cost and Quality Based Selection)

2. Technical Evaluation Criteria

The minimum required professional experience of proposed key staff after professionally qualified is:

- a) Team Leader - Ten (10) years of active experience in team leadership and co-ordination of the project with the other services providers, facilitate the flow of information between other entities involved in the process and **MUST** be registered and paid-up member with relevant professional bodies and Institutions in their field of specialization (Architecture, Quantity Surveying or Structural Engineering). Note that Team Leader **MUST NOT** assume any other leading role like (Project Architect, Project Quantity Surveyor etc).
- b) Architect – At least Five (5) years of active design work, with project designing experience and **MUST** be registered and paid-up member with Board of Architects and Quantity Surveyors (BoAQS) and Malawi Institute of Architects (MIA).

Part 1

- c) Quantity Surveyor – At least Five (5) years’ experience in projects of similar nature and **MUST** be registered and be paid up member with Board of Architects and Quantity Surveyors (BoAQS) and Surveyors Institute of Malawi.
- d) Civil/Structural Engineer – At least Five (5) years’ experience in projects of similar nature and **MUST** be registered and paid-up member with Malawi Institute of Engineering (MIE)..
- e) Mechanical and Electrical (M&E) Engineers - At least Five (5) years in projects of similar nature and **MUST** be registered and paid-up member with Malawi Institute of Engineering (MIE).
- f) Clerk of Works – At least Five (5) years’ experience in projects of similar nature and **MUST** have a diploma in Architecture/ Engineering/ Construction Management/ Construction Technology. Alternatively, NCIC Foremanship Certificate Level 1 & 2 or Malawi Craft Certificate in Bricklaying or Grade 1 in Bricklaying or TEVETA Certificate in any fields mentioned above.
- g) Landscape Architect – At least Five (5) years’ experience in projects of similar nature and **MUST** be registered and paid-up member with Board of Architects and Quantity Surveyors (BoAQS) and Malawi Institute of Architects (MIA).
- h) Land surveyor – At least Five (5) years experience in projects of similar nature and **MUST** be registered and be paid up member with Board of Surveyors Institute of Malawi.

The technical criteria and maximum number of points to be given under each are:

Criteria	Maximum Points
(a) Specific experience of the firm related to hospital project (Provide evidence) 20	
(b) Adequacy of the proposed work plan and methodology 25	
in responding to the TOR	
(c) Qualifications and competence of the key staff for the Assignment 30	
(d) Suitability of the skills transfer program (training) 5	
(e) Suitability of strategies of dealing with delays 20	

The proposals proceeding to the financial evaluation shall be:

All proposals reaching the minimum technical score of: **70** points

3. Financial Evaluation and Comparison of Proposals

Proposals will be compared using the following methodology to determine the best evaluated proposal:

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:

$$\mathbf{Sf = 100 \times Fm/F} \quad \text{in which:}$$

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:

$$\mathbf{S = (St \times T\%) + (Sf \times P\%)}$$

The weights given to the scores of the Technical and Financial Proposals are:

$$\mathbf{T = 70}$$

$$\mathbf{P = 30}$$

Section 4 Bidding Forms

List of Forms

Technical Proposal – Standard Forms

- T1 Technical Proposal Submission Sheet.
- 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. It should be included by the Bidder in its technical proposal.

Part 1

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 Entity]** We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) 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;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) 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;
- (e) 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]**;
- (f) We do not have any conflict of interest as defined in ITB Clause 4;
- (g) We, our affiliates or subsidiaries – including any sub-consultants for any part of the assignment - are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi in accordance with ITB Sub-Clause 5.1(c);
- (h) 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 Entity.

Part 1

- (i) The names and physical addresses of the Directors 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

- (j) 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;
- (k) 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;
- (l) We understand that you are not bound to accept any proposal that you may receive;

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

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

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

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

Dated on _____ day of _____, _____ **[insert date of signing]**

Part 1

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

[Using the format below, provide information on relevant assignments carried out in the last five years which best illustrate your experience, where your firm/entity (and each associate for the assignment) provided services similar to the ones requested under this assignment. Please provide the name and contact details of the officer responsible for management by the client for each assignment.]

Assignment Name:	Approx. value of the contract (in current MWK)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months:
Contact Name	Contact Details
Address:	Approx. value of the services provided by your firm (in current MWK)
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	N ^o of professional staff-months provided by associated Consultants:
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	

Part 1

Narrative Description of Project:
Description of Actual Services Provided by Your Staff:

Bidder's Name: _____

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

(including the data, services and facilities to be provided by the Procuring 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 Entity e.g. administrative support, office space, local transportation, equipment, data, counterpart staff etc.]

Part 1

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 four chapters:

- a) **Technical Approach and Methodology,**
- b) **Work Plan,**
- c) **Organization and Staffing and**
- d) **Strategies on how you will deal with delays to deliver on time**

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 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) **Organization 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

d) **Strategies on how you will deal with delays to deliver on time.**

In this chapter you should state the measures you shall take to deal with delays as it has been observed that most contracts do not end on time.

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

Part 1

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

Part 1

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]* _____

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:
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Part 1

<i>[list all tasks to be performed under this assignment]</i>	<i>[indicate the following information for those assignments that best illustrate the member of staff's capability to handle the tasks listed under point 11]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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13. Certification:

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

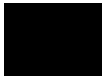
Date:

Signature of staff member or authorised representative of the staff

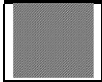
Day/Month/Year

Full name of authorised representative: _____

Part 1



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 <i>(specify weeks)</i>											
		1st	2nd	3rd	4th	5th	6th	7th	8th				

Part 1

[illegible]

Part 1

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. It should be included by the Bidder in its financial proposal.

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 Entity]** We, the undersigned, declare that:

- (a) 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;
- (b) 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]**;
- (c) 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;
- (d) 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

- (e) We understand that you are not bound to accept any proposal that you receive;

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

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

Part 1

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

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

Dated on _____ day of _____, _____ **[insert date of signing)**

Part 1

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			
Local taxes			
Subtotals			

Part 1

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 <i>(Days/months etc)</i>	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.

Part 1

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 Entity. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

Section 5. Eligible Countries

Procurement Reference Number: COE/2025/001

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

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the provision of the services required; 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 procurement of services from that country or any payments to persons or entities in that country.

Part 2

Part 2 – Schedule of Requirements

Section 6 – **Terms of Reference**

Section 6. Terms of Reference

Procurement Reference Number: COE/2025/001

6.1 Background Information

The Ministry of Health and Seed Global Health invite proposals for the **Rehabilitation and Renovation of Chatinkha Maternity Unit, into a Maternal and Neonatal Center of Excellence at Queen Elizabeth Central Hospital (QECH), Malawi**

Payment by seed Global Health will be made at the request of the Ministry of Health. The Terms of Reference (TORs) for the Consultancy are set out in the following sections. The services shall be provided under the coordination of Ministry of Health. The Unit shall represent the client, under the Contract for the Consultancy Services.

6.2 Objective

The broad objective of the assignment is the efficient and cost-effective design, of the physical infrastructure consisting of Maternal and Neonatal Center of Excellence.

The Specific objectives are (i) to complete the architectural, structural and services design of the Building and landscape, and prepare all the necessary drawings, schedules, specifications, bills of quantities and standard bidding documents, (ii) provide as built drawings for the Building and operating and maintenance manuals for equipment and other specialist services installed.

6.3 Scope

The assignment is for the full architectural, quantity surveying, land surveying, structural/civil engineering and building services engineering consultancy services to meet each of the specific objectives in Section 6.2 above. Actions required under the assignment shall include carrying out studies as may be necessary to determine the feasibility of the Client's requirements and to review with the Ministry of Health, on behalf of the client, alternative proposals and cost implications. An outline of the scope of the services is as follows:

6.3.5 Scope of Works

Rehabilitation and renovation of Chatinkha Maternity Unit, into a Maternal and Neonatal Center of Excellence at Queen Elizabeth Central Hospital (QECH), Malawi:

#	STRUCTURE	SCOPE
1	Labor ward	<ul style="list-style-type: none"> • Entrance with an ambulance bay (should be spacious) • Triage area • laundry room which can fit heavy duty washing and drying machines • Waiting area • 3 assessment rooms with audio and visual privacy consideration and interactive • 2 spacious emergency rooms • Data entry room • 4-bed-Emergency / stabilization unit, right in Labour ward. Closed off for heat management, but fully visible from the rest of the Labour ward. • 3 Offices relocation for Chatinkha leadership • Latent phase women room (spacious) • Rest room for male midwives with toilet and bathrooms • Rest room for female midwives with toilets and bathroom • Kitchen without cooking facilities (with improved design) • Dinning room 15-20 number officers' capacity

		<ul style="list-style-type: none">• Consideration for fire and safety• Ultra sound room to accommodate 2 Ultra sound machines (spacious)• Mini laboratory• Storage room (spacious)• Maintain 2 sections in the Labor wards; delivery rooms should be self-contained with 24 bed capacity (improve the design to cater for air circulation)• Central sterilizing room (spacious)• Sluice room (spacious)• Recovery room (10 bed capacity)• Grieving room 2 bed capacity (with a design to provide hope and allow for consolation)• Intern doctors resting room 2 bed capacity (we can place bunk beds)• Centralized nurses' station to have a view of both sections in the labour ward• Data entry and documentation room• Make a provision for cabinets DDA• Properly located solar battery room and genset house• 2 additional theatres (with all supporting rooms)• Equip the minor theatre• HDU 8 bed capacity
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		<ul style="list-style-type: none"> • 10 bed recovery room with an access to toilets and showers • Mini mortuary for neonates • Counselling room • Teaching room for minimum of 15 student doctors • Conference room that can sit atleast 20 people • 3 offices with 1 shared WCs (for in charge, matron and doctor) • 4 bed capacity ICU with all the supporting facilities • 4 bed capacity HDU with all the supporting facilities • Toilets and showers to cater for staff • 2 Support staff resting rooms • 2 single beds restrooms close to supporting staff room
2	Post-natal ward	<ul style="list-style-type: none"> • Nurses station should be moved and brought close to the patient's bay • Provide for HDU with a 4 bed capacity • Isolation room • Grieving room should be redesigned to be a conducive room provide hope, privacy and consolation, rooms to be spacious enough to allow for family members • Counseling room

		<ul style="list-style-type: none"> • sluice room • Laundry room which can accommodate heavy duty sinks for washing, heavy duty washing and drying machines • 3 resting rooms each with a 2 bed capacity (For doctors, midwives and support staff) • Provide adequate toilets and bathrooms • Provide for laundry drying area • Neonatal examination room • Increase the entry lobby to the nursery • Increase the number of toilets, bathrooms and staff room for nurses
3	Kangaroo mother care wing	<ul style="list-style-type: none"> • 55 bed capacity KMC unit • Mini mortuary (10 babies' capacity) • Nurses' Station • Mothers' common room / Lactation room • Fathers' Common room • Visitors' station • Space for counselling and grieving • Milk bank (storage) • Milk Preparation Room (Kitchen) • Room for mothers to express breast milk • 3 Matron's offices, 3 Clinical Consultant Offices (6 in total)

		<ul style="list-style-type: none"> • Conference room • Storage room (Mothers storage, equipment storage (Clean vs unclean), Drugs)
4	Nursery	<ul style="list-style-type: none"> • 10-bed ICU for Neonates (NICU- 8 beds + 2 ‘Isolation beds’) adjacent to the Labour ward (Accommodate 10-mother beds and 10-baby units (Radiant warmer, wash basin, power points, walled O2 access, Walled suction vacuum, walled air access points, Ventilation / CPAP, and accessories). Own toilet, bathroom, changing room, Nurses station, Isolation room, sluice. This unit sits between the Labour ward and the rest of the Neonatal unit. • 1 Data and records room • Restroom for doctors and nurses • Restrooms and Bathrooms for mothers AND also for Fathers. • Examination room for mothers • Nurses station should be moved and brought close to the patient’s bay • Grieving room to provide hope, privacy and consolation, to be spacious enough to allow for family members • Counseling room • Provide for laundry drying area

		<ul style="list-style-type: none"> • Provide for laundry with heavy duty sinks for postnatal mothers • Neonatal procedures' room • Emergency resuscitation room • Increase the entry lobby to the nursery • Enclosed corridor directly linking from the Labor ward to the nursery • Separate room for surgical Neonatal cases (20 patients' capacity) include nurses station • 20 HDU capacity; 16 'clean,' and 4 'isolation'. With facilities for CPAP, Oxygen, IV fluids support. Demarcated into two sections (Preterm side and term side). All with provision for the mother's bed and the baby's resuscitaire / Cot • We asked for 65 capacity, Neonatal Special care / Low risk capacity section. Demarcate into Preterm section and Term section. Includes a 4 Isolation capacity. • Increase toilets, bathrooms and staff room for nurses
5	ANTENATAL WARD	<ul style="list-style-type: none"> • Nurses station should be moved and brought close to the high risk patient's bay • Provide for HDU with a 4 bed capacity

		<ul style="list-style-type: none">• Isolation room• mothers examination room• Counseling room with a bed• sluice room• Laundry room which can accommodate heavy duty sinks for washing, heavy duty washing and drying machines• 3 resting rooms each with a 2 bed capacity (For doctors, midwives and support staff)• Provide adequate toilets and bathrooms• Provide for washing facilities and drying area• Increase the number of toilets, bathrooms and staff room for nurses• Ultra sound room that can fit 4 machines
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Part 2

6.4 Specific Duties and Responsibilities of the Consultants.

A. DESIGN AND DOCUMENTATION

Stage 1. Appraisal

The consultants shall conduct a preliminary appraisal of the project by: -

- 1.1 Obtaining information about the site including survey drawings and reports prepared by others, if any.
- 1.2 Opening discussion with the client to review and confirm instructions.
- 1.3 Confirmation of the requirements produced in the Scope of Works, including time scale and financial limit.
- 1.4 Establishing with the client other details of the project.
- 1.5 Making an initial visit to the site and carrying out an appraisal of the site and existing buildings, if any.
- 1.6 Carrying out site services surveys and detailed surveys of existing buildings, if any, which will be relevant to the scope of work.
- 1.7 Carry out soil investigations for foundation design.

Stage 2: Strategic Brief

The consultants shall:

- 2.1 Organize and define roles and responsibilities of team members and method of Communication and reporting including methods of work, methods of obtaining and recording information, agree sources and presentation of cost information, agree check list of actions to be taken, agree timetable and agree programming.
- 2.1 Establish facts about boundaries, right of way, easements, etc.
- 2.2 Make enquiries with Local Authorities, Local Planning Authorities, etc.
- 2.3 Review with the Client, construction approaches and cost implications.
- 2.4 Advise on all necessary applications for planning permission.
- 2.5 Consult with the Client before carrying out necessary work to show possible alternative approaches with particular reference to cost constraints.
- 2.6 Prepare project appraisal in terms of cost range with quality indication: to conform to the Client's cost limit and state feasibility of alternative solutions with sketches and diagrams etc.

Part 2

Stage 3: Outline Proposals

The Consultants shall: -

- 3.1 Develop the Design Brief into preliminary design drawings.
- 3.2 Develop the Design brief into preliminary civil/structural and services engineering drawings;
- 3.3 Prepare cost estimates and discuss both the detailed proposals and the cost estimate with the Client for approval;
- 3.4 Implement cost planning and control mechanisms; and
- 3.5 Prepare presentation drawings, models (if required), and other technical information for the Client

Stage 4: Scheme Design & Planning

The Consultants shall

- 4.1 Develop a scheme design from the approved design proposals;
- 4.2 Prepare and monitor a preliminary timetable for construction;
- 4.3 Consult with planning, building control, fire, environment, licensing authorities and statutory undertakers;
- 4.4 Prepare and submit applications for full planning permission, make revisions to the scheme design to deal with requirements of planning authorities, revise and resubmit planning applications until approval is obtained.

Stage 5 Detail Design and Final Proposal

The Consultants shall carry out the following activities in the development of the detailed design from scheme design: -

- 5.1 Develop the working drawings, production information and prepare cost estimates;
- 5.2 Prepare and submit applications for approval under building acts and/or approval under statutory requirements and make all necessary revisions;
- 5.3 Prepare building notices under building acts and or regulations;
- 5.4 Prepare the following production information:
 - (i) Production drawings;
 - (ii) Specifications;
 - (iii) Door, window, ironmongery schedules and the like.
 - (iv) Bills of Quantities

Part 2

Stage 6: Production

Information The Consultants

shall

- 6.1 Prepare the final production information in sufficient detail to enable tenders to be obtained;
- 6.2 Complete the preparation of all information required for the construction of the Works;
- 6.3 Review cost estimates.
- 6.4 Obtain the Client's approval of all the production information produced at this stage.

6.6 Counterpart Staff

The client will not provide any counterpart staff. However, the consultant shall liaise and coordinate with professional personnel of the Client's representative.

6.6.1 Reporting Requirements And output

All reports expressly or implicitly required by the terms of reference shall conform to generally accepted professional standards. Procurement activities and reports shall be carried out and prepared in compliance with the Public Procurement Act, 2003 and all regulations and instructions issued pursuant to the Act. The consultants shall exercise their professional judgment on the number, frequency and nature of reports to be submitted but the following are listed to illustrate the minimum number and standard of reporting expected:

Stage 1. Appraisal

1. A report that will (i) Clearly identify or reconfirm the client's requirements and any possible constraints on the project; and (ii) highlight studies carried out by the Consultants to enable the client to confirm its cost limit or decide on a new cost limit for the project and identify a probable procurement method.
2. A Site Investigation report and
3. Concept site layout and budget cost estimate shall be submitted.

Stage 2: Strategic Brief

A brief (i) outlining the requirements of the project; (ii) future actions on behalf of the Client with the client confirming key requirements and constraints. The plan will also confirm the organizational procedures, organizational structure and range of consultants and specialists available or to be engaged for the project. Once accepted the brief will become the responsibility of the Client.

Stage 3: Outline Proposals

An appraisal report and recommendation will enable the client to decide the form in which the project is to proceed. The recommendation shall be demonstrated to be functionally, technically and financially feasible. Outline design proposals and cost estimates shall be prepared and submitted. The report shall be comprehensive, soundly researched on the budget cost estimates. It shall include a programme for the process up to and including works procurement.

Stage 4: Scheme Design & Planning

A report containing detailed proposals on the layout, design and construction submitted for the purpose of obtaining the Clients authoritative approval of the outline proposals. An application for the full development control shall be made after the client's approval.

Stage 5: Detail Design and Final Proposal

1. A report on the completion of the brief containing decisions made on the planning arrangement, appearance, outline specification and cost of the project. All planning approvals shall be obtained at this stage. Drawings submitted shall include Architectural, structural/civil works, landscaping, mechanical, electrical, sanitary and specialist services drawings for each building or structure including, but not limited to;
 - a. Site Plans
 - b. Floor Plans
 - c. Elevations
 - d. Sections
 - e. Assembly Details
 - f. Door and Window Schedules
 - g. Finishes Schedules
 - h. Bills of Quantities
 - i. Specifications
 - j. Standard Bidding Document
2. Complete set of information and documents necessary for tenders to be obtained.
3. A detailed cost estimate based on the bills of quantities (pre-bid estimate)

Stage 6: Production Information

1. Complete set of information and documents in sufficient detail required under the building contract to complete all the construction.
2. Electronic copies of all drawings and details in AutoCAD 2010 or other compatible format and all tender documents in MS Word 2007 format on CD's

Part 2

Stage 7: Tender Documentation, Tender Action and Mobilisation

1. At least six sets of bidding documents as listed in Section 5;
2. A draft invitation for bids to be approved and published by the Client;
3. At least three copies of each bid received;
4. A draft bid evaluation report including the post-qualification of bidders;
5. Addenda to the bidding documents as may become necessary during bid preparation and incorporation into all documents;
6. Contract award letters if delegated by Client;
7. Six copies of contract documents; and
8. Minutes of pre-contract meetings with the client and the contractor.

Stage 8: Construction to Practical Completion

1. Minutes of all meetings issued within five working days of the meeting. The minutes shall contain the following as a minimum requirement:
 - a. Issues discussed;
 - b. Recommendations made and agreements reached;
 - c. Further actions required and parties concerned; and
 - d. Target dates for actions or other objective criteria for the assessment of progress.
 - e. Brief reports on tasks completed, time spent and estimates of the time required for the completion of the remaining tasks and/or works

2 Progress Reports

- (a) The consultants shall submit monthly progress reports as part the minutes on the monthly site meetings. Such reports shall indicate elemental progress achieved for each building and the external works and provide an assessment of the overall progress against the construction programs. The report shall be attached to the minutes of the site meeting for the relevant month.
- (b) The consultants shall submit quarterly progress reports, which shall consolidate the monthly progress reports and examine issues addressed in site meetings as well other factors affecting progress in greater depth. The reports shall make recommendations for the improvement of progress, maintenance of quality of the works and a cost appraisal of the contracts. The report shall be issued during but not later than the second week of the month following the reporting quarter.

3. Certificates

The following certificates shall be in any format chosen by the team leader of the consultant's subject to provisions of the construction contracts.

1. Extension of completion date;

Part 2

2. Practical Completion; and
3. Certificate of Making Good Defects

Monthly payment certificates shall be in the Ministry of Health standard form. The amounts shall be transferred to the certificate from a valuation breakdown that shall be sufficiently detailed and clear to enable the reading of amounts certified for each building element and section of external works. Payment Certificates shall be issued within ten days of the site valuation day or the date of receipt by the Consultants of a valuation prepared by the contractor.

4. Cost Reports and Final Accounts

Cost reports shall be submitted every quarter and shall indicate in detail amounts to be omitted from or added to the contract prices. Expected headings are as follows:

1. Prime Cost and Provisional Sums;
2. Provisional Quantities;
3. Instructions;
4. Loss and expense claims; and
5. Statutory Price Fluctuations.

The final cost report shall be the final account to be signed by the client and the contractor and witnessed by the consultants. All additions and omissions to the contract price shall be justified by detailed workings, receipts/invoices and other documents in a transparent and accountable manner. The cost reports shall be issued during but not later than the second week of the month following the quarter of the report.

Section 9: Maintenance during Defects Liability Period

1. As built drawings submitted by main contractor;
2. As built drawings submitted by specialist sub-contractors;
3. Drawings and manuals for the operation and maintenance of equipment and services installed in the buildings, within the premises of the college and/or outside the premises but installed in connection with the works;
4. Training materials and a one-day workshop for the officials of the staff of the Hospital ;
5. List of minor outstanding works and defects at practical completion of the works;
6. List of outstanding works and defects noted and corrected after practical completion of the works; and
7. Certificate of making good defects

Part 3

Part 3 - Contract

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Part 3

Section 7. General Conditions of Contract	62
1. Definitions	62
2. Corrupt Practices	63
3. Contract Documents	64
4. Law Governing the Contract	65
5. Language	65
6. Notices	65
7. Location	65
8. Authorized Representatives	65
9. Taxes and Duties	65
10. Eligibility	65
Commencement, Completion, Modification and Termination of Contract	66
11. Effectiveness of Contract	66
12. Commencement of Services	66
13. Expiration of Contract	66
14. Modification	66
15. Force Majeure	66
16. Termination	67
Obligations of the Consultant	68
17. General	68
18. Conflict of Interests	68
19. Confidentiality	69
20. Insurance to Be Taken Out by the Consultant	69
21. Consultant's Actions Requiring Client's Prior Approval	69
22. Reporting Obligations	69
23. Documents Prepared by the Consultant to Be the Property of the Client	70
Consultant's Personnel	70
24. Description of Personnel	70
25. Removal and/or Replacement of Personnel	70
Obligations of the Client	70
26. Assistance and Exemptions	70
27. Change in Laws	71
28. Services and Facilities	71
Payments to the Consultant	72
29. Contract Price and Currency	72
30. Payment Schedule and Advance Payment	72
31. Payment Terms	72
32. Price Adjustments	73
Settlement of Disputes	73
33. Amicable Settlement	73
34. Dispute Settlement	73

Table of Clauses

Section 7. General Conditions of Contract

General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in GCC 2.1, 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 Agreement representing the maximum, total or estimated amount payable for the provision of the Services.

“Days” are calendar days; “months” are calendar months.

“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.

“Lump Sum contract” means a contract under which the Services are performed for an all-inclusive fixed total amount.

"Member", in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "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 Entity under this Contract.

"Party" means the Procuring Entity or Supplier, as the case may be, and "Parties" means both of them.

“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

Part 3

time of being so engaged had their domicile outside the Republic of Malawi; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside the Republic of Malawi; and “Key Personnel” means those Personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks.

“Procuring Entity” means the entity purchasing the Services, as specified in the Agreement, hereinafter known as “the Client”

“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, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier, hereinafter known as “the Consultant”.

“Sub-consultant” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Consultant.

2. Corrupt Practices

2.1 It is the Government’s policy to require that Procuring Entities, as well as Bidders and Consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) *"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*
 - (ii) *"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;*
 - (iii) *“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and*

Part 3

- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.*

- (b) will 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.

2.2 In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract in accordance with GCC Clause 16 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Consultant, during the procurement or the execution of that contract.

3. Contract Documents

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement, including all appendices;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract; and
- (d) any other document listed in the SCC as forming part of the Contract.

3.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

3.3 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.

3.4 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.

3.5 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or the Consultant may be taken or executed by the authorised representatives specified in the SCC.

3.6 The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. 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.

Part 3

4. Law Governing the Contract

- 4.1 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.

5. Language

- 5.1 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.

6. Notices

- 6.1 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 authorized representative of the Party at the address specified in the SCC.

7. Location

- 7.1 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 Client may approve.

8. Authorized Representatives

- 8.1 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 authorized representatives specified in the SCC.

9. Taxes and Duties

- 9.1 Unless otherwise specified in the SCC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi, the amount of which is deemed to have been included in the Contract Price.

10. Eligibility

- 10.1 The Consultant and its Subconsultants shall have the nationality of an eligible country. 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.
- 10.2 The Consultant and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries.

Part 3

Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1 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.

12. Commencement of Services

12.1 The Consultant shall begin carrying out the Services thirty 5 days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

13. Expiration of Contract

13.1 Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

14. Modification

14.1 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.

15. Force Majeure

Definition

15.1 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.

No Breach of Contract

15.2 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.

Extension of Time

15.3 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.

Part 3

16. Termination

By the Client

16.1 The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 16.1 and sixty (60) days' in the case of the event referred to in (f):

- (a) 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 Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt;
- (c) the Consultant fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34;
- (d) the Consultant, in the judgement of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract;
- (e) 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
- (f) if the Client, in its sole discretion, decides to terminate the Contract.

By the Consultant

16.2 The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 16.2:

- (a) If the Client 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;
- (b) If the Client 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 Client of the Consultant's notice specifying such breach;
- (c) 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
- (d) If the Client fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 34.

Part 3

Payment upon Termination

16.3 Upon termination of this Contract pursuant to Clauses 16.1 or 16.2, the Client shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause 29 or 30 for Services satisfactorily performed prior to the effective date of termination;
- (b) 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.

Obligations of the Consultant

17. General

17.1 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 Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

18. Conflict of Interests

Consultant Not to Benefit from Commissions, Discounts etc

18.1 The remuneration of the Consultant pursuant to Clause 29 or 32 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.

Consultant and Affiliates Not to Be Otherwise Interested in Project

18.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates, as well as 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.

Prohibition of Conflicting Activities

18.3 Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

Part 3

- (a) 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
- (b) after the termination of this contract, such other activities as may be specified in the SCC.

19. Confidentiality

19.1 The Client 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. Notwithstanding the above, the Consultant may furnish to its Sub-consultant such documents, data, and other information it receives from the Client to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Consultant shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.

20. Insurance to Be Taken Out by the Consultant

20.1 The Consultant shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC.

20.2 The Consultant, at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

21. Consultant's Actions Requiring Client's Prior Approval

21.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions :

- (a) entering into a subcontract for the performance of any part of the Services;
- (b) appointing such members of the of the personnel not listed by name in the Contract; and
- (c) any other action that may be specified in the SCC.

22. Reporting Obligations

22.1 The Consultant shall submit to the Client 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.

Part 3

23. Documents Prepared by the Consultant to Be the Property of the Client

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 Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

Consultant's Personnel

24. 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. The Key Personnel and Sub-consultants listed by title as well as by name in the Contract are hereby approved by the Client.

25. Removal and/or Replacement of Personnel

25.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. 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.

25.2 If the Client 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 Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

25.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Obligations of the Client

26. Assistance and Exemptions

26.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) 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.

Part 3

- (b) 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.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

27. 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 and/or the Contract Price, then such time period and/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. Notwithstanding the foregoing, 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.

28. Services and Facilities

28.1 The Client shall make available to the Consultant the Services and Facilities listed in the Contract.

Part 3

Payments to the Consultant

29. Contract Price and Currency

- 29.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing the total amount payable for a Lump Sum contract.
- 29.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.
- 29.3 In consideration of the Services performed by the Consultant under the Contract, the Client shall make to the Consultant such payments in such manner as is provided by the Contract.
- 29.4 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Subconsultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.
- 29.5 The Contract Price may only be increased through amendment of the Contract in accordance with GCC Clause 14.
- 29.6 The price for any additional services, as may be agreed in accordance with GCC Clause 14, shall be determined using the Breakdown of Contract Price in the Contract.

30. Payment Schedule and Advance Payment

- 30.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.
- 30.2 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.
- 30.3 Should the advance payment guarantee cease to be valid and the Consultant fails to revalidate it, a deduction equal to the amount of the advance payment may be made by the Client from future payments due to the Consultant under the contract.
- 30.4 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.

31. Payment Terms

- 31.1 Unless otherwise specified in the SCC, payments shall be made by the Client, no later than sixty days after submission of a request for payment by the Consultant.

Part 3

- 31.2 The Consultant's request for payment shall be made to the Client in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- 31.3 The Client 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. The Client shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- 31.4 If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

32. Price Adjustments

- 32.1 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 authorized in the SCC.

Settlement of Disputes

33. Amicable Settlement

- 33.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

34. Dispute Settlement

- 34.1 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 laws of the Republic of Malawi.

Part 3

Section 8: 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
	The Procurement Reference Number is: COE/2025/001
GCC 1.1	The Eligible Countries are those listed in Section 5 of the Request for Proposals document. The Member in Charge is: <i>Named in the Consultants list of key personnel</i>
GCC 3.1(d)	Other documents forming part of the contract are: <i>The Consultants Technical and Financial Proposals</i>
GCC 4.1	The Contract shall be governed by the laws of the Republic of Malawi.
GCC 5.1	The language of the contract shall be English.
GCC	<p>The addresses for Notices are: for the Procuring Entity: The Chairperson, Internal Procurement & Disposal Committee, Seed Global Health Area 10, Plot 12/185, Off Zomba Street, Bua Road P.O. Box 30111 Capital City, Lilongwe 3 Malawi Telephone no,: 0888 765 042</p> <p>Electronic mail address: <i>insert for the Supplier:</i></p>

Part 3

GCC 8.1	The Authorised Representatives are: for the Procuring Entity: for the Supplier:
GCC 9.1	The Supplier, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Republic of Malawi.

GCC clause reference	Special Conditions of Contract		
GCC 12.1	The period within which the Services shall have commenced is: <i>Within 5 days of the Signature of the Contract</i>		
GCC 13.1	The period for expiration of the contract is: <i>Within 120 Weeks of the Commencement date</i>		
GCC 18.3(b)	The following activities are prohibited: <i>None</i>		
GCC 20.1	The risks and coverage shall be: (i) Third Party motor vehicle: <i>As per Road Traffic Laws of Malawi</i> (ii) Third Party liability <i>MWK4,000,000.00 per incident</i> (iii) Employer's liability and workers' compensation: <i>In accordance with Labour and Employment Laws of Malawi</i> (iv) Professional liability: <i>MWK5,000,000.00 per incident</i> (v) Loss or damage to equipment and property: <i>MWK10,000,000.00</i> (vi) Other: <i>None</i>		
GCC 21.1(c)	The Procuring Entity's prior approval is also required for change of design, material and their standards		
GCC 23.1	The future use of documents is restricted as follows: <i>The Consultant shall not use the documents for any other assignment other than that of the Government of Malawi except with the written approval of the Client</i>		
GCC 26.1(g)	The Procuring Entity shall provide the following further assistance: <i>None</i>		
GCC 29.2	Payments shall be made in the currency or currencies of the contract price. <i>Malawi Kwacha</i>		
GCC 30.1	Payment schedule shall be:		
Payment No.	Stage	Amount (MWK)	Proportion of Contract Price

Part 3

1	Upon submission and acceptance of inception Report		20% of Contract Price
2	Upon the submission and approval of Sketch design Scheme		40% of the Contract Price
3	Upon submission and approval of Detailed designs and Tender Documents		40% of Contract price
Final	GRAND TOTAL FOR PHASE 1		100%
GCC 30.2	An Advance Payment Guarantee shall be in a form of a Bank Guarantee for the same amount. The period of validity of the Advance Payment Guarantee shall be: 60 Days .		
GCC 31.1	Payment shall be made by the Procuring Entity within 45 days of receipt of the request for payment [and within 28 days in the case of the final payment].		
GCC clause reference	Special Conditions of Contract		
GCC 32.1	Prices charged by the Supplier shall not vary from the prices quoted in the Contract.		

Section 9: Contract Forms

Table of Forms

Agreement

.....
..... **68**

Advance Payment Security

.....
..... **70**

Agreement

This Agreement is made the..... day of the month of
between

..... of (“the Client”) and
..... of (“the Consultant”).

WHEREAS

- (a) the Client 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 Client 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 Client 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 Client 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.

Part 3

Signed by _____ (for the Client)

Name: _____ Authorised Representative

Position: _____

Witnessed by: _____

Name: _____

Signed by _____ (for the Consultant)

Name: _____ Authorised Representative

Position: _____

Witnessed by: _____

Name: _____

Appendices

Appendix A Description of Services

Detailed descriptions of the Services to be provided, dates for completion of tasks, submission of reports and other deliverables etc.

Taken from Section 6 of the Request for Proposals document, modified as required by the comments and suggestions in the Consultant's proposal and any negotiations.

Appendix B Key Personnel and Sub-Consultants

Team Composition, including names (where already known), firms, positions, tasks assigned and staff-months for each. List of approved Sub-Consultants.

Taken from Form T5 Team Composition and Form T7 Staffing Schedule of the Consultant's proposal, modified and supplemented as required.

Appendix C Breakdown of Contract Price/Cost Estimates

List the breakdown of fee rates and reimbursable expenses, using Forms F3 Summary of Fees and F4 Summary of Reimbursable Expenses from the Consultant's proposal, modified and supplemented as required. Add the wording "This appendix will be used exclusively for determining remuneration and costs for additional services".

Insert multiple tables, as required, where the assignment is divided into separate activities or where the contract is in more than one currency.

Part 3

Appendix D Services and Facilities Provided by the Client

Details of the inputs to be provided by the Client, including data, services and facilities and any counterpart staff.

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

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. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. 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 Financial Institution]**

Dated on _____ day of _____, _____ **[insert date of signing]**