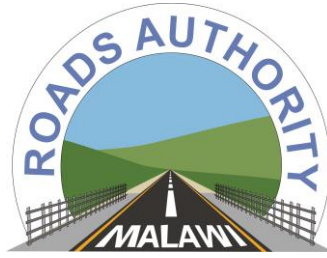


Government of the Republic of Malawi



Accelerating Malawi's Economic Growth

ROADS AUTHORITY

Request for Proposals Document for the Procurement of Consultancy Services (Small Time Based Contracts)

Subject of Procurement

Provision of legal services for the Roads Authority on retainer basis

Procurement Reference Number

RA/CON/ADM/2024-2025/06

Basis of Selection

Quality and Cost Based Selection (QCBS)

Date of Issue of Request for Proposals Document

19th February 2024

PART 1: PROPOSAL PROCEDURES

PART 1: PROPOSAL PROCEDURES

1.1 Procurement Reference Number: RA/CON/ADM/2024-2025/06

1.2 Preparation of Proposals:

You are requested to quote for these services by submitting separate technical and financial proposals, as detailed below. The standard forms in this Request for Proposals (RFP) may be retyped for completion but the Bidder is responsible for their accurate reproduction.

You are advised to carefully read the complete RFP document, including the Form of Contract in Part 3: Contract, before preparing your proposal.

1.3 Preparation of Technical Proposals:

Technical proposals should contain the following documents and information:

1. the Technical Proposal Submission Sheet in this Part;
2. a brief methodology for performing the services;
3. a workplan, showing the inputs of all key staff;
4. Detailed Curriculum Vitae (CV's) of key staff including academic certificates;
5. a summary of your experience in undertaking similar assignments;

1.4 Preparation of Financial Proposals:

Financial proposals should contain the following documents and information:

1. the Financial Proposal Submission Sheet in this Part;
2. the Breakdown of Contract Price form in this Part for each currency of your proposal, showing all costs for the assignment, broken down into fees and reimbursable costs;

1.5 Basis of Pricing and Payment:

The contract price shall be an estimated amount. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Consultant in the performance of the Services, using the rates specified in the Breakdown of Contract Price.

1.6 Validity of Proposals:

The proposal validity required is 120 days.

1.7 Sealing and marking of Proposals:

The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Bidder's name,

the name of the Procuring Entity and either “Technical Proposal” or “Financial Proposal” as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Bidder’s name and the name of the Procuring Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

1.8 Submission of Proposals:

Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected.

Date of deadline: **18th March 2024.**

Time of deadline: **10:00 Hours** (local time).

Address: **The IPDC Chairperson
Roads Authority
Functional Building
Paul Kagame Road
P/Bag B 346
Lilongwe, MALAWI**

E-mail address: ipc@ra.org.mw

1.9 Opening of Proposals:

Only the technical proposals will be opened in public at the time, date and address shown below by the Procuring Entity. Financial proposals will be kept unopened and the evaluation committee shall have no access to financial information until the detailed evaluation is concluded.

Date of opening: **18th March 2024.**

Time of opening: **10:00 Hours** (local time).

Address: **The IPDC Chairperson
Roads Authority
Functional Building
Paul Kagame Road
P/Bag B 346
Lilongwe, MALAWI**

E-mail address: ipc@ra.org.mw

1.10 Evaluation of Proposals:

The evaluation of proposals will use the Quality & Cost Based Selection as detailed below:

- A) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the supplier has accepted all terms and conditions without material deviation or reservation;
- B) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and;
- C) Financial evaluation to determine the financial score of each proposal, to weight the technical and financial scores and to determine the total score of each proposal.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

1.11 Eligibility Criteria:

You are required to meet the following criteria to be eligible to participate in public procurement:

- a have the legal capacity to enter into a contract;
- b not be insolvent, in receivership, bankrupt or being wound up, not have had your business activities suspended and not be the subject of legal proceedings for any of the foregoing;
- c have fulfilled your obligations to pay taxes according to the tax laws of your country of registration;
- d are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi ;
- e have not been convicted, or any of your directors or officers been convicted, of any criminal offence relating to obtaining or attempting to obtain a contract or subcontract;
- f 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.

In order to demonstrate compliance with these criteria, you should submit with the technical proposal appropriate documentary evidence.

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.

1.12 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,

Consultants, 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) 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 Consultant 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.

- B) 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 privatisation 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.

- C) 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 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 Consultants 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.

1.13 Corrupt Practices:

The Government requires that Procuring Entities, as well as Bidders and Consultants 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:

- (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
 - 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 reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) 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.

1.14 Technical Evaluation Criteria:

Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

S/N	Criteria	Maximum Score
1	Specific Experience	10 points
2	Methodology Proposed	25 points
3	Quality of the Technical Approach	
	(a). Technical approach and methodology	12
	(b). Work plan	8
	(c). Organization and staffing	5
4	Key Personnel	60 points
(a).	(b). Lead Lawyer	40
	(c). Lead Lawyer Assistant	20
5	Participation by Nationals	5 points
	Total:	100 points

The minimum technical score required to pass the technical evaluation is 75 points.

1.15 Financial Criteria:

- I. Financial scores shall be determined by awarding 100 points to the lowest priced proposal and giving all other proposals a score which is proportionate to this.
- II. Total scores shall be determined using a weighting of 80% for technical proposals and a weighting of 20% for financial proposals.

1.16 Currency:

Proposals may be priced in Malawi Kwacha or any other freely convertible currency and in up to two currencies. The currency of evaluation will be Malawi Kwacha. Proposals in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Reserve Bank of Malawi 14 calendar days prior to the date of the submission deadline.

1.17 Recommendation for Award:

The proposal with **the highest total score** shall be recommended for award of contract, subject to any negotiations required.

1.18 Award of contract:

Award of contract shall be by placement of a Contract in accordance with Part 3: Contract, or any other formal notice to the bidder

1.19 Right to Reject:

The Procuring Entity reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

Technical Proposal Submission Sheet

Technical Proposal Submission Sheet

Note to Bidder: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Technical Proposal:	

We offer to provide the services described in the Schedule of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: _____ days/weeks/months from the time and date of the submission deadline.

We enclose a separately sealed financial proposal.

Technical Proposal Authorised By:

Signature _____ Name: _____
:

Position: _____ Date: _____
_____ (DD/MM/YY)

Authorised for and on behalf of:

Company _____

Address: _____

Financial Proposal Submission Sheet

Financial Proposal Submission Sheet

Note to Bidders: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency or currencies permitted in the instructions above.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: _____ and _____.

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Financial Proposal Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company _____

Address: _____

Breakdown of Contract Price

Breakdown of Contract Price

[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below. Where this is a unit price contract, the breakdown will be used as the cost estimates and payment will be made for the services actually performed and cost actually incurred.]

Breakdown of Contract Price: YEAR 2024-2025

Procurement Reference Number: _____

Currency of Fees: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
VAT on fees				
TOTAL:				

Currency of Retainership Fees: _____

Description	Rate (Per Annum in MK)	Time spent (number of Years)	Total (currency)
VAT			
TOTAL			

Currency of Reimbursable Costs: _____

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL:				

TOTAL PRICE: _____

Breakdown of Contract Price: YEAR 2025-2026

Procurement Reference Number: _____

Currency of Fees: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
VAT on fees				
TOTAL:				

Currency of Retainership Fees: _____

Description	Rate (Per Annum in MK)	Time spent (number of Years)	Total (currency)
VAT			
TOTAL			

Currency of Reimbursable Costs: _____

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL:				

TOTAL PRICE: _____

Breakdown of Contract Price: YEAR 2026-2027

Procurement Reference Number: _____

Currency of Fees: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
VAT on fees				
TOTAL:				

Currency of Retainership Fees: _____

Description	Rate (Per Annum in MK)	Time spent (number of Years)	Total (currency)
VAT			
TOTAL			

Currency of Reimbursable Costs: _____

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL:				

TOTAL PRICE: _____

Breakdown of Contract Price Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company _____

PART 2: SCHEDULE OF REQUIREMENTS

Terms of Reference

Procurement Reference Number: _____

1.0 INTRODUCTION

- 1.1 The Roads Authority (RA) was established in 2006 through an Act of Parliament. The RA falls under the Ministry of Transport and Public Infrastructure. The main objectives of the RA are to ensure that public roads are constructed, maintained or rehabilitated at all times and advise the Minister and, where appropriate, the Minister responsible for Local Government on the preparation and the efficient and effective implementation of the annual national roads programme.
- 1.2 The mission of RA is to develop and maintain the public road network infrastructure in a cost effective manner with a view to providing an accessible, reliable, efficient, safe, sustainable, economic and environmentally friendly transport system in Malawi through a highly motivated and professional team.
- 1.3 The RA budgeted funds to be used for the engagement of a professional legal services consultant to carry out all its legal services on a retainer basis for a maximum period of three (3) years renewable annually based on satisfactory performance from 2024/2025 Financial Year.

2.0 OBJECTIVE

- 2.1 The main objective of the legal services consultant is to provide services in all legal aspects of the Roads Authority.
- 2.2 The specific objectives of the legal services consultant include (but not limited to) the following:
 - i. Provide legal counsel to the RA on all matters requiring legal representation;
 - ii. Prosecuting civil causes on behalf of the RA;
 - iii. Defending the RA in civil lawsuits;
 - iv. Representing the RA in any other legal matters both in and outside court room;
 - v. Provide legal opinions on certain matters referred to the consultant by the RA on adhoc basis;
 - vi. Prepare affidavits of RA's Employees as and when required
 - vii. Review and drafting RA regulatory instruments as and when required in line with revised related Acts of Parliament;
 - viii. Provide notary services as and when required;
 - ix. Assist the RA in securing payment of long outstanding debts from debtors.

3.0 DELIVERABLES

The legal services consultant is expected to achieve successful litigation awards for Roads Authority at all times and provide updated legal documents.

4.0 TIME SCHEDULE AND REPORTING REQUIREMENTS

4.1. Assignment Duration

The assignment is expected to be undertaken within a period of one year and renewable annually for a maximum of three years depending on successful performance on the part of the consultant and availability of funds on the part of the client.

4.2. Reporting

The Consultant shall be responsible to and shall sign the contract with the CEO. The Director of Finance and Administration shall coordinate the legal services consultancy contract on all the activities.

5.0 QUALIFICATIONS

The Legal Service Consultant shall be a legal firm licenced to practice in Malawi Courts and the consultant shall have not less than ten (10) years experience of law practice in Malawi courts. The Legal Service Consultant shall be required to present an experience record indicating similar previous exercises they have undertaken for the past five (5) years including the contact person from respective clients that can be contacted for reference.

The Consultant shall provide a team of key personnel all of whom shall be adequately qualified and experienced in their respective fields that shall include a Lead Lawyer and a Legal Officer. The following is the minimum qualification and number of key personnel:

- i. Lead Lawyer: A degree in law with at least ten (10) years experience of Law practice in Malawi courts and professional membership of the Law Society of Malawi.
- ii. Lead Lawyer Assistant: A degree in Law with at least eight (8) years experience of Law practice in Malawi courts.

6.0 OBLIGATION OF THE LEGAL SERVICE CONSULTANT

The legal service consultant shall provide office accommodation, office equipment, transport and all other costs incidental to their obligations.

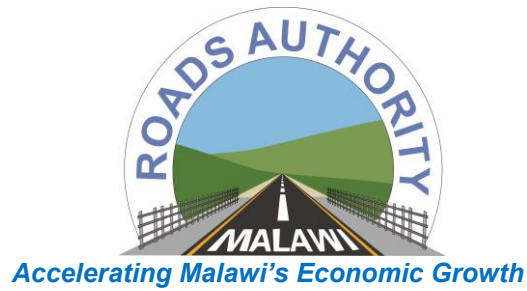
The legal service consultant shall submit a cost and payments proposal, staffing profiles and methodology and work plan for carrying out the services.

7.0 OBLIGATIONS OF THE CLIENT

The RA shall assist with the following:

- i. Required documents in the client's possession
- ii. Clients personnel required in any assignment.

Government of the Republic of Malawi



Roads Authority

Small Assignments Time Based Payments

Provision of Legal Services

between

Roads Authority

and

[Name of the Supplier]

Procurement Number: RA/CON/ADM/2024-2025/06

Dated: _____

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

THIS CONTRACT ("Contract") is entered into this _____, by and between **The Roads Authority** ("the Procuring Entity" hereinafter known as "the Client") having its principal place of business at Functional Building, Paul Kagame Road Private Bag B346, Lilongwe, 3 Malawi, and _____ ("the Supplier" hereinafter known as "the Consultant") having its principal office located at _____.

WHEREAS, the Client wishes the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ and continuing until _____ or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per _____ in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at cost and will need to be authorised by the Client's co-ordinator;
- (ii) such other expenses as approved in advance by the Client's co-ordinator.

D. Payment Conditions

Payment shall be made in _____ not later than 45 days following submission of invoices in duplicate to the Co-ordinator designated in paragraph 4.

4. Project Administration

A. Co-ordinator

The Client designates _____ as the Client's Co-ordinator; the Co-ordinator shall be responsible for the co-ordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including fieldwork, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Co-ordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable

accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of six months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The laws of the Republic of Malawi shall govern the Contract, and the language of the Contract shall be English.
- 12. Resolution of Disputes** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Malawi.

Part 2: Schedule of Requirements

FOR THE CLIENT

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____

WITNESS

Signed by _____

Name _____

WITNESS

Signed by _____

Name _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of hours)	Total (currency)
(a) Team Leader			1000	
(b)				
(c)				
			VAT on Fees (16.5%)	
				Sub-Total (1)

(2) Retainer ship fees

	Name	Rate (per month/day/ hour in currency)	Time spent (number of hours)	Total (currency)
(a)				
(b)				
(c)				
			VAT on Fees (16.5%)	
				Sub-Total (1)

(3) Reimbursables

	Rate	Days	Total
(a)			
(b)			
(c)			
			Sub-total (2)

TOTAL COST _____

CONTRACT CEILING _____