



AFRICAN DEVELOPMENT BANK GROUP
GROUPE DE LA BANQUE AFRICAINE
DE DEVELOPPEMENT



ROADS AUTHORITY

SADC SUB-REGIONAL TRANSPORT AND TRADE FACILITAITON PROJECT

BIDDING DOCUMENT FOR THE PROCUREMENT OF WORKS BY NATIONAL COMPETITIVE BIDDING

Subject of Procurement:	Repositioning of ESCOM Infrastructure along Benga- Nkhotakota-Dwangwa Road Reconstruction Project
Procurement Reference Number:	RA/W/DEV/SADC/2026/03
Procurement Method:	Open Tendering
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Section 1. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites Bids for construction of works as specified in Section 7, Statement of Requirements.
- 1.2 The Instructions to Bidders shall be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

2. Source of Funds

- 2.1 The Procuring and Disposing Entity indicated in the BDS has an approved budget from public funds towards the cost of the procurement named in the BDS. The Procuring and Disposing Entity intends to use these funds to cover eligible payments under the Contract.
- 2.2 The Procuring and Disposing Entity shall make payments to the supplier for each call-off order which will be subject in all respects, to the terms and conditions of the resulting agreement executed with the Procuring and Disposing Entity.

3 Corruption and Fraud

- a) the Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Anti-Corruption legal framework; and
- b) in line with the existing anti-corruption legal framework and policy in Malawi, regulations and policy, and as provided in this clause, a Bidder, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in the Bidding documents as part of the qualification criteria.

4 Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association all parties shall be jointly and severally liable.

- 4.2 A Bidder wishing to be considered for preferences and other reservation schemes like the micro, small and medium-sized enterprise preferences, shall comply with the Public Procurement and Disposal of Public Assets (Participation by Micro Small and Medium Enterprises) Order 2020 (MSME Order).
- 4.3 A Bidder found to be in conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process, if the Bidder and parties are associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 4.4 A Bidder that has been debarred from participating in public procurement in accordance with Section 79 of the Act, at the date of the deadline for Bid submission or thereafter, shall be ineligible.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and are not a dependent agency, directly or indirectly, of the Procuring and Disposing Entity or the Government of Malawi.
- 4.6 A Bidder shall provide evidence of their eligibility satisfactory to the Procuring and Disposing Entity, to verify that the Bidder—
- a) has the legal capacity to enter into an Agreement and is registered with appropriate professional regulatory institution as required by existing legislation;
 - b) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
 - c) has fulfilled their tax obligations in accordance with the relevant tax laws.
- 4.7 To demonstrate compliance with the criteria in sub-clause 4.6, a Bidder shall submit with its Bid—
- (i) a certified copy of its business registration certificate;

- (ii) professional registration certificates where applicable based on the business the Bidder does;
- (iii) a declaration that the Bidder is not debarred;
- (iv) tax registration certificates for the Bidders issued by the Malawi Revenue Authority;
- (v) tax clearance certificate for Bidders that have operated a business for a minimum of two years; and
- (vi) such other documentary evidence as may be specified in the BDS.

5 Qualification of a Bidder

- 5.1 All Bidders shall provide in the Qualification Information Form in Section 4, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential Bidders has been undertaken, only Bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in the Qualification Information Form in Section 4, Bidding Forms.
- 5.3 If the Procuring and Disposing Entity has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids, using the Qualification Information Form in Section 4, Bidding Forms, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered supplier status; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction work performed for each of the last five (5) years;
 - (c) experience in works of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder including profit and loss statements and auditor's reports for the past five (5) years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than ten (10) per cent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:

- (a) the Bid shall include all the information listed in Clause 4.3 for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on by all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

- 5.5 To qualify for award of the Contract, Bidders shall meet the minimum qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.
- 5.6 Bidders applying for eligibility for a margin of preference in Bid evaluation, if permitted in the Bid Data Sheet, shall supply all information to satisfy the criteria for eligibility as described in Section 3, Evaluation and Qualification Criteria.

6 One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified.

7 Site Visits and pre-Bid meetings

- 7.1 The Bidder, at its own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and a contract for construction of the Works. The costs of visiting the Site and attending a pre-Bid meeting shall be at the Bidder's own expense.
- 7.2 Where pre-Bid meeting is held, details of such meeting are given in the BDS

B. Bidding Documents

8 Sections of Bidding Documents

- 8.1 The Bidding Document consists of Parts 1, 2 and 3, which includes all Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 10

PART 1 Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms
- Section 5 Eligible Countries
- Section 6 Corruption and Fraud

PART 2 Schedule of Requirements

- Section 7(A) – Scope of Works (SOW)
- Section 7(B) – Bill of Quantities (BOQs) (or Activity Schedule)
- Section 7(C) – Drawings
- Section 7(D) – Technical Specifications (TS)

PART 3 Contract

- Section 8 General Conditions of Contract (GCC)
- Section 9 Special Conditions of Contract (SCC)
- Section 10 Contract Forms

8.2 The Invitation to Bid is not part of the Bidding Document.

8.3 The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring and Disposing Entity. A Bidding Document which was not obtained directly from the Procuring and Disposing Entity shall be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.

8.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

8.5 Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

9 Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the Bidding documents shall c the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS.

9.2 The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids indicated in the BDS.

9.3 The Procuring and Disposing Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source.

9.4 Where a Procuring and Disposing Entity determines that it is necessary to amend the Bidding Document as a result of a clarification given under this paragraph, it shall amend the Bidding Document following the procedure under clause 10 and sub-clause 23.2.

10 Amendment to Bidding Documents

- 10.1 At any time prior to the deadline for submission of Bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing an addendum.
- 10.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who obtained the Bidding Document directly from the Procuring and Disposing Entity.
- 10.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to clause 23.2.

C. Preparation of Bids

11. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process

12. Language of Bid and Communications

- 12.1 All communication in the Bidding process shall be in English and in writing unless otherwise specified in the BDS.
- 12.2 The Bid including correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.
- 12.3 Supporting documents and printed literature which are part of the Bid may be in another language provided that the documents are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

13 Documents Comprising the Bid

The Bid shall comprise the following:

- (a) Bid Submission sheet;
- (b) Bid Security or Bid Securing Declaration;
- (c) Priced Bill of Quantities or Activity Schedule;
- (d) Qualification Information;
- (e) Alternative Bids, if permissible;

- (f) written confirmation authorising the signatory of the Bid to commit the Bidder;
- (g) documentary evidence TB Clause 18 establishing the Bidder's eligibility to Bid;
- (h) Environmental, Social, Health and Safety Performance Declaration;
- (i) any other document required in the BDS.

14 Bid Submission sheet and Price Schedules

14.1 The Bidder shall submit the Bid Submission sheet using the form furnished in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested as follows—

14.4 A Bidder shall submit the Bid Submission Sheet using the form in Section 4, Bidding Forms. The form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, as follows—

- (a) the reference of the Bidding Document and the number of each addendum received;
- (b) a brief description of the Goods, Works and Services offered;
- (c) the total Bid price, based on the estimated quantities specified in Section 7, Statement of Requirements;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the Bid;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one Bid in this Bidding process; except for alternative Bids in accordance with clause 13;
- (i) confirmation that the Bidder has not been suspended by the Authority;
- (j) the names and addresses of the Directors and Beneficial owners of the Bidder;
- (k) a declaration on gratuities and commissions; and

- (l) an authorised signature of the Bidder.

14.2 The Bidder shall submit the Price Schedules for Goods, Works, or Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include—

- (a) the item number;
- (b) a brief description of the Goods, Works or Services;
- (c) their country of origin and percentage of Malawi content;
- (d) the quantity, which shall be the estimated quantity ;
- (e) the unit prices;
- (f) customs duties and all taxes paid or payable in Malawi;
- (g) the total price per item;
- (h) subtotals and totals per Price Schedule; and
- (i) an authorised signature.

15 Alternative Bids

15.1 Alternative Bids shall not be considered unless otherwise indicated in the BDS.

15.2 Where permitted, alternative Bids may not conform precisely to the Statement of Requirements, but shall at least—

- (a) meet the objectives and performance requirements prescribed in the Statement of Requirements;
- (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
- (c) clearly state the benefits of the alternative Bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

15.3 A Bidder may submit both a main Bid which conforms precisely to the Statement of Requirements and an alternative Bid.

15.4 Where a Bidder submits more than one Bid, each Bid shall be submitted as a complete separate Bid and shall conform to the instructions for preparation and submission of Bids, without any reliance on any other Bid. Each Bid shall be separately signed, authorized, sealed, labelled and submitted in accordance with

the instructions for submission of Bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such Bids shall be labelled "Main Bid" and "Alternative Bid".

15.5 The evaluation of alternative Bids shall use the same methodology, criteria and weights as the evaluation of main Bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

16 Bid Prices and Discounts

16.1 The Contract will be an Admeasurement or Lump Sum Contract, as indicated in the BDS.

16.2 The Contract shall be for the whole Works, as described in ITB Clause 1.1, based on the:

- (a) priced Bill of Quantities submitted by the Bidder in the case of an Admeasurement Contract; or
- (b) priced Activity Schedule submitted by the Bidder in the case of a Lump Sum Contract.

16.3 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities (or in the case of a lump sum contract, for all items of the Works described in the drawings and specifications and listed in the Activity Schedule). Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring and Disposing Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule.

16.4 All duties, taxes, PPDA and other levies payable by the Contractor under the Contract, or for any other cause as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates, prices, and total Bid price (or in the case of a lump sum contract, in the total Bid price) submitted by the Bidder.

16.5 Construction levies and all other levies payable by the contractor under the contract shall be included in the rates, prices, and total Bid price (or in the case of a lump sum contract, in the total Bid price) submitted by the Bidder.

16.6 The rates and prices (or in the case of a lump sum contract, the lump sum price) quoted by the Bidder shall not be subject to adjustment during the performance of the Contract unless provided for in the BDS and SCC and the provisions of Clause 42 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the SCC and General Conditions of Contract (GCC).

17 Currencies of Bid

17.1 Bid prices shall be quoted in the following currencies—

- (a) for Goods, Works and Services originating in Malawi, the Bid prices shall be quoted in Malawi Kwacha unless otherwise specified in the BDS; and
- (b) for Goods, Works and Services originating outside Malawi, or for imported parts or components of Goods originating outside Malawi, the Bid prices shall be quoted in Malawi Kwacha unless otherwise specified in the BDS.

17.2 The Procuring and Disposing Entity may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer—

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to the Procuring and Disposing Entity's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by the Procuring and Disposing Entity to express its offer in the currency required by the Procuring and Disposing Entity. The source, date, and type of exchange rate to be used is indicated in the BDS and shall not precede the Bid submission deadline by less than twenty (20) days.

18 Documents establishing the eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4, a Bidder shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms, and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19 Period of Validity of the Bids

- 19.1 Bids shall remain valid for the period specified in the BDS after the date of the Bid submission deadline prescribed by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall reject a Bid valid for a shorter period as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring and Disposing Entity may request Bidders to extend the period of validity

of their Bids. The request and the responses shall be made in writing.

- 19.3 If a Bid Security or Bid Securing Declaration is requested in accordance with clause 20 (a) or (b), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. Similarly, a Bidder who submitted a Bid Securing Declaration may refuse the request without being penalized. A Bidder accepting the request shall not be required or permitted to modify its Bid.

20 Bid Security and Bid Securing Declaration

(a) Bid Security

- 20.1 Unless otherwise specified in the BDS, the Bidder shall furnish, as part of its Bid, a Bid Security in original form and the amount and currency specified in the BDS.

- 20.2 The Bid Security shall be in any of the following forms—

- (a) a demand guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) any other security indicated in the BDS,

from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form shall include the complete name of the Bidder.

- 20.3 The Bid Security shall be valid for twenty-eight days after the end of the validity period of the Bid. This shall also apply if the period for Bid validity is extended.

- 20.4 The Procuring and Disposing Entity shall reject, as non-compliant, any Bid that is not accompanied by a substantially responsive Bid Security, if a Bid Security is required in accordance with clause 20.1.

- 20.5 Bid Securities for both successful and unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Agreement and furnished any required Performance Security.

- 20.6 The Bid Security may be forfeited—

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet; or

(b) if the successful Bidder fails to—

- (i) sign the Agreement in accordance with clause 46;
- (ii) furnish any Performance Security in accordance with clause 45; or
- (iii) accept the correction of its Bid price

(b) Bid Securing Declaration

20.7 Unless otherwise specified in the BDS, a Bidder shall furnish as part of its Bid, a Bid Securing Declaration in original form and in the manner specified in the BDS.

20.8 The Bid Securing Declaration is an alternative to the Bid Security.

20.9 The Bid Securing Declaration shall be submitted using the Form included in Section 4 of the Bidding Document.

20.10 The Bid Securing Declaration shall be valid for twenty-eight days after the end of the validity period of the Bid. This shall also apply if the period for Bid validity is extended.

20.11 A Bid shall be rejected as non-compliant if the Bid is not accompanied by a substantially responsive Bid Securing Declaration, if one is required in accordance with clause 20.1.

20.12 The punitive measures of the Bid Securing Declaration shall be applied if the successful Bidder—

- (i) withdraws its Bid before opening deadline;
- (ii) fails to sign the Agreement in accordance with clause 46; or
- (iii) fails to accept the correction of its Bid price.

21 Format and Signing of Bid

21.1 A Bidder shall prepare one original of the documents comprising the Bid as per ITB Clause 13 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing

the authorization shall be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.

- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

22 Sealing and Marking of Bids

- 22.1 A Bidder shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 22.2 The inner and outer envelopes shall—
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Procuring and Disposing Entity in accordance with clause 23.1;
 - (c) bear the Procurement Reference number of this Bidding process; and
 - (d) bear a warning not to open before the time and date for Bid opening, in accordance with clause 26.1.
- 22.3 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of a Bid.

23 Deadline for Submission of Bids

- 23.1 Bids must be received by the Procuring and Disposing Entity at the address specified in ITB Clause 22.2(a) no later than the time and date specified in the BDS.
- 23.2** The Procuring and Disposing Entity may, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 10, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 Late Bids

- 24.1 The Procuring and Disposing Entity shall not consider any Bid that is submitted after the deadline for submission of Bids, in accordance with clause 23.
- 24.2 A Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Modification, Substitution and Withdrawal of Bids

25.1 A Bidder may modify, substitute, or withdraw its Bid after it has been submitted at any time before the deadline for submission of Bids by sending a written notice, duly signed by an authorized representative, which shall include a copy of the authorization in accordance with clause 21.2. Any corresponding replacement of the Bid shall accompany the respective written notice. All notices shall be—

- (a) submitted in accordance with clauses 21 and 2 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL,"; and
- (b) received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of Bids, in accordance with clause 23.

25.2 Bids requested to be withdrawn in accordance with sub-clause 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be modified, substituted, or withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

25.4 Bids may only be modified by withdrawal of the original Bid and submission of a replacement Bid in accordance with sub-clause 25.1. Modifications submitted in any other way shall not be considered in the evaluation of Bids.

26 Bid Opening

- 26.1 The Procuring and Disposing Entity shall conduct the Bid opening in the presence of Bidders' designated representatives who choose to attend the Bid opening, at the address, date and time specified in the BDS.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder.
- 26.3 No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Bid opening
- 26.4 All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement Bids shall be recorded as such on the record of the Bid opening. Only envelopes that are opened and read out at the Bid opening shall be considered further.
- 26.5 Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.6 The Procuring and Disposing Entity shall prepare a record of the Bid opening that shall include, as a minimum—
- (a) the name of the Bidder and whether there is a modification, substitution, or withdrawal;
 - (b) the Bid Price, per lot if applicable, including any discounts; and
 - (c) the presence or absence of a Bid Security or Bid Securing Declaration, if one was required.
- 26.7 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 immediately after opening, be distributed to Bidders upon request or published on the website of the Procuring and Disposing Entity within one working day from the date of the Bid opening.

27 Evaluation of Bids

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendations for the award, shall not be disclosed to

a Bidder or any other persons not officially concerned with such process until the information on Agreement award is communicated to all Bidders.

27.2 Any effort by a Bidder to influence the Procuring and Disposing Entity's in the examination, evaluation, comparison, and post-qualification of the Bids or agreement award decisions shall result in the rejection of its Bid.

27.3 Notwithstanding clause 27.2, from the time of Bid opening to the time of Agreement award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Procuring and Disposing Entity may, ask any Bidder for a clarification of its Bid.

28.2 Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing.

28.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of the Bids, in accordance with clause 30.2

29. Compliance and Responsiveness of Bids

29.1 The Procuring and Disposing Entity's determination of a Bid's compliance and responsiveness shall be based on the contents of the Bid.

29.2 A substantially compliant and responsive Bid shall be one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that—

(a) affects in any substantial way, the scope, quality, or performance of the Goods, Works and Services specified in the Agreement;

(b) limits in any substantial way, inconsistent with the Bidding Document, the Procuring and Disposing Entity's rights or the Bidder's obligations under the Agreement; or

(c) if rectified, would unfairly affect the competitive position of other

Bidders presenting substantially compliant and responsive Bids.

- 29.3 If a Bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

- 30.1 Where a Bid is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the Bid that does not constitute a material deviation.
- 30.2 Where a Bid is substantially compliant and responsive, the Procuring and Disposing 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 Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Where a Bid is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. After the rectification, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the Bid price using the highest price from other Bids submitted.
- 30.4 Where a Bid is substantially compliant and responsive, the Procuring and Disposing Entity shall correct arithmetic 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 and Disposing Entity, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (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.

- 30.5 Where the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited. In the same manner, if the lowest evaluated Bidder submitted a Bid Securing Declaration to secure its Bid, the Authority may suspend it.

31. Preliminary Examination of Bids

- 31.1 The Procuring and Disposing Entity shall examine all legal documents and other information submitted by Bidders to verify the eligibility of Bidders and Goods, Works and Services in accordance with clauses 4 and 5.
- 31.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder's Goods, Works and Services are not eligible, the Procuring and Disposing Entity shall reject the Bid.
- 31.3 The Procuring and Disposing Entity shall examine the Bids to confirm that all documents and technical documentation requested in clause 8 have been provided, and to determine the completeness of each document submitted.
- 31.4 The Procuring and Disposing Entity shall confirm that the documents listed in this clause and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Bid Submission Sheet, including—
 - (i) a brief description of the Goods, Works and Services offered;
 - (ii) the price of the Bid; and
 - (iii) the period of validity of the Bid;
 - (b) the Price Schedule;
 - (c) written confirmation of authorisation to commit the Bidder; and
 - (d) a Bid Security or a Bid Securing Declaration, if applicable

32. Detailed Technical Evaluation

- 32.1 The Procuring and Disposing Entity shall examine a Bid to confirm that a Bidder, without any material deviation or reservation, has accepted all terms and conditions specified in the Terms of Agreement and the Special Terms of Agreement.

- 32.2 If, after the examination of the terms and conditions, the Procuring and Disposing Entity determines that the Bid is not substantially responsive in accordance with clause 29, the Procuring and Disposing Entity shall reject the Bid.
- 32.3 The Procuring and Disposing Entity shall evaluate the technical aspects of the Bid submitted in accordance with clause 18, to confirm that all requirements specified in Section 7, Statement of Requirements of the Bidding Document, have been complied with, without any material deviation or reservation.
- 32.4 If, after the technical evaluation, the Procuring and Disposing Entity determines that the Bid is not substantially responsive in accordance with clause 30, it shall reject the Bid.

33 Currency for Bid Evaluation

In accordance with Clause 17, Bids shall be evaluated in Malawi Kwacha.

34 Preference Margins

- 34.1 A Procuring and Disposing Entity shall apply a margin of preference in works. Where a Preference applies the details shall be provided in Section 3 Evaluation Methodology and Criteria
- 34.2 The Procuring and Disposing Entity shall apply the margin of preference for micro, small and medium enterprises and marginalised groups in accordance with the MSME Order or Bidders qualified for Preferential Treatment as specified in the BDS. If so indicated, Bid Evaluation shall be undertaken in accordance with the procedures and criteria specified in Section 3, Evaluation and Qualification criteria
- 34.3 The Procuring and Disposing Entity shall set aside certain procurement requirements for micro, small and medium enterprises and marginalised groups by restricting Bidding to those enterprises in accordance with MSME Order
- 34.4 The Procuring and Disposing Entity shall state in the BDS all procurement that have been set aside for micro, small and medium enterprises
- 34.5 In the event that the procurement is not contained in the Schedule under the MSME Order, the PDE may reserve some portions of procurement for award to MSMEs and marginalised groups. Such reservations shall be specified in the BDS
- 34.6 The Procuring and Disposing Entity shall set aside certain procurement requirements by restricting Bidding to those enterprises that qualify in accordance with any Preferential Treatment Regulations issued under the Public Procurement and Disposal of Public Assets Act 2017

- 34.7 The Procuring and Disposing Entity may reserve some portions of procurements for award to Bidders qualified under the Preferential Treatment Regulations issued under the Public Procurement and Disposal of Public Assets Act 2017. Such reservations shall be specified in the BDS in accordance with the Regulations
- 34.8 A Bidder shall be eligible to participate in the Bidding process as a qualified Bidder under the Preferential Treatment Regulations issued under the Public Procurement and Disposal of Public Assets Act 2017 or MSME only if it furnishes the Procuring and Disposing Entity or the Authority, as the case may be evidence, proving eligibility in accordance with relevant Regulations or the Order

35 Detailed Evaluation

- 35.1 The Procuring and Disposing Entity shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Procuring and Disposing Entity shall use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted
- 35.3 The Procuring and Disposing Entity's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of execution of the works. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids as specified in Section 3, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation and Qualification Criteria
- 35.4 If these Bidding Documents allow Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria

36 Financial Evaluation

- 36.1 The Procuring and Disposing Entity shall financially evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a Bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

36.3 The Procuring and Disposing Entity's financial comparison of Bids may require the consideration of factors other than costs, in addition to the Bid price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods, Works and Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare Bids, the Procuring and Disposing Entity shall—

- (a) determine the Bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;
- (b) correct arithmetic errors in accordance with ITB Clause 30
- (c) price adjustment due to discounts offered
- (d) make adjustments for any nonmaterial nonconformities and omissions
- (e) apply any non-cost factors
- (f) convert all Bids to a single currency
- (g) apply any margin of preference
- (h) determine the total evaluated price of each Bid.

37 Comparison of Bids

The Procuring and Disposing Entity shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Clause 35.

38 Environmental and Social-economic Policies

38.1 Bidders shall be evaluated taking into account compliance with Environmental protection, policies, laws and regulations applicable in Malawi for sustainable development.

38.2 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders promote general as well as specific policies and programmes for sustainability and environmental protection.

38.3 A Bidder shall be evaluated taking into account compliance with Child Labour, child protection policies, laws and regulations applicable in Malawi.

38.4 The Procuring and Disposing Entity may specify in its evaluation criteria, a method to determine or assess how Bidders should show compliance with Child Labour and Unfair Labour Practices general laws and regulations as well as specific policies and programmes for protection of children from any form of child labour and adherence to applicable fair labour practices.

39 Post-Qualification of the Lowest Evaluated Bidder

- 38.1 The Procuring and Disposing Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18, to clarifications in accordance with ITB Clause 28 and the qualification criteria indicated in Section 3, Evaluation and Qualification Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification
- 38.3 The Procuring and Disposing Entity shall, in its own discretion, conduct due diligence on certain procurements. In doing so, it shall prepare its own budget for such an activity and shall not rely or depend on the resources of the Bidder. Due diligence reports shall form part of the evaluation data used by the evaluation teams or Internal Procurement and Disposal Teams when making decisions
- 38.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Procuring and Disposing Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily

40 Procuring and Disposing Entity's Right to Accept any Bid, and to Reject Any or All Bids

The Procuring and Disposing Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders

E. Award of Contract

41 Award Criteria

Subject to Clause 36, the Procuring and Disposing Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price.

42 Procuring and Disposing Entity's Right to Vary Quantities at Award

At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Works and Related Goods/

Services originally specified in Section 7, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43 Notice of Intention to Award the Contract, Notice of Acceptance, and Contract Negotiations

- 43.1 Prior to expiry of the period of Bid validity, where the works contract is below the threshold for publication of an intention to award a contract, the Procuring and Disposing Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Procuring and Disposing Entity shall also notify all other Bidders of the results of the Bidding. The notice of acceptance shall not be sent until all the necessary approvals have been obtained.
- 43.2 Prior to expiry of the period of Bid validity, the Procuring and Disposing Entity shall publish a notice of intention to award in two widely circulated newspapers and on the Authority's website for a period of fourteen (14) days for any procurement contract in accordance with the threshold set by the Director General before signing the contract.
- 43.3 Prior to the signing of the contract but after the completion of intention to award proceedings, the Procuring and Disposing Entity may enter into negotiations with the successful Bidders on the modalities for the execution of the contract not changing the material factors of the contract.

44 Performance Security

- 44.1 Within thirty (28) days of receipt of notification of award from the Procuring and Disposing Entity, the successful Bidder shall furnish the performance security included in Section 10, Contract Forms, or any other form acceptable to the Procuring and Disposing Entity, in accordance with the SCC
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid security. In that event, the Procuring and Disposing Entity may award the Contract to the next lowest evaluated Bidder

45 Signing the Contract

- 45.1 Promptly after notification or after the elapsing of the fourteen (14) days of the still period, the Procuring and Disposing Entity shall send the successful Bidder the Contract documents

- 45.2 Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign, date, and return the Contract documents to the Procuring and Disposing Entity to finalise the signing process

46 Settlement of Disputes

- 46.1 In the event of a dispute arising out of the performance of the contract by either party, such disputes shall be resolved amicably. Should amicable dispute resolution fail, the matter shall be taken to arbitration, depending on the agreement by two parties. However, should arbitration still not yield positive results to either party, either party so wronged shall take the matter to the local courts.
- 46.2 For purposes of this Contract, the Procuring and Disposing Entity proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder objects to the Adjudicator proposed by the Procuring and Disposing Entity, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data
- 46.3 If, in the Notice of Acceptance, the Procuring and Disposing Entity and Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party

Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 1.1, 2.1	The Procuring and Disposing Entity is: Roads Authority The number and identification of Lots in this Bidding Document is: One (1)
ITB 1.1; 22.2(b)	The subject of the procurement is: Repositioning of ESCOM Infrastructure along the Benga-Nkhotakota-Dwangwa Road Procurement Reference Number is: RA/W/DEV/SADC/2026/03
ITB 8.2	The Procuring and Disposing Entity Shall hold a pre-Bid meeting and/or site visit. If a pre-Bid meeting and/or site visit is to be held, it shall take place at: Location: Chibothera Bridge at Benga Date: 10th August 2026 Time: 09:00 Hours
B. Bidding Documents	
ITB 10.1	For <u>clarification purposes</u> only, the Procuring and Disposing Entity's address is: Attention: Procurement Manager Street Address: John Chilembwe Highway Name of Building: Functional Building Floor/Room number: 31 Town/City: Lilongwe Postal Address: Private Bag B346, Lilongwe 3 Malawi Email address: ipc@ra.org.mw with a copy to mmphinga@ra.org.mw

Instructions to Bidders (ITB) reference	Data relevant to ITB
	Deadline date for request for clarifications is: 13th August 2026
C. Preparation of Bids	
ITB 13 (i)	The Bidder shall submit with its Bid the following additional documents: (a) Notarized or Registered Power of Attorney (b) Copy of Certificate of Registration (c) Copy of the Latest Tax Clearance Certificate (d) Copy of CIRA Registration Certificate (K1 Billion or Above) (e) Copy of MERA Class A Permit (f) Line of Credit Issued by a Bank (g) Beneficial Ownership Disclosure Form
ITB 15.1	Alternative Bids shall not be permitted considered
ITB 16.1	The Contract is Admeasurement Contract .
ITB 16.6	Bid Prices will not be subject to adjustment during performance of the contract.
ITB 19.1	Bids shall remain valid for 120 days.
ITB 20.2	Bid Security shall not be required. Where a Bid Security is required, the amount of the Bid security shall be N/A in Malawi Kwacha.
ITB 20.3	A Bid Securing Declaration shall be required. Where a Bid Securing Declaration is required no alteration to the template provided.
ITB 22.1	In addition to the original of the Bid, the number of copies is: Two (2)
D. Bid Submission	

Instructions to Bidders (ITB) reference	Data relevant to ITB
ITB 23.2(a)	For <u>Bid submission purposes</u> only, the Procuring and Disposing Entity's address is: Roads Authority Attention: The IPDC Chairperson Street Address: John Chilembwe Highway Name of Building: Functional Building Floor/Room number: Conference Room Town/City: Lilongwe Postal Address/Post Code: Private Bag B346, Lilongwe 3
ITB 23.1	The deadline for Bid submission is: Date: 24th August 2026 Time: 10:00 Hours
ITB 26.1	The Bid opening shall take place at: Roads Authority Street Address: John Chilembwe Highway Name of Building: Functional Building Floor/Room number: Conference Room Town/City: Lilongwe Date: 24th August 2026 Time: 10:00 Hours
ITB 34.2	A margin of preference shall not apply. A margin of preference for micro, small and medium enterprises and other marginalised groups N/A A margin of preference for Preferential Treatment shall not Where a margin of preference applies, the criteria for eligibility and the application methodology are described in Section 3 Evaluation Methodology and Criteria
F. Award of Contract	
ITB 46.2	The Adjudicator proposed by the Procuring and Disposing Entity is: Malawi Engineering Institution The hourly fee for this proposed Adjudicator shall be: K50,000.00 The biographical data of the proposed Adjudicator is as attached to

Instructions to Bidders (ITB) reference	Data relevant to ITB
	this Bid Data Sheet.

Section 3. Evaluation and Qualification Criteria

Procurement Reference Number: RA/W/DEV/SADC/2026/03

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

A. Evaluation Methodology

1. Methodology Used

- 1.1 The evaluation methodology to be used for the evaluation of Bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

- 2.1 The evaluation shall be conducted in the following sequential stages –
 - (a) A preliminary evaluation to determine the eligibility of Bidders and the administrative compliance of Bids received;
 - (b) A detailed evaluation to determine the technical responsiveness of the eligible and compliant Bids;
 - (c) A financial evaluation to compare costs of the responsive Bids received and thereafter determine the lowest evaluated Bid; and
 - (d) Post qualification to confirm whether the lowest evaluated Bidder has the capacity and resources to effectively execute the procurement. Where applicable, a thorough due diligence should be conducted
- 2.2 Failure of a Bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the detailed evaluation stage.

B. Preliminary Evaluation

3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined in accordance with ITB Clause 4
- 3.2 The documentation required to provide evidence of eligibility shall be as prescribed in ITB 4

3.3 For inclusion of a provision on Joint Venture, Consortiums and Associations

- a) A certificate of registration issued by the Authority for Bidders currently registered with the Authority or a copy of the Bidder's trading license or equivalent and a copy of the Bidder's certificate of registration or equivalent for Bidders not currently registered with the Authority; and
- b) A statement in the Bid submission sheet that the Bidder meets the eligibility criteria stated in ITB 4.1 and 4.4
- c) A declaration in the Bid submission sheet of nationality of the Bidder
- d) A declaration in the Bid submission sheet that the Bidder is not under suspension by the authority
- e) Fulfillment of obligations to pay taxes where applicable

3.4 For Joint Venture or Consortiums or Associations

- a) A registered Power of Attorney from each member or partner if drawn and signed in Malawi; or a notarized Power of Attorney if drawn and signed outside Malawi, nominating a representative to conduct all business on its behalf during the Bid preparation, Bidding process and contract execution in case of award of the contract
- b) The documentation in Section 3.2 for each member or partner and a copy of the Joint Venture / Consortium / Association Agreement which is legally binding on all partners or members stating that:
 - (i) The partners or members shall jointly submit a Bid;
 - (ii) One of the parties will be nominated as lead member or partner to act for and on behalf of all members or partners;
 - (iii) The authorized representative of the lead member or partner who was granted power of attorney shall sign the Bid;
 - (iv) If the Bid is successful, the contract shall be executed in the name of the Joint Venture (JV), Consortium or Association and each member or partner shall sign the contract agreement; and
 - (v) All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms

3.5 Declaration: Environmental and Social (ES) past performance

A Bidder shall declare any civil work contracts that have been suspended or terminated and/or performance security called by a Client for reasons of breach

of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.

4 Administrative Compliance Criteria

- 4.1 The evaluation of Administrative Compliance criteria shall be conducted in accordance with ITB Clause 13.
- 4.2 Eligibility and administrative compliance shall be determined on a pass or fail basis and a Bid which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation

C. Detailed Evaluation

5. Assessment of Responsiveness

The assessment of responsiveness will consider the following criteria:

- (a) Acceptance of the conditions of the proposed contract;
- (b) Acceptable completion schedule;
- (c) Acceptability of the proposed program (work method and schedule), including relevant drawings and charts.

6. Mobilization

Evaluation of the responsiveness of a Bid to the technical requirements will include an assessment of the Bidder's capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 7 (Statement of Requirements).

7. Personnel and Equipment

A. Personnel

The Bidder must demonstrate that it will have the key personnel for the following positions that meet the following requirements:

No .	Position	General Work Experience (years)	Experience in Similar Works (years)
1.	Contract Manager	10	5
2.	Electrical Engineer	5	5
3.	Social Safeguard Specialist	5	3
4.	Occupation Health Officer	5	3

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section 4, Bidding Forms.

B. Equipment

The Bidder must demonstrate that it shall have access to the key equipment listed hereafter (either by ownership, lease or hire): attach documentary evidence of ownership, lease, hire such as registration books, agreements or memoranda or purchase order).

No.	Equipment Type and Description/ Capacity	Minimum required	Number
1	1 tonner lorry	5	
2	3 tonner lorry	5	
3	10 tonner lorry	5	
4	Hiab truck	1	

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4.

8. Qualifications Criteria

- 8.1 The information required from Bidders in ITB Clause 5.3 is modified as follows:
- 8.2 The requirements for joint ventures in ITB Clause 5.3 are modified as follows:
- 8.3 To qualify for award of the Contract, in accordance with ITB Clause 5.3, Bidders shall meet the following minimum qualifying criteria:
- (a) average annual volume of construction work over the past 5 years of at least MK500 Million;
 - (b) experience as prime contractor in the execution of at least 2 works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least seventy (70) percent complete);
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment:
 - (i) 5no. 1 tonne lorry
 - (ii) 5no. 3 tonne lorry
 - (iii) 5no. 10 tonne lorry
 - (iv) 1no. Hiab truck
 - (d) personnel with the following qualifications and experience:
 - (i) Contract Manager – at least a Bachelors degree in Engineering with more than 10 years experience.

- (ii) Electrical Engineer – at least a Bachelors degree in Electrical Engineering with more than 5 years experience.
 - (iii) Social Safeguards Specialist - at least a Bachelors degree in social work or related areas with more than 5 years experience.
 - (iv) Occupation Health Officer – at least a Bachelors degree in Environmental Health or related areas with more than 5 years experience.
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than K400 Million;
- 8.4 A consistent history of contract non-performance, litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.
- 8.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria in (a) to (e)
- 8.6 for a joint venture to qualify, each of its partners must meet at least twenty-five (25) percent of minimum criteria (a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40) percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.
- 8.7 Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

9. Participation by Micro, Small and Medium Enterprises

- 9.1 If indicated in the Bid Data Sheet, Bidders for works contracts applying for a margin of preference for participation by micro, small and medium enterprises (MSME) in Bid evaluation shall provide such information, including details of ownership, certificates of registration, certificate of the category within the MSMEs as are necessary to confirm whether a particular contractor or group of contractors qualifies for preference based on being a micro, small and medium enterprise.
- 9.2 A margin of preference may be awarded to established MSME contractors who are registered as Malawian contractors by the National Construction Industry Council, and Ministry of Trade.
- 9.3 The margin of preference for MSMEs shall be applied as follows:

After Bids have been received and reviewed by the Procuring and Disposing Entity, responsive Bids shall be classified into the following groups -

- (a) Group A, namely, Bids offered by MSMEs contractors and joint ventures eligible for the preference.
- (b) Group B, namely, Bids offered by other contractors.

For the purpose of evaluation and comparison of Bids only, an amount equal to the percentage, as indicated in the MSME Order, of the Bid amount shall be added to Bids received from contractors in Group B.

Section 4. Bidding Forms

List of Forms

Bid Submission Form

Beneficial Ownership Disclosure Form

Priced Schedules

Bid Security Form (Bank Guarantee)

Bid Securing Declaration

Advance Payment Security Form

Qualification Information Forms A to Q

Unit Rates Analysis Form I

Environmental, Social, Health and Safety Declaration

Note: All forms, requiring information to be completed by the Bidder in bold in square brackets e.g. **[insert date]** etc.

Note to Bidders: This Bid Submission Form 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.

Bid Submission Form

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to execute the **[insert the name and procurement reference number of the Contract]** in conformity with the Bidding Documents for the Contract Price of **[insert amount in numbers and words]** Malawi Kwacha;
- (c) We offer to execute the works in accordance with the Work Program in conformity with the Bidding Documents for a period not exceeding **[insert number of weeks or months]**
- (d) The advance payment required is: **[insert amount in numbers and words]** Malawi Kwacha;
- (e) Our Bid shall be valid for a period of **[specify the number of days that the Bid is valid for]** calendar days from the date fixed for the Bid submission deadline in accordance with clause 23.1 of the ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We have no conflict of interest in accordance with clause 4.3 of the ITB;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been debarred from participation in public procurement by the Government of the Republic of Malawi, in accordance with clause 4.4 of the ITB;
- (h) Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract

relating to the purchase of goods, works and services by any Procuring and Disposing Entity.

- (i) The names and physical addresses of the Directors of our firm are provided in the table below:

Name	Address

- (j) The names and physical addresses of the Beneficial Owners our company are provided in the table below:

Name	Address

- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (l) We accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator. **[or]** We do not accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

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

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

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- 1. directly or indirectly holding 5% or more of the shares*
- 2. directly or indirectly holding 5% or more of the voting rights*
- 3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*
- 4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;*
- 5. has a significant stake in a company and on whose behalf activity of a company is conducted; or*
- 6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.*

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

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

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 5% or more of the shares (Yes / No)	Directly or indirectly holding 5 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.
- directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;

- has a significant stake in a company and on whose behalf activity of a company is conducted; or
- exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"
- directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
- has a significant stake in a company and on whose behalf activity of a company is conducted; or
- exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

Name of the Bidder: [insert **complete name of the Bidder**]¹

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
[insert **complete name of person duly authorized to sign the Bid**]²

¹ In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

² Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Title of the person signing the Bid: [insert **complete title of the person signing the Bid**]

Signature of the person named above: _____

Date signed [insert **ordinal number**] day of [insert **month**], [insert **year**]

Note to Bidders: Bidders shall submit a fully priced Bills of Quantities for Admeasurement Contracts or Activity Schedule for Lump Sum Contracts as provided in Section 7 of the Bidding Documents.

Each page of the Bills of Quantities or the Activity Schedule should be initialled by a person with the proper authority to sign documents for the Bidder.

Priced Schedules

(Bills of Quantities or Activity Schedule)

(The following tabulation shall be used when calculating final Bid Prices for works procurements)

Note to Bidders: This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its Bid, in accordance with ITB Clause 20. Except for indicated fields, no changes shall be made in this template, any changes made shall result in rejection of the Bid.

Bid Security (Bank Guarantee)

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

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

Whereas **[insert complete name of Bidder]** (hereinafter "the Bidder") has submitted its Bid dated **[insert date (as day, month and year) of Bid submission]** for procurement reference no. **[insert procurement reference no]** for the construction of **[insert name of Contract]**, hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE **[insert complete name of bank issuing the Bid Security]**, of **[insert city of domicile and country of nationality]** having our registered office at **[insert full address of the issuing institution]** (hereinafter "the Bank"), are bound unto **[insert complete name of the Procuring and Disposing Entity]** (hereinafter "the Procuring and Disposing Entity") in the sum of **[specify in words the amount and currency of the Bid security (specify the amount and currency in figures)]**, for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the Bank binds itself, its successors or assignees by these presents.

Sealed with the Common Seal of this bank, this **[insert day in numbers]** day of **[insert month]**, **[insert year]**.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid Submission Form, except as provided in ITB Clause 21.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring and Disposing Entity, during the period of Bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 36; or
 - (c) accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to ITB Clause 28.

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity state that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid validity, as stated in the Bid Submission Form or as it may be extended by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect thereof should be received by the Bank no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: **[insert complete name of person signing the Bid Security]** In the capacity of **[insert legal capacity of person signing the Bid Security]**

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

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

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

Note to Bidders: This Bid Securing Declaration should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign the Bid Securing Declaration. It should be included by the Bidder in its Bid, in accordance with ITB Clause 20. Except for indicated fields, no changes shall be made in this template, any changes made shall result in rejection of the Bid.

Bid Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated.]

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

Bidding process] Procurement Reference No.: **[insert number of**

alternative] Alternative No.: **[insert identification No. if this is a Bid for an**

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

We, the undersigned, declare that

- 1 We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.
- 2 We accept that we will automatically be debarred from being eligible for Bidding in any contract with the Procuring and Disposing Entity and/or any other government entity for a period of **twenty-four (24) months** starting on the date as may be determined by the Government of Malawi if we are in breach of our obligation(s) under the Bid conditions, because we:
 - (a) have withdrawn our Bid during the period of Bids validity specifies by us in the Bid Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Procuring and Disposing Entity during the period of Bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 44; or (iii) fail to accept the correction of its Bid by the Procuring and Disposing Entity, pursuant to ITB Clause 30.
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bid.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the

name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Date: on day of,..... **[insert date of signing]**

Note to Bidders: The information to be filled in by Bidders in the following pages will only be used for purposes of post-qualification or for verification of pre-qualification as provided for in Clause 5 of the Instructions to Bidder and will not form part of the Contract. Attach additional pages as necessary. If used for pre-qualification verification, the Bidder should fill in updated information only.

Qualification Information Form A

- | | |
|--|---|
| 1. Individual Bidders or Individual Members of Joint Ventures | <p>1.1 Constitution or legal status of Bidder: [attach copy]</p> <p>Certificate as a Micro, Small or Medium Enterprise: [attach copy, applicable where preference for MSMEs applies]</p> <p>Place of registration: [insert]</p> <p>Principal place of business: [insert]</p> <p>Power of attorney of signatory of Bid: [attach]</p> <p>1.2 Average annual volume of construction work performed in the previous number of years specified in Section 3, Evaluation and Qualification Criteria: [insert details in Form D]</p> <p>1.3 Work performed as prime Contractor on works of a similar nature and volume over the last five (5) years. Also list details of work under way or committed, including expected completion date. [insert details in Forms I, J, K, L & M]</p> <p>1.4 Major items of Equipment proposed for carrying out the Works. List all information requested below. [insert details in Form N]</p> <p>1.5 Qualifications and experience of key personnel for administration and execution of the Contract. Attach biographical data. [insert details in Form O & P]</p> <p>1.6 Proposed subcontracts and firms involved.</p> <p>1.7 Financial reports for the last five (5) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.</p> |
|--|---|

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supporting documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring and Disposing Entity.
- 1.10 Information on any current litigation in which the Bidder is involved. **[insert details in Form C]**
- 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorising signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the

partner in charge.

**3. Additional
Requirements**

3.1 Bidders should provide any additional information required in Sections 2 or 3 of the Bidding Document or to fulfil the requirements of Clause 5.1 and Clause 31 of the Instructions to Bidders, if applicable.

Qualification Information Form B: Historical Contract Non-Performance

Bidder's Name: _____ Date: _____

JV/ Consortium / Association Partner Names: _____

Procurement Reference No.: _____

Non-Performing Contracts in accordance with the Technical Criteria			
- Contract non-performance did not occur during the stipulated period, in accordance with Factor 8 of Section 3. - Contract non-performance during the stipulated period, in accordance with Factor 8 of Section 3.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract _____ Identification: _____ Name _____ of _____ Client: _____ Address _____ of _____ Client: _____ Matter _____ in _____ dispute: _____	_____

Qualification Form C: Pending Litigation

Pending Litigation, in accordance with Section 3			
• No pending litigation in accordance with Factor 8 of Section 3 • Pending litigation in accordance with Factor 8 of Section 3, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount
_____	_____	Contract Identification: Name of Client: Address of Client: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Client: Address of Client: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Client: Address of Client: Matter in dispute:	_____

Qualification Form D: Environmental, Social, Health and Safety Performance Declaration

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section 3, Qualification Criteria, and Requirements			
☐ No suspension or termination of contract: A Client has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance specified in ITB Clause 38.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by a Client(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance as specified in, ITB Clause 38. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (value, currency, exchange rate and MWK equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Client: <i>[insert full name]</i> Address of Client: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Client: <i>[insert full name]</i> Address of Client: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by a Client(s) for reasons related to ESHS Performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and MWK equivalent)

[insert year]	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Client: <i>[insert full name]</i> Address of Client: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>	[insert amount]
---------------	---	-----------------

Qualification Form E: Current Contract Commitments / Works in Progress

[The following table shall be filled in by the Bidder, each member of a Joint Venture / Consortium / Association]

Bidder's Name: *[insert full name]* Date: *[insert day, month, year]*

Joint Venture / Consortium / Association Member's Name: *[insert full name]*

Proc. Reference No: *[insert Reference Number]*

[Bidders and each partner to a JV/ Consortium / Association should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Name of contract	Client, contact address/tel/fax	Value outstanding of work	Estimated completion date	Average monthly invoicing over last six months (MWK /month)
1.				
2.				
3.				
4.				
5.				
etc.				

Qualification Form F: Financial Situation: Historical Financial Performance

Bidder's Name: _____ Date: _____

JV/ Consortium / Association Partner Legal Name:

Procurement Reference No.: _____

To be completed by the Bidder and, if JV/ Consortium / Association, by each partner

Financial information in MWK equivalent	Historic information for previous _____ (____) years (MWK equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Qualification Form G: Average Annual Construction Turnover

Bidder's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Annual turnover data (construction only)		
Year	Amount and Currency	MWK equivalent
	_____ _____ _____	_____ _____ _____
	_____ _____ _____	_____ _____ _____
	_____ _____ _____	_____ _____ _____
	_____ _____ _____	_____ _____ _____
	_____ _____ _____	_____ _____ _____
*Average Annual Construction Turnover	_____ _____ _____	_____ _____ _____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section 3, Factor 8, divided by that same number of years.

Qualification Form H: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3: Evaluation Methodology and Criteria.

Source of financing	Amount (MWK equivalent)
1.	
2.	
3.	
4.	

Qualification Form I: General Experience

Bidder's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Startin g Month / Year	Endin g Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Client: Address:	_____ —

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Qualification Form J: Specific Experience Form 1

Bidder's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Similar Contract Number: _____ <i>[insert specific number] of</i> <i>_____ [insert total number of contracts required].</i>	Information		
Contract Identification	_____ _____		
Award date Completion date	_____ _____ _____		
Role in Contract	☐ Prime Contractor	☐ Management Contractor	☐ Subcontract or
Total contract amount	_____ _____		MWK _____ _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____ _____	MWK _____ _____
Client's Name:	_____ _____		
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____ _____ _____		

Qualification Form K: Specific Experience Form 2

Bidder's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

Similar Contract No. ____<i>[insert specific number]</i> of ____<i>[insert total number of contracts]</i> required	Information
Description of the similarity in accordance with Sub-Factor 6.2.8a) of Section 3: Evaluation Methodology and Criteria.:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Qualification Form L: Specific Experience in Key Activities 1

Bidder's Name: _____

Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
Total contract amount	_____		_____
If partner in a JV / Consortium / Association, specify participation of total contract amount	_____ %	_____	_____
Client's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

Qualification Form M: Specific Experience in Key Activities 2

Bidder's Name: _____ Date: _____

JV/ Consortium / Association Partner Name: _____

Procurement Reference No.: _____

	Information
Description of the key activities in accordance with Sub-Factor 6.2.9 b) of Section III:	

We, the undersigned, declare that the information contained in and attached to these forms is true and accurate as of the date of Bid submission:

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

Name: *[insert complete name of authorized person signing the Qualification Form]*

Duly authorised to sign the Qualification Form for and on behalf of: *[insert complete name of Bidder or name of Joint Venture/ Consortium / Association]*

Dated on _____ day of _____, _____ *[insert day / month / year of signing]*

Qualification Form N: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Qualification Form O: Key Personnel

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to meet the specified requirements for each of the positions listed in Section III to perform the Contract. The data on their experience should be supplied using the Form P below for each candidate.

1.	Title of position:
	Name
2	Title of position:
	Name
3.	Title of position:
	Name
4	Title of position:
	Name:
5	Title of position:
	Name
6	Title of position:
	Name
7	Title of position:
	Name
8	Title of Position:
	Name

Qualification Form P: Key Personnel

Resume and Declaration

Contractor's Representative and Key Personnel

The Bidder shall provide all the information requested below.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarise professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project, Position, and Relevant Technical and Management Experience*

Declaration

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature:

Date: (day month year):

Qualification Form Q: Schedule of subcontractors

With reference to ITB Clause 4, the Bidder shall list below the subcontractors he intends to appoint for the various items of work on these contract alternatives may be mentioned.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work

Qualification Form R: Analysis of Main Unit Rates (1)

SCHEDULE V-1

ANALYSIS OF MAIN UNIT RATES

Item No. (See Bills)	Material s MWK	Labour MWK	Plant, Equipme nt Transpo rt MWK	Fuel & Lubricants MWK	Overhead s & Profit MWK	Total Rate MWK

Signed: _____

Name and Position: _____
(Tenderer or his Representative)

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY DECLARATION

We, _____ (*Name of Bidder*) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

- (a) We have read, understood, and will comply with:
 - (i) the Environment Management legal framework or policies in conservation and management of the environment.
 - (ii) all necessary and appropriate measures to protect and manage the environment
 - (iii) all necessary and appropriate measures to conserve natural resources and to promote sustainable utilization of natural resources
 - (iv) all steps and measures necessary for ensuring that social safeguard issues including but not limited to gender, human rights, disability, Child Protection, HIV and AIDS are mainstreamed throughout all construction stages to minimize the negative impacts on the environment, social, health and safety matters

2. AGREE THAT:

- (a) In the event that our Bid is successful, we shall, within 15 days from the receipt of the Acceptance Letter comply with the requirements to produce the following environmental, social, health and safety plans as provided in Section 10:- Site Organisation Plan, Mobilisation and Construction Schedule Plan, Code of Conduct for Contractors Personnel Plan, ESHS Management Strategies and Implementation Plan.
- (b) Contract negotiations shall only commence if our plans comply with the Malawi standards on the protection and management of the environmental, social, health and safety matters.
- (c) We will automatically be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity and any other government entity for a period of twenty-four (24) months starting on the date as may be determined by the Authority if we are in breach of our obligation(s) under the Bid conditions.

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

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

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

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

Section 5. Eligible Countries

Procurement Reference Number:

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

46.1 A country shall not be eligible if:

46.1.1 as a matter of law of 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 works required; or

46.1.2 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 works from that country or any payments to persons or entities in that country.

Section 6. Corruption and Fraud

1. The Malawi Government requires that Procuring and Disposing Entities, Bidders and Suppliers, participating in public procurement, observe the highest standard of ethics during the procurement and execution of such contracts.

(a) For purposes of this provision—

“coercive practices” mean practices intended at harming or threatening to harm, directly or indirectly, a person or a person’s asset, to influence that person’s participation in a procurement proceeding, or effect the execution of a procurement contract;

“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, noncompetitive levels;

“corrupt practice” has the meaning ascribed to the term by the Corrupt Practices Act (Cap7:04 of the Laws of Malawi);

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process, the execution of a contract or avoid an obligation; and

“obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation

- (b) The Malawi Government 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;
- (c) The Authority 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; and
- (d) The Procuring and Disposing Entity will cause every Bidder to acknowledge and sign Anti-Corruption Declaration in this Section under Oath, a confirmation that the Bidder, its subcontractors, joint venture partners, or any other associate has not been convicted or is under investigation on corruption and fraud related cases. Failure to sign the Declaration shall lead

to disqualification.

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

ANTI-CORRUPTION DECLARATION FORM

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

1. PLEDGE THAT:

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

2. AGREE THAT:

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

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

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

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

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

Section 7. Schedule of Requirements

A. Scope of Works

B. Bills of Quantities or Activity Schedule

(a) Bills of Quantities

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

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

Name of Bidder: *[Insert the name of the Bidder/Joint Venture/Consortium/Association]*

Material Code	Material Description	Unit	Quantity	Rate	Amount (K)
1013006	915 Wood Stay Baulks	PCS	478		
1001010:16mm ²	ALUMINIUM TWIN CONDUCTOR AAC PVC	MTR	19345		
1008014:100mm	Aluminium Suspension Clamps	PCS	96		
1002003:12mm ²	BARBED WIRE GALVANIZED 12MM ²	MTR	1799		
1001015:100mm ²	BARE CONDUCTOR AAC 100MM ²	MTR	78792		
1001003:100mm ²	BARE CONDUCTOR PVC AAAC 100MM ²	MTR	80640		
1007008:33KV	Binding In Stirrup	PCS	240		
1007001	Bobbin Insulator	PCS	2304		
1008004:M16X150	Bolt and Nut Galvanized	PCS	348		
1008004:M16X200	Bolt and Nut Galvanized	PCS	924		
1008004:M16X260	Bolt and Nut Galvanized	PCS	792		
1008004:M20X200	Bolt and Nut Galvanized	PCS	40		
1008004:M20X260	Bolt and Nut Galvanized	PCS	112		
1008004:M20X300	Bolt and Nut Galvanized	PCS	21		
1008004:M20X450	Bolt and Nut Galvanized	PCS	38		
1008004:M20X600	Bolt and Nut Galvanized	PCS	18		
1003015:185mm ²	COPPER CABLE 3 CORE 11KV PILC 185MM ²	MTR	760		
1003001:70mm ²	COPPER CABLE 4 CORE PVC STEEL WIRE	MTR	210		
1001001:70mm ²	COPPER CONDUCTOR HARD DRAWN 70MM ²	MTR	1800		
1004007:100mm ²	Copper Aluminum Conductor Connectors	MTR	462		
1006012	Copper Lugs for Transformer	PCS	189		
1004005	Copper to Aluminium Connectors	PCS	9		
1008022	D-Iron	PCS	1512		
1801025	Danger/Poopsy Plates	PCS	248		
1008005:M16X300	EYE-BOLT AND NUT GALVANIZED	PCS	6		
1008005:M20X300	EYE-BOLT AND NUT GALVANIZED	PCS	51		
1008005:M20X450	EYE-BOLT AND NUT GALVANIZED	PCS	330		
1011005:12mm	Earth Rods Galvanized	PCS	84		
1008010:M20	Eye-Nut Galvanized	PCS	147		
1010004:10A	Fuse Link 11KV	PCS	18		
1010033:11KV	Fuse Link Assembly Circuit Drop Out	PCS	18		
1010033:33KV	Fuse Link Assembly Circuit Drop Out	PCS	9		
1008019	Galvanized Clevis Adaptors-S/M	PCS	477		
1008020	Galvanized Steel Insulator Hooks	PCS	477		
1007010	Glass Disc Insulator	PCS	621		
1002002:7/12	Guy Grip	MTR	717		
1002002:7/8	Guy Grip	MTR	717		
1010014:250A	HRC Fuse	PCS	36		
1010034:33KV	HV Fuse Carriers	PCS	9		
1004004:5/8	Line Tap M/O	PCS	162		
1011006:M12	M12 Earth Rods Galvanized	PCS	231		
1010031	MV Fuse Units (Lucy Oxford)	PCS	36		
1004003:100MM ²	PG CLAMPS 100MM ²	MTR	462		
1004003:50MM ²	PG CLAMPS 50MM ²	MTR	180		
1007009	Pilot Spindles	PCS	200		
1007003:11KV	Pin Insulator	PCS	481		
1007003:33KV	Pin Insulator	PCS	157		
1007007:200Kg	Pin Insulator Spindle 11KV	PCS	318		
1007006:400Kg	Pin Insulator Spindle 33KV	PCS	120		
1013005:X11	Rustic Crossarms	PCS	14		
1013005:X17	Rustic Crossarms	PCS	12		

1013005:X31	Rustic Crossarms	PCS	38	
1013005:X48	Rustic Crossarms	PCS	106	
1013005:X49	Rustic Crossarms	PCS	40	
1008012:50mm	Snail Clamps Aluminium	PCS	381	
1013008	Spacer Block SP10	PCS	55	
1008002:M12	Spring Washer Steel Galvanized	PCS	18	
1008002:M20	Spring Washer Steel Galvanized	PCS	12	
1007002:LV	Stay Insulator	PCS	239	
1007005	Stay Insulator Heavy Duty Hv	PCS	239	
1008003:M12	Stay Rod	PCS	239	
1008003:M18	Stay Rod	PCS	239	
1002001:7/12	Stay Wire Steel Galvanized	MTR	2390	
1002001:7/8	Stay Wire Steel Galvanized	MTR	3585	
1011002:11KV	Surge Diverter	PCS	18	
1011002:33KV	Surge Diverter	PCS	9	
1008017	Tie-Strap Twisted	PCS	332	
1013004	Transformer Bearers	PCS	6	
1013007:12mm	Wood Dowels	PCS	55	
1013001:10.8M	Wood Poles`STD'	PCS	152	
1013001:12.3M	Wood Poles`STD'	PCS	103	
1013001:9.0m	Wood Poles`STD'	PCS	429	
			Sub Total	
			PPDA Levy (1%)	
			VAT	
			GRAND TOTAL	

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

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

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

Duly authorised to sign the Bid for and on behalf of: *[insert complete name of Bidder/Joint Venture/Consortium/Association]*

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

(b) Activity Schedule

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

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

Name of Bidder: *[Insert the name of the Bidder/Joint Venture/Consortium/Association]*

Item number	Description of Activity	Amount (MK)/ US\$

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

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

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

Duly authorised to sign the Bid for and on behalf of: *[insert complete name of Bidder/Joint Venture/Consortium/Association]*

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

C. Drawings

List of Drawings	
Drawing Number	Drawing Title

D. Technical Specifications

[In drafting of the Specifications, care must be taken when drafting the Procuring and Disposing Entity's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of the Related Goods, materials and workmanship. Where other particular standards are specified, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms "or equivalent".]

E. Environmental, Social, Health and Safety Requirements

[The Procuring and Disposing Entity shall use the services of suitably qualified environmental, social, health and safety specialists to prepare the specifications for ESHS.

The Procuring and Disposing Entity shall attach or refer to its environmental, social, health and safety policies that will apply to the project.

If these are not available, it shall use the guidance in the User Guide in drafting an appropriate policy for the works]

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY DECLARATION

We, _____ (Name of Bidder) bearing the company registration number _____, hereby:

1. PLEDGE THAT:

(a) We have read, understood, and will comply with:

- (i) the Environment Management legal framework or policies in conservation and management of the environment.
- (ii) all necessary and appropriate measures to protect and manage the environment
- (i) all necessary and appropriate measures to conserve natural resources and to promote sustainable utilization of natural resources
- (ii) all steps and measures necessary for ensuring that social safeguard issues including but not limited to gender, human rights, disability, Child Protection, HIV and AIDS are mainstreamed throughout all construction stages to minimize the negative impacts on the environment, social, health and safety matters

2. AGREE THAT:

- (a) In the event that our Bid is successful, we shall, within 15 days from the receipt of the Acceptance Letter comply with the requirements to produce the following environmental, social, health and safety plans as provided in Section 10:- Site Organisation Plan, Mobilisation and Construction Schedule Plan, Code of Conduct for Contractors Personnel Plan, ESHS Management Strategies and Implementation Plan.
- (b) Contract negotiations shall only commence if our plans comply with the Malawi standards on the protection and management of the environmental, social, health and safety matters.

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

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

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

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

F. Completion Schedule

G: Supplementary Information

Section 8. General Conditions of Contract

A. General

1. Definitions

1.1 In these General Conditions of Contract, unless the context otherwise requires:

“Admeasurement Contract” means a contract based on a priced Bill of Quantities or schedule of unit price rates in which payment to the Contractor is subject to measurement of physical quantities of items by the Client.

“Adjudicator” is the person appointed jointly by the Client and the Contractor to resolve disputes in the first instance, as provided for in Clauses 27 and 28.

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid for an Admeasurement contract.

“Compensation Events” are those defined in Clause 46.

“Completion Date” is the date of completion of the Works as certified by the Project Manager, in accordance with Clause 58.

“Contract” is an agreement between the Client and the Contractor to execute, complete, and maintain the Works consisting of documents listed in Clause 2.3 .

“Contract Price” is the price stated in the Notice of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Contractor” means the Supplier appointed under the Contract for the performance of the Works.

“Contractor’s Bid” is the completed Bid document submitted by the Contractor to the Procuring and Disposing Entity.

“Days” means calendar days;

“Dayworks” are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

“Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.

“Defects Liability Period” is the period named in the Special Conditions of

Contract and calculated from the Completion Date during which the contractor has an obligation to return to the site to correct any defects.

"Drawings" include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

"ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

"Initial Contract Price" is the Price listed in the Procuring and Disposing Entity's Notice of Acceptance.

"Intended Completion Date" is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Special Conditions of Contract.

"Materials" are all supplies, including consumables, used by the Contractor for incorporation in the Works.

"months" means calendar months.

"Performance Security" is any monetary surety required by the Client to guarantee performance by the Contractor under the Contract.

"Plant" is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

"Procuring and Disposing Entity" is the party named in the SCC which employs the Supplier to carry out the Works

"Project Manager" is the person named in the Special Conditions of Contract (or any other competent person appointed by the Client and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

"Site" is an area where the project is being implemented as defined in the Special Conditions of Contract.

"Site Investigation Reports" means the factual and interpretative reports about the surface and subsurface conditions at the Site.

"specification" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Client.

"start date" means the latest date when the Contractor shall commence execution of the Works as provided in the SCC. It does not necessarily

coincide with any of the Site Possession Dates.

“subcontractor” means a person or corporate body assigned to carry out part of the work in the Contract, which includes work on the Site.

“temporary Works” means works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

“variation” means an instruction given by the Client which varies the Works.

“works” are what the Contract requires the Contractor to construct, install, and turn over to the Client, as defined in the Special Conditions of Contract.

2. Interpretation

2.1 In interpreting these General Conditions of Contract, singular includes plural, male also means female or neuter, and the other way around.

2.2 Headings have no significance.

2.3 Words have their normal meaning under the language of the Contract unless specifically defined. The Client will provide instructions clarifying queries about these General Conditions of Contract.

2.4 If sectional completion is specified in the Special Conditions of Contract, references in the General Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

- (1) Agreement (signed by both parties),
- (2) Minutes of Contract Negotiations,
- (3) Notice of Acceptance,
- (4) Bid Submission Sheet
- (5) Special Conditions of Contract,
- (6) General Conditions of Contract,
- (7) Specifications,
- (8) Drawings,
- (9) Priced Bill of Quantities, and

- (10) Any other documents listed in the Special Conditions of Contract as forming part of the Contract

3. Corruption and Fraud

- 3.1 The Malawi Government requires that all Bidders comply with the legal framework on corrupt and fraudulent practices as outlined in Section 6 of the Bidding Document
- 3.2 In line with the existing Anti-Corruption law, and policy, and as provided in this clause, Bidders, including its agents, sub-contractors, sub-consultants, service providers, suppliers, and personnel are subject to the signed Anti-Corruption Declaration in Section 6, as part of the qualification criteria

4. Language and Law

- 4.1 The language of the Contract is English and the law governing the Contract is that of Republic of Malawi
- 4.2 Except where otherwise specifically stated and subject to any restrictions in the Special Conditions of Contract, the Project Manager will decide contractual matters between the Client and the Contractor in the role representing the Client.

5. Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Procuring and Disposing Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association as specified in the SCC. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring and Disposing Entity

6. Delegation

- 6.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6.2 Client's specific approval is required for actions detailed in the SCC

7. Communications

- 7.1 Any communications between parties that are referred to in these Conditions shall be made in writing.

7.2 A notice shall be effective only when it is delivered.

8. Subcontracting

8.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the written approval of the Client.

8.2 Subcontracting shall not alter the Contractor's obligations.

9. Other Suppliers

9.1 The Contractor shall cooperate and share the Site with other suppliers, contractors, public authorities, utilities, and the Client on the dates given in the Schedule of Other Suppliers. The Contractor shall also provide facilities and services for them as described in the Schedule.

9.2 The Client may modify the Schedule of Other Suppliers and shall notify the Contractor of any such modification.

10. Personnel

10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

10.2 The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

10.3 The Project Manager may request the Contractor to remove a person who is a member of the Contractor's staff or work force and, state the reasons there.

10.4 The Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.

11. Procuring and Disposing Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are the Client's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

(i) use or occupation of the Site by the Works or for the purpose of the

Works, which is the unavoidable result of the Works, or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Client or by any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Client or in the Client's design, or due to war or radioactive contamination directly affecting the Republic of Malawi.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Client's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself a Client's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Client's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Client and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

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

13.2 The Contractor shall deliver policies and certificates for insurance to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Client may effect the insurance which the Contractor should

have provided and recover the premiums the Client has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

The Project Manager will clarify queries on the Special Conditions of Contract.

16. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17. Commencement and Completion Dates

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

18. Approval by the Project Manager

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for approval if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the

temporary works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent works, shall be subject to prior approval by the Project Manager before use.

19. Health and Safety

19.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel.

19.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents.

19.3 The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Client.

20.2 The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

21. Possession of the Site

21.1 The Client shall formally give possession of all parts of the Site to the Contractor.

21.2 If possession of a part is not given by the date stated in the SCC, the Client will be deemed to have delayed the start of the relevant activities, and this will be a compensation event.

22. Access to the Site

The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23. Contractor's Equipment

23.1 The Contractor shall be responsible for all Contractor's Equipment.

23.2 When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works.

23.3 The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Project Manager.

23.4 The consent of the Project Manager shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

24. Protection of the Environment

24.1 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations.

24.2 The Contractor shall ensure that emissions, surface discharges and effluent from

the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

25. Prohibition of Child Labour and other Harmful Labour Practices

25.1 The Contractor and its Subcontractor(s) shall not employ underage children in accordance with the labour laws and regulations applicable in Malawi and internationally.

25.2 A Contractor and its Subcontractor(s) shall ensure that they comply with all laws, regulations, policies, programs and interventions against gender inequality, sexual exploitation and abuse, as applicable in Malawi and internationally.

26. Instructions

The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

27. Procedure for Disputes Resolution

27.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Project Manager's decision

- 27.2 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.
- 27.3 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Contractor, whatever decision is reached by the Adjudicator.
- 27.4 Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision will be final and binding.
- 27.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
- 27.6 Where the Adjudicator resigns or dies or should the Client and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Client and the Contractor.
- 27.7 In case of disagreement between the Client and the Contractor, within thirty (30) days, on the appointment of the Adjudicator under Clause 27.6, the Adjudicator shall be designated appointed by the Appointing Authority designated in the SCC at the request of either party, within fourteen (14) days of receipt of such request.

B. Time Control

28. Programme of Works

- 28.1 Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval a Revised Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 28.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been

submitted.

28.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations.

28.5 The Contractor may revise the Programme and submit it to the Project Manager again at any time.

28.6 A revised Programme shall show the effect of Variations and Compensation Events.

29. Extension of the Intended Completion Date

29.1 The Project Manager, with approval of the Client, shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

29.2 The Project Manager, with approval of the Client, shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor requesting the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. Acceleration

30.1 When the Client requires the Contractor to complete the work before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor.

30.2 If the Client accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Client and the Contractor.

30.3 If the Contractor's priced proposals for acceleration are accepted by the Client, proposals will be incorporated in the Contract Price and treated as a Variation.

31. Delays Ordered by the Project Manager

The Project Manager, with approval of the Client, may instruct the Contractor to delay the start or progress of any activity within the Works.

32. Management Meetings

- 32.1 Either the Project Manager or the Contractor may require the other to attend a management meeting to review the plans for remaining works and to deal with matters raised in accordance with the early warning procedure.
- 32.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Client. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

33. Early Warning

- 33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works.
- 33.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date.
- 33.3 The Contractor as soon as reasonably possible and no later than the period specified in the SCC, shall provide the estimate.
- 33.4 Where the Contractor fails to give an early warning within such period as stated in the SCC, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment because of a Compensation Event and the Client shall be discharged from all Liability in connection with claims for extension of the Intended Completion Date and for a Compensation Event.
- 33.5 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

34. Identifying Defects

- 46.1.3 The Project Manager shall check the work of the contractor and notify the Contractor of any Defects found.
- 46.1.4 Such checking shall not affect the Contractor's responsibilities.
- 46.1.5 The Project Manager may instruct the Contractor to search for a Defect

and to uncover and test any work that the Project Manager considers may have a Defect.

35. Tests

If the Project Manager instructs the Contractor to carry out a test that is not specified under Clause 34 in the Specification to check whether any work has a Defect and the test shows a defect, that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

36. Correction of Defects

36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period.

36.2 The Defects Liability Period shall be extended for as long as identified defects remain to be corrected.

36.3 Every time notice of a defect is given, the Contractor shall correct the notified Defect within the time specified by the Project Manager's notice.

37. Uncorrected Defects

37.1 If the Contractor has not corrected a defect within the time specified in clause 36 the Project Manager will assess the cost of having the Defect corrected, and the Contractor will be liable for this amount.

37.2 The amount in clause 37.1 will be deducted from current and future payment certificates or paid by the Contractor if insufficient funds are due under the contract.

D. Cost Control

38. Bill of Quantities or Activity Schedule

38.1 This Contract is:

- (a) An Admeasurement Contract with a Bill of Quantities, subject to Option 1; or
- (b) A Lump Sum Contract with an Activity Schedule, subject to Option 2,
as indicated in the SCC.

Option 1: Bill of Quantities for Admeasurement Contract

38.2 The Bill of Quantities shall contain items for the construction, installation,

testing, and commissioning work to be done by the Contractor.

38.3 The Bill of Quantities shall be used to calculate the Contract Price.

38.4 The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

Option 2: Activity Schedule for Lump Sum Contract

38.5 The Contractor shall provide updated Activity Schedules within fourteen (14) days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be co-ordinated with the activities on the Programme.

38.6 The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.

39. Change in the Bill of Quantities or Activity Schedule

Option 1: Changes in the Bill of Quantities for Admeasurement Contracts

39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five (25) percent, provided the change exceeds one (1) percent of the Initial Contract Price, the Project Manager shall adjust the rate or price to allow for the change.

39.2 The Project Manager shall not adjust rates or prices from changes in quantities if the Initial Contract Price is exceeded by more than the percentage stated in the SCC, except with the prior approval of the Client.

39.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39.4 **Option 2: Changes in the Activity Schedule for Lump Sum Contracts** The Project Manager shall request the Contractor to provide an updated Activity Schedule

39.5 The Activity Schedule shall be amended by the Contractor to accommodate changes of Programme or method of working made at the Contractor's own discretion.

39.6 Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

40. Variations

The contractor shall include all Variations in updated Programmes (or in the case of Lump Sum Contracts in updated Programmes and Activity Schedules)

produced by the Contractor.

41. Payment for Variations

- 41.1 The Contractor shall provide the Project Manager with a quotation for carrying out a variation when requested to do so by the Project Manager.
- 41.2 The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 41.3 For Admeasurement Contracts only, if the work in the variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Clause 40.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates, which shall be lower, for the relevant items of work.
- 41.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 41.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 41.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

42. Cash Flow Forecasts

- 42.1 When the Programme (or in the case of Lump Sum Contracts the Programme or Activity Schedule) is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
- 42.2 The cash flow forecast shall include different currencies, where applicable and as defined in the Contract, converted as necessary using the Contract exchange rates.

43. Payment Certificates

- 43.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed and materials on site less the cumulative amount certified previously.

43.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

43.3 The value of work executed and materials on site shall be determined by the Project Manager.

43.4 The value of work executed and materials on site shall comprise the value of:

- (a) the quantities of the items in the Bill of Quantities completed in the case of Admeasurement Contracts; or
- (b) completed activities in the Activity Schedule in the case of Lump Sum Contracts.

43.5 The value of work executed shall include the valuation of Variations and Compensation Events.

43.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44. Payments

44.1 Payments shall be adjusted for deductions for advance payments and retention.

44.2 The Client shall pay the Contractor the amounts certified by the Project Manager within forty-five (45) days of the date of each certificate.

44.3 If the Client makes a late payment, the Contractor shall be paid interest on the late payment in the next payment.

44.4 Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

44.5 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

44.6 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

44.7 Items of the Works for which no rate or price has been entered in will not be paid for by the Client and shall be deemed covered by other rates and prices in the Contract.

45. Compensation Events

45.1 The following shall be Compensation Events:

- (a) The Client does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract.
- (b) The Client modifies the Schedule of Other Suppliers in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notice of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Client, or additional work required for safety or other reasons.
- (h) Other Suppliers, contractors, public authorities, utilities, or the Client does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The adverse effects on the Contractor of any of the Client's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion beyond a period of thirty (30) days; and
- (l) Other Compensation Events described in the SCC or determined by the Project Manager shall apply.

45.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased or the Intended Completion Date shall be extended. The Project Manager, with the approval of the Client, shall decide whether and by how much the Contract Price shall be increased and where determined necessary, the period of extension for the intended completion date.

45.3 The Project Manager shall submit information indicating or demonstrating the effort of each Compensation Event and the forecast on cost for the contractor.

45.4 The Project Manager shall assess the information submitted under clause 45.3 and the Contract Price shall be adjusted accordingly.

45.5 If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Contractor shall not be entitled to compensation to the extent that the Client's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

46. Taxes

46.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date twenty-eight (28) days before the submission of Bids for the Contract and the date of the last Completion certificate.

46.2 The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.

47. Currencies

Where payments are made in currencies other than Malawi Kwacha, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Bid Data Sheet.

48. Price Adjustment

48.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC.

48.2 If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.

48.3 A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c and B_c are coefficients specified in the Special Conditions of Contract, representing the nonadjustable and adjustable portions, respectively, of the

Contract Price payable in that specific currency "c"; and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing twenty-eight (28) days before Bid opening for inputs payable; both in the specific currency "c".

48.4 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

49. Retention

49.1 The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until completion of the whole of the works.

49.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed, and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

49.3 With the approval of the Client, upon completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

50. Liquidated Damages

50.1 The Contractor shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date.

50.2 The total amount of liquidated damages shall not exceed the amount provided in the SCC.

50.3 The Client may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

50.4 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

50.5 The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 45.1.

51. Bonus

The Contractor shall be paid a Bonus calculated at the rate per day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

52. Advance Payment

52.1 The Client shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Client in amounts and currencies equal to the advance payment.

52.2 The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor.

52.3 Interest shall not be charged on the advance payment.

52.4 The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. Any expenditure apart from these will be considered ineligible.

52.5 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

53. Securities

53.1 The contractor shall provide Performance Security to the Client within thirty (30) calendar days of receipt of the Notice of Acceptance in the amounts indicated in the SCC.

53.2 The contractor shall provide a Performance Security and an Environmental and Social, (ES) Performance Security for compliance with the Contractor's

ESHS obligations for the due performance of the Contract.

- 53.3 The Performance Security and the ES Performance Security shall be in the amount specified in the SCC in the form of a Bank Guarantee in the format specified in the contract and in an amount specified in the Special Conditions of Contract and by a bank acceptable to the Client) and shall be denominated in the currency in which the Contract Price is payable.
- 53.4 The proceeds of the Performance Security and, if applicable, the ES Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 53.5 The Performance Security and the ES Performance Security shall be in the form stipulated in Section 10 of the Bidding document.
- 53.6 The Performance Security and, if applicable, the ES Performance Security shall be provided to the Client no later than twenty-one (21) days after receipt of the Notice of Acceptance and shall be issued in the form of a Bank Guarantee in the format specified in the contract and in an amount specified in the Special Conditions of Contract and by a bank acceptable to the Client, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security (Bank Guarantee) shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.
- 53.7 An advance payment shall not be made unless and until the Contractor furnishes an advance payment guarantee covering the amount of the advance payment.

54. Dayworks

- 54.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 54.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two (2) days of the work being done.
- 54.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

55. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works

between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Completion of the Contract

56. Completion

The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so determining that the work is completed.

57. Taking Over

The Client shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a Certificate of Completion.

58. Final Account

58.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period.

58.2 The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within sixty (60) days of receiving the Contractor's account if it is correct and complete.

58.3 If the Contractor's account is incorrect or incomplete, it is not, the Project Manager shall issue within sixty (60) days a schedule that states the scope of the corrections or additions that are necessary.

58.4 If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

59. Operating and Maintenance Manuals

59.1 If "as built" Drawings or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

59.2 If the Contractor does not supply the Drawings or manuals by the dates stated in the SCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.

60. Termination

60.1 The Client or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

60.2 Fundamental breaches of Contract shall include the following:

- (a) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
- (c) the Client or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Client to the Contractor within ninety (90) days of the date of the Project Manager's certificate;
- (e) the Project Manager gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Special Conditions of Contract; and
- (h) if the Contractor, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

60.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 59.2 , the Project Manager shall decide whether the breach is fundamental or not.

60.4 Notwithstanding the grounds listed in clause 60.2 , the Client may terminate the Contract for convenience.

60.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

61. Payment upon Termination

61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to

the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the Contractor, the difference shall be a debt payable to the Client.

- 61.2 If the Contract is terminated for the Client's convenience or because of a fundamental breach of Contract by the Client, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

62. Property

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Client if the Contract is terminated because of the Contractor's default.

63. Force Majeure

- 63.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 63.2 If a Force Majeure event or situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 63.3 The Contractor shall not be liable for forfeiture of its performance security or retention monies held, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

64. Release from Performance

If the Contract is frustrated by an event of Force Majeure or by any other event entirely outside the control of either the Client or the Contractor, the

Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

Section 9. Special Conditions of Contract

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

GCC Clause Reference	Special Conditions
GCC 1.1	The Procuring and Disposing Entity is: Roads Authority The name and procurement reference number of the Contract is: Repositioning of ESCOM Infrastructure along Benga-Nkhotakota-Dwangwa Road – RA/W/DEV/SADC/2026/03 The Works are: Repositioning of ESCOM Infrastructure along the Benga-Nkhotakota-Dwangwa Road The Site is: Nkhotakota (along M5 road from Benga-Nkhotakota-Dwangwa) and is defined in Drawings Nos.: N/A The Start Date shall be: Within 28 days of Award of Contract The Intended Completion Date for the whole of the Works shall be: Within 6 months from the Start Date
GCC 2.3	The following documents form the Contract: Agreement (signed by both parties), Minutes of Contract Negotiations, Notice of Acceptance, Bid Submission Sheet, Special Conditions of Contract, General Conditions of Contract, Specifications, Priced Bills of Quantities
GCC 4.1	The language of the Contract is English and the law governing the Contract are Laws of the Republic of Malawi .
GCC 5	The leader of the JV or Consortium or Association is.....
GCC 6	Delegation of the following duties will require Clients' approval: Variations resulting in an increase of the Accepted Contract Amount
GCC 8	The Contractor shall not assign the contract without the approval of the Procuring and Disposing Entity
GCC 10.1	Key personnel as indicated in the Qualification Information Form (paragraph 1.5 of this Form) is part of the Contract

GCC Clause Reference	Special Conditions
GCC 14.1	The insurance cover and deductibles shall be: (a) The minimum cover for insurance of the Works, Plant and Materials is K30 Million per occurrence with the number of occurrences unlimited (b) The maximum deductible for insurance of the Works, Plant and Materials is K50 Million (c) The minimum cover for Insurance of Equipment is: K50 Million (d) The maximum deductible for Insurance of Equipment is: K200 Million (e) The minimum cover for Insurance of Property is: K50 Million (f) The maximum deductible for Insurance of Property is: K100 Million (g) The minimum cover for Insurance of personal injury or death is K50 Million with no deductible
GCC 15	Site Investigation Report(s) shall not be part of the contract.
GCC 22	The Site Possession Date shall be: within 28 days of Award of Contract
GCC 25.2	The ES Performance Security will be in the amounts of 2 % of the Contract Price and in the same currency(ies)
GCC 28.3	Fees and reimbursable expenses to be paid to the Adjudicator are: Fees calculated using the hourly rate, plus travel, accommodation, and air time expenses
GCC 28.4	The institution whose arbitration procedures shall be used is: CIRA Arbitration shall take place at: Lilongwe
GCC 28.5	The Appointing Authority for the Adjudicator is: The Chairman of the Malawi Engineering Institution
GCC 29.1	The Contractor shall submit a revised Programme for the Works within 28 days of delivery of the Notice of Acceptance.
GCC 29.3	The period between programme updates is: One Month The amount to be withheld for late submission of an updated programme is 2% of current interim Payment Certificate amount
GCC 37.1	The Defects Liability Period is: 12 months

GCC Clause Reference	Special Conditions
GCC 39.1	This contract is Admeasurement contract
GCC 46.1	The following shall also be Compensation Events: Adverse Weather
GCC 49.1	The Contract is not subject to price adjustment.
GCC 49.2	The Index I for Malawi Kwacha will be: N/A The Index I for the specified international currency will be: N/A The Index I for currencies other than Malawi Kwacha and the specified international currency will be: N/A
GCC 50.1	The proportion of payments retained is 10% from each interim Payment Certificate and the maximum amount retained shall be 10% of the accepted Contract Price
GCC 51.1	The rate per day for liquidated damages is 0.05% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.
GCC 52	The Bonus for the whole of the Works is N/A of the final Contract Price per day. The maximum amount of Bonus for the whole of the Works is% of the final Contract Price.
GCC 53.1	The Advance Payment will be equivalent to 20% of the Contract Price and will be paid in the same currencies and proportions as the Contract Price. It will be paid to the Contractor no later than 28 days after Contract Award
GCC 53.3	The Advance Payment will be repaid by deducting equal amounts from payments due to the Contractor each month during the period starting 2 months after the Start Date and ending 5 months after the Start Date.
GCC 54.1	The Performance Security in the amount of 8% of the Contract Price is required
GCC 60.1	The date by which operating, and maintenance manuals are required is: N/A The date by which "as built" drawings are required is: N/A
GCC 60.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is: N/A
GCC 62.1	The percentage to apply to the value of the work not completed upon termination, representing the Client's additional cost for completing the Works, is: 10% of the

GCC Clause Reference	Special Conditions
	final Contract Price

Section 10. Contract Forms

Agreement

Procurement Reference No:

THIS AGREEMENT made the ... day of, ,20.., between of (hereinafter called "the Employer"), of the one part, and of (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is desirous that the Contractor execute (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the sum of (hereinafter called the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the Schedule of Requirements;
 - (d) the Bid Submission Form and the priced Activity Schedule or priced Bill of Quantities submitted by the Contractor; and
 - (e) the Employer's Notification to the Contractor of award of contract;
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price 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.
5. The Contract Price or such other sum as may be payable shall be paid in Malawi Kwacha.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

for the Procuring and Disposing Entity

Namein the capacity of

Signature.....

WitnessSignature.....

For and on behalf of the Contractor

Name in the capacity of

Signature.....

WitnessSignature

Note for Bidders: The Performance 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.

Performance Security

(Bank Guarantee)

Performance Bank Guarantee (Unconditional)

Date: **[insert date]**

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

To: **[name and address of Employer]**

WHEREAS **[name and address of Contractor]** (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **[number]** dated **[date]** to execute **[name of Contract and brief description of Works]** (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE WE hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **[amount of Guarantee]** **[amount in words]**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **[amount of Guarantee]** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.

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

Signature and seal of the Guarantor:

Name of Financial Institution:

Address:

Date:

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

Advance Payment Security

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

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

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

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Contractor]** (hereinafter called "the Contractor") 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 Contractor, 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 Contractor, 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 Contractor under the Contract until **[insert day and month]**, **[insert year]**.

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

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

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

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

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

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

Site Organization and Method Plan

The Bidder shall:

- (a) provide a comprehensive Method Statement, with drawings where applicable, showing the methods proposed by the Bidder for carrying out the Works, including:
 - proposed location of main office on the site, workshops, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required)
 - site organization
 - the method including the number of equipment, labour and materials to be used for carrying out each major category of Works
 - the logical sequence and correlation between the major categories of activities (Works)
 - traffic measures during the Works
- (b) provide details of the temporary and permanent Works to be constructed, taking into account the prevailing climatic conditions and the requirement to obtain various permits and approvals and that the existing system must remain functioning during construction.

As a minimum the Method Statement shall include the following

- 1) Location of Sites (e.g. site offices, stocks, warehouses)
- 2) Project Organisation (e.g. Project Management, Elaboration of Shop Drawings, Material Procurement)
- 3) Method for Removal of existing Surfaces and their Reinstatement
- 4) Method for Earthworks
- 5) Method for pipe installation
- 6) Method for Demolition Works, incl. separation into and handling of hazardous waste, residue and recyclable material
- 7) Method for Concrete Works
- 8) Method for Block Works
- 9) Method for Electrical Works
- 10) Health and Safety Plan
- 11) Environmental and Social Management Plan

Mobilization and Construction Schedule

The Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

1. **Attach a Graphic Work Schedule (critical milestone bar chart) for mobilisation, preparation of designs and drawings (Shop Drawings), ordering, manufacturing and delivery of equipment and material, construction, detailing the relevant activities, dates, allocation of labour and plant resources, etc. The planned input of the joint venture members and sub-Contractors shall be highlighted as well (in terms of activities undertaken, timing, etc.).**

ESHS Management Strategies and Implementation Plans

- (a) The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 38. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.
- (b) In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the following:
 - 1. ***[the Works Requirements described in Section 7];***
 - 2. ***[Environmental and Social Management Plan (ESMP)]***

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

1. The Bidder shall submit the signed Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 38 of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the following:

(a) [the Works Requirements described in Section 7];

(b) [Environmental and Social Management Plan (ESMP)];

2. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

Note to the Bidder: The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks. The Bidder shall initial and submit the Code of Conduct form in support of its Bid.

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Client] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate. There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

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

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

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

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviours:

(1) Examples of sexual exploitation and abuse include to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favour.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.