

Central Medical Stores Trust

Private Bag 55, Mzimba Street, Lilongwe, Malawi

Request for Quotation for Goods

Procurement Number: CMST/G/MMS/019/000549

Requisition Nos.:



To:

NO.	VENDOR NAME	EMAIL ADDRESS
1	3D'S Trading, Private Bag A470, Lilongwe	fulazizi@gmail.com
2	ABT Supplies P.O. Box 2854, Lilongwe	abtsuppliesmw@gmail.com
3	Action Medeor Malawi, P.O. Box 1646, Lilongwe	info@medeor.de
4	Aeon Pharma Lilongwe	thumbikomhango@gmail.com
5	AKI Investments, Lilongwe	hanif@aki-mw.com
6	Ark Agencies, Lilongwe	arkagenciesmw@gmail.com
7	Artemis Pharmaceuticals, P.O Box 896, Lilongwe, Malawi.	itsme.ajeesh@gmail.com
8	Astra Pharma, P.O. Box 5369, Limbe.	apharma917@yahoo.co.uk
9	Authentic Medical Supplies, Post Dot Net X119, Cross Roads, Lilongwe	authenticmedicals@gmail.com
10	Bio Care Limited, P.O. Box 90400, Lilongwe	admin@biocareltd.com
11	Bio Clinical Partners, P. O. Box 80109, Blantyre	bioclinicallw@africa-online.net; natmaliro@yahoo.com
12	Bio Lab Agencies, P.O. Box 30226, Blantyre	biolabagencies@gmail.com
13	Biocare Ltd, Lilongwe.	admin@biocareltd.com
14	Biscra Pvt Limited P/ Bag B422, Lilongwe	ndimizu@gmail.com
15	Cleoliv International Pvt Limited, P.O. Box 30141, Lilongwe	cleolirinternaional.office@gmail.com
16	Dabble General Dealers, P.O. Box 31638, Lilongwe.	dissidabble@yahoo.com
17	Dynamic Corporate Solutions Limited P.O. Box 3155, Blantyre	ybmatumula@yahoo.com ; info.dynamiccorp@gmail.com
18	E.M.G Laboratory Suppliers Ltd, Blantyre	hisakasaannie2013@gmail.com
19	Favour Medical and Stationery, Lilongwe	favour.surgicals@gmail.com
20	Fort Med International P.O. Box 2291, Lilongwe	fortunatesmeon@gmail.com
21	Galaxy Surgicals Ltd, P. O. Box 2992, Blantyre	tmakhecha@gmail.com
22	Galilaya Health Care Supplies, P.O. Box 51874 Lilongwe	galilayahealthcare@gmail.com
23	Goodhope Pharmaceuticals, Lilongwe	goodhopepharmace@gmail.com
24	HP Enterprise, P.O Box 5719, Limbe. Malawi	hp18enterprise@gmail.com
25	Intermed, P. O. Box 956, Lilongwe	nfo@intermed.com; info@intermedmw.com
26	JM Diagnostics Supplies, P.O. Box 2355, Lilongwe	jmdssales@gmail.com
27	Lab Enterprise, P. O Box 51712, Limbe	nlipipa@yahoo.com
28	Lab Supplies, P. O Box 31137, Lilongwe	labsupplies94@gmail.com; labsupplies94@yahoo.com
29	Lilongwe Chirani, P.O. Box 2165, Lilongwe	richmondm7512@gmail.com
30	Living Group, P. O. Box 2827, Blantyre	futuregwaza@gmail.com
31	Llyma Investments , Lilongwe	llymainvestments@gmail.com
32	MacArthur International P.O. 31516, Capital City, Lilongwe 3	healthcare@accamail.com

Central Medical Stores Trust

Private Bag 55, Mzimba Street, Lilongwe, Malawi

Request for Quotation for Goods

Procurement Number: CMST/G/MMS/019/000549

Requisition Nos.:

NO.	VENDOR NAME	EMAIL ADDRESS
33	Maxi Care Pharmacy P.O. Box 611, Lilongwe	++maxicarepharmacies@gmail.com
34	Maza-Medics International	frednsambo@gmail.com
35	MCWISE INVESTMENTS P. O. BOX X301, Lilongwe	lesternyamithambo@yahoo.com
36	Med quip & Chemicals, P.O. Box 2015, Blantyre	medquip2000@yahoo.com
37	Med vet Ltd P.O Box 2144, Lilongwe.	medvet-malawi@gmail.com
38	Medical Consultants Africa, P. O. Box 30804, Lilongwe 3	mmbaig@mca.co.mw
39	Medical Giants, P.O. Box 51954, Limbe	medicalgiants@yahoo.com
40	Medical Solutions P.O. Box 344, Lilongwe	medicalsolutions8@gmail.com
41	Medicare Pharmaceutical Ltd, P. O. Box 31124, Blantyre	furkangani@gmail.com
42	Medipoint Ltd, P.O. Box 2155, Lilongwe	medpointmw@hotmail.com
43	Medisurge Ltd, P.O. Box 5241, Limbe	medisurge@outlook.com
44	Mediworld, P/Bag 242, Lilongwe	mediworld1@yahoo.co.uk; mediworld.mw@hotmail.com
45	Medsup P. O. Box 2007, Lilongwe	medisup203@gmail.com
46	MedTech Medical & Dental Supplies, P.O. Box 254, Lilongwe	medtechcop@gmail.com
47	MM Africa Technology Ltd, P.O. Box 31643, Blantyre 3.	orders@mmafricantech.com
48	Modern Investments, P.O. Box 1414, Lilongwe	bestsellers1992@gmail.com ; pharma.moderninvestmentsltd@gmail.com
49	Mzuzu Pharmacies Limited, P.O. Box 706, Mzuzu	mwangondeunclelu@gmail.com
50	Octagon, Blantyre	octagon@globemw.net
51	One Stop Community Pharmacy, P.O. Box 51509, Limbe	bkmataya@onestopmw.com
52	Paramount Pharmaceutical Company Limited, Opp. Kamuzu Central Hospital, 24, Palm Rock Lilongwe	ppcl.llw@gmail.com
53	Pharma Solutions P.O. Box 30818, Blantyre 3	mohlatif94@gmail.com
54	Pharmacare Pharmacies Ltd, P. O. Box 516, Lilongwe	pharmacare@africa-online.net
55	Pharmachemie, P.O. Box 795, Lilongwe	neesaraidhan@gmail.com; 'Pharmachemie Thavaraj' thavaraj.c@gmail.com>
56	Pharmamed company, P.O. Box 529, Lilongwe.	pharmamed2011@gmail.com
57	Pharmavet Ltd, P.O Box 2037, Lilongwe.	lissyjoyce85@gmail.com
58	Reliance Trading Company, P/Bag 455, Lilongwe	salesllw@rtc-mw.com ;
59	Rinel Investments, Lilongwe	nellygphiri@gmail.com
60	Ris Associates & General Dealers P.O. Box 5785, Limbe	risassociates@yahoo.com
61	Ritechem, P.O. Box 31871, Chichiri, Blantyre 3.	ritechem@yahoo.com
62	Robray Limited P.O. Box 902, Lilongwe	robrayll@yahoo.com / robrayllw@globemax4.com
63	Royal Laboratory, P.O. Box 5369, Limbe	royallaboratory@yahoo.com
64	Sieman Bio-Medical Solutions, P.O. Box 639, Blantyre.	siemanbio@gmail.com
65	Sonali Pharmaceuticals, P.O. Box 1577, Lilongwe	spharma@ultinets.biz
66	Standard Medical Laboratories, P.O Box 51340, Limbe	sinnedayowosm@gmail.com
67	Standard Pharmaceuticals, P.O Box 3868, Blantyre	pharmaceuticalsstandard@gmail.com
68	Sunrise Pharmaceuticals, P.O. Box 31532,	Sunrisepharmaceuticals.2009@gmail.com

Central Medical Stores Trust

Private Bag 55, Mzimba Street, Lilongwe, Malawi

Request for Quotation for Goods

Procurement Number: CMST/G/MMS/019/000549

Requisition Nos.:

NO.	VENDOR NAME	EMAIL ADDRESS
	Lilongwe	
69	Swiftlab Surgicals P.O. Box 643, Lilongwe	nyimbiri@gmail.com
70	Taida Investments , Lilongwe	taidaenterprise@yahoo.com
71	Taseshe Surgical and Hospital Supplier, P.O. Box 458 Lilongwe	taseshesurgicalsupplies@gmail.com
72	TBJ Limited E350 Post .Net Blantyre	tbj.limited@gmail.com
73	Thengo Pharmaceuticals, Lilongwe	thengopharm@gmail.com
74	Thofu Investments, P.O. Box 31928, Blantyre	thofu@globemw.net
75	Tradewings worldwide Ltd, P/Bag 92, Lilongwe.	r.shah@tradewingsmw.com
76	Unichem(2005) Company, P. O. Box 5274, Limbe	unichemmw@gmail.com
77	Worldlink Enterprise and General Dealers	martymainja@yahoo.com
78	Worldwide Pharmaceutical Distributors. P. O. Box 250, Lilongwe	worldwidemalawi@gmail.com
79	Yash Pharmaceuticals P.O. Box 21206, Lilongwe	opm@yashpharmaceuticals.com
80	Zanak Pharmaceuticals, Mzuzu	zanakpharma@yahoo.com
81	Zed Pharma Ltd, P.O. Box 1553 Blantyre	zedpharmaltd@gmail.com
82	Choice Pharmaceuticals P.O. Box 30706 Lilongwe 3	romeobrown3333@gmail.com
83	Global Health Pharmacy Limited P.O. Box 5750, Limbe	kondwanimaseya@gmail.com
84	Pharmanova, P.O. Box 30073 Chichiri, Blantyre 3	zubair@pharmanovamw.com
85	Crown Pharmaceuticals & Research Laboratories Ltd	vijaycrown@gmail.com
86	Kentam Products Ltd, Mzuzu	kentam@africa-online.net
87	Malawi Pharmacies (2005) Ltd, P.O. Box 51041, Limbe	mmandco@mmandco.mw
88	SADM, P.O. Box 1841, Lilongwe	sadmgm@hotmail.com
89	Victoria Pharmaceuticals Ltd, P.O. Box 1620, Blantyre	vpindustryLtd@gmail.com
90	Firstmark Group of Companies	sales@firstmarkmw.com
91	Greenlight Pharmacies	greenlightpharma@gmail.com
92	Advent Surgicals	adventsurgicals@gmail.com
93	Master Products	masterproducts@africa-online.net
94	Esmo International General Supplies	esmointernational08@gmail.com
95	Intersaf	abelmk@intersaf.mw
96	Tamara safety Products	tamarasafetyproducts@yahoo.com ;
97	Softcom Solutions	softcomw@yahoo.com

Central Medical Stores Trust

Private Bag 55, Mzimba Street, Lilongwe, Malawi

Request for Quotation for Goods

Procurement Number: **CMST/G/MMS/019/000549**

Requisition Nos.:

Date: 16th April, 2020

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

SECTION A: QUOTATION REQUIREMENTS:

- 1) Description: Emergency supply and delivery of Personal Protective Equipment (PPE).
- 2) For Goods and Related Services, the Bidder shall quote prices using the following Incoterms:
 - (a) For Goods supplied from within the Purchaser's Country:
 - (i) The price of the Goods quoted shall be Delivered Duty Paid **(DDP) to Central Medical Stores Trust Headquarters, Receipts Section, National Pharmaceutical Warehouse, and Mzimba Drive, Lilongwe, Malawi.**
- 3) The delivery period required is **One Week** from date of Local Purchase Order.
- 4) Quotations must be valid for **30 days** from the date for receipt given below.
- 5) The warranty/guarantee offered shall be: **12 months or not less than 80% of shelf life remaining on delivery to CMST Receipt Stores.**
- 6) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above, and indicate your acceptance of the terms and conditions.
- 7) Quotations must be received, in sealed envelopes, no later than: **14:00 hours on Friday 17th April, 2020.**
- 8) Quotations must be returned to: **The Chairperson, Internal Procurement Committee, Tender Box- Ground Floor, Central Medical Stores Trust Private Bag 55, Mzimba Street, Lilongwe.**
- 9) Duty waiver: only medicines are eligible for duty waiver (CMST Class A, B, C and E).
- 10) Bidders shall submit proof of product registration with Pharmacy Medicines and Poisons Board (PMPB) for Medicines, CMST Class A, B, C and E. **N/A**
- 11) **Sample/product brochure for product offered is required.**
- 12) **Bidders are required to submit manufacturers authorisation/ distributorship certificate for the item (s) quoted.**
- 13) Quotations will be evaluated based upon:
 - **Responsiveness to specifications**
 - **Delivery period of 1 week**
 - **Price**
 - **Provision of a sample/product brochure for each item quoted**

Quotations that are responsive, qualified and technically compliant will be ranked according to price. Award of contract will be made to the lowest evaluated bidder, item by item or by total, through the issue of a Local Purchase Order.

Signed: Name: Feston Kaupa

Title/Position: Chief Executive Officer, For and on behalf of CMST

Your quotation is to be returned on this Form by completing and returning Sections B, C and D including any other information/certification required within this RFQ.

SECTION B: QUOTATION SUBMISSION SHEET

- 1) Currency of Quotation: **Malawi Kwacha**
- 2) Delivery period offered: days/weeks/months from date of Purchase Order.
- 3) The validity period of this Quotation is: **days** from the date for receipt of Quotations.
- 4) Warranty period (where applicable):.....Months.
- 5) We attach the following documents:
 - (i) Section C of the Request for Quotations completed and signed;
 - (ii) A copy of our Trading Licence,
 - (iii) A copy of our Annual Tax Clearance Certificate (for the last Financial Year),
 - (iv) A list of recent Government contracts performed.
 - (v) Manufacturers Authorization Letter
- 6) We confirm that our quotation is based on the terms and conditions stated in your Request for Quotations referenced above, and that any resulting contract will be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders.
- 7) . We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

Signatur: _____ Name: _____

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

Authorised for and on behalf of:

Compay: _____

Address:

.....
If any additional documentation is attached to your quotation, a signature and authorisation at Section B and Section C is still required as confirmation that the terms and conditions of this RFQ prevail over any attachments. If the Quotation is not authorised in Section B and Section C, the quotation may be rejected.

SECTION C: QUOTATION SUBMISSION SHEET (SCHEDULE OF REQUIREMENTS)**Price Schedule for Goods and Related Services****Section C: Quotation Submission Sheet (Schedule of Requirements)**

NO	Code	Item Description	UOM	Quantities	UNIT PRICE	TOTAL PRICE
1	FF009650	Surgical Face Mask – 1 Mask	Each	7,713,981		
2	HH104400	Face Mask – 1 Mask (KN-95/FFP2)	Each	64,500		
3	HH077400	Gloves,exam,latex,w/o pwdr,large, BOX100	B/100	14,217		
4	HH077700	Gloves,exam,latex,w/o pwdr,medium, BOX100	B/100	14,217		
5	HH077300	Gloves,exam,latex,w/o pwdr,small, BOX100	B/100	14,217		
6	HH082300	HE*Gloves,heavy-duty,rubber/nitrile, S	Each	950		
7	HH082500	HE*Gloves,heavy-duty,rubber/nitrile,M	Each	950		
8	FF007600	Gown,isol,nonwoven,ligt,ISO16604,disp,XL box 10	B/10	21,309		
9	FF007700	Gown,isolation,nonwoven,disp,univ size box 10	B/10	21,309		
10	LL010220	Apron,sleeved,CatIII,type 3b,L	Each	17,744		
11	LL010230	Apron,sleeved,CatIII,type 3b,M	Each	17,744		
12	LL010240	Apron,sleeved,CatIII,type 3b,XL	Each	17,744		
13	LL010250	HE Apron,protect,plastic,disp/PAC-100	Each	6,315		
14	TBA	Cap, disposable	Each	276,588		
15	TBA	Shoe cover, disposable	Each	276,588		

NO	Code	Item Description	UOM	Quantities	UNIT PRICE	TOTAL PRICE
16	TBA	Coveralls/ Tyve suits of different sizes	Each	17,375		
17	TBA	Goggles, protective	Each	2,861		
18	TBA	Face shield	Each	17,375		
19	TBA	Gum boots, Heavy Duty PVC Boots, of different sizes	Each	1,950		
20	TBA	Powered air-purifying respirator	Each	125		
21	TBA	Hood protection CatIII	Each	1,737		
22	FF009700	Safety box	B/25	17,150		

Authorised By:

Signature:		Name:	
Position:		Date:	
Authorised for and on behalf of:			(DD/MM/YY)
Company:			

General Conditions of Contract**Definitions**

1.1 The following terms shall be interpreted as indicated:

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- (b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "Goods" means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "Services" means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.

- (f) "Works" means the construction, installation, maintenance, refurbishment, repair and related activities required under a Contract for the provision of Works as defined in the Contract.
- (g) "Purchaser" means the Procuring Entity purchasing the Goods, Works or Services, as named in the Contract.
- (h) "Supplier" means the individual or firm supplying the Goods, Works or Services, as named in the Contract.

2. Country of Origin

2.1 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of Goods, Works and Services is distinct from the nationality of the Supplier.

3. Standards

3.1 The Goods, Works and Services supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

4. Patent Rights

4.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the Republic of Malawi.

5. Inspections and Tests

5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods, Works or Services to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

5.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

5.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods, Works or Services and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

5.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the Republic of Malawi.

5.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Packing

6.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

6.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the contract documents and through any subsequent instructions issued by the Purchaser.

7. Delivery and Documents

7.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Contract.

7.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

7.3 Documents to be submitted by the Supplier are specified in the Contract and shall include certificates issued by the Purchaser confirming acceptance of the Goods, Works or Services provided by the Supplier.

8. Insurance

8.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the contract document.

8.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse" All Risks basis including War Risks and Strikes.

8.3 For Works contracts, the Supplier shall provide insurance cover, from the Start Date to the end of the Defects Liability Period, for the following events:

- (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.

8.4 For Services contracts the Supplier shall provide:

- (a) public liability insurance;
- (b) third party insurance;
- (c) professional liability insurance, where appropriate;
- (d) employer's liability and workers' compensation insurance in respect of the personnel of the Supplier and of any sub-consultant.

9. Transportation

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterms selected as for GCC Clause 7.2. No restriction shall be placed on the choice of carrier.

9.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the Republic of Malawi, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

10. Incidental Services

10.1 A Supplier may be required to provide any additional services as specified within the Contract.

11. Spare Parts

11.1 If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract.

12 Warranty

12.1 Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Malawi.

12.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

12.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

12.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

12.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

13. Payment

13.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 7, and upon fulfilment of other obligations stipulated in the Contract.

13.2 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of an invoice or claim by the Supplier.

13.3 Payments shall be made in Malawi Kwacha unless otherwise stated in the contract documents.

14. Prices

14.1 Prices charged by the Supplier for goods delivered and works or services performed under the Contract shall not vary from the prices quoted by the Supplier.

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

17. Delays in the Supplier's Performance

17.1 Delivery of goods, performance of works and services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

17.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

17.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Purchaser may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance. The percentage rates shall be as follows:

- 1.0% for the first week of delay or any part thereof;
- 1.5% for the second week of delay or any part thereof;
- 2.0% for the third week of delay or any part thereof;
- 3.0% for the fourth week of delay or any part thereof;
- 4.0% for any further month of delay up to a total maximum deduction of 15% of the value of the delayed goods, works or services.

Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19.

19. Termination for Default

19.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 17; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial non-competitive levels;

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

19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 19.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

20. Force Majeure

20.1 Notwithstanding the provisions of GCC Clauses 17, 18, and 19, the Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Convenience

21.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

21.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

21.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

22. Settlement of Disputes

22.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

22.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service within the Republic of Malawi.

22.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

23. Limitation of Liability

23.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

24. Governing Language

24.1 The Governing Language shall be English.

25. Applicable Law

25.1 The Contract shall be interpreted in accordance with the laws of the Republic of Malawi.

26. Notices

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. Taxes and Duties

27.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the Republic of Malawi.

27.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or servi

