

**Central Medical Stores Trust**  
Private Bag 55, Mzimba Street, Lilongwe, Malawi  
**Request for Quotation for Goods and Services**  
**Procurement Number: CMST/S/G/019/000865**



To:

<b>No.</b>	<b>SUPPLIER</b>	<b>SIGNATURE</b>
1	Mitra Systems	
2	IT Centre	
3	Neuro Tech	
4	Bits & Bytes Limited	
5	IC-Tech Africa Ltd & SBL Knowledge	
6	Xerographic	
7	Computer Automation	
8	MFI Document Solution	
9	Business Machines	
10	Spark Systems	
11	Athena Technologies	

# Central Medical Stores Trust

Private Bag 55, Mzimba Street, Lilongwe, Malawi

**Request for Quotation for Goods and Services**

**Procurement Number: CMST/S/G/019/000865**

**Date: 19<sup>th</sup> August, 2020**

The Procuring Entity named above invites you to submit your quotation for the goods and 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: Provision of ICT training, Software and Printers.
- 2) For Goods and Related Services, the Bidder shall quote prices using the following Incoterms:
  - (a) For Goods and Related Services supplied from within the Purchaser's Country:
    - (i) The price of the Goods and Related Services quoted shall be Delivered Duty Paid (**DDP**) to **Central Medical Stores Trust Headquarters, Receipts Section, National Pharmaceutical Warehouse, Mzimba Drive, Lilongwe, Malawi.**
- 3) The delivery/completion period required is **Four Weeks** 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.**
- 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 Tuesday, 25<sup>th</sup> August, 2020.**
- 8) Quotations must be returned to: **The Chairperson, Internal Procurement and Disposal Committee, Tender Box- Ground Floor, Central Medical Stores Trust Private Bag 55, Mzimba Street, Lilongwe.**
- 9) **Bidders are required to submit manufacturers authorisation/ distributorship certificate for the item (s) quoted.**
- 10) Quotations will be evaluated based upon:
  - **Responsiveness to specifications**
  - **Delivery period of 12 weeks**
  - **Price**

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 (MWK).
- 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. List of five (5) similar contracts completed within the last three years with references.
  - iii. Copy of tax clearance certificate
  - iv. Copy of company registration certificate.
  - v. Evidence of dealership/ ownership of certified service centre.
- 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)**

ITEM NO.	ITEM DESCRIPTIONS	UNIT OF ISSUE	QUANTITY REQUESTED	UNIT PRICE	TOTAL PRICE
1	IT CERTIFICATION TRAINING Online training of Industry Standard Certifications for IT Staff (Training institutes may bid for all or specific certification programs)	Lot	1		
2	IT SERVICE MANAGEMENT SOFTWARE Jira Service Desk Management or equivalent ITIL compliant IT Service Management Software	Lot	1		
3	WINDOWS SERVER 2019 STANDARD EDITION licenses	each	6		
4	MULTIFUNCTION PRINTER - Enterprise Class Multi-Function Printer	each	1		
5	DEPARTMENTAL MULTIFUNCTION PRINTER HP LaserJet Pro 500 Color MFP m570dn or equivalent, network ready multifunction device with color Laser Print, copy, scan and fax capabilities and advanced scan features (scan to PDF/email/Network)	each	1		
6	DOCUMENT MANAGEMENT SOFTWARE- Organization wide Document Management System for management and collaboration of organization wide documents	Lot	1		

**Authorised By:**

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

## Section D-Technical Specifications and Compliance Sheet

Procurement Reference Number: CMST/S/G/019/000865

Column b states the minimum technical specification of the item(s) required by the Procuring Entity.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state whether the offered items “comply” or do “not comply” giving details of the areas of non-compliance.

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
A	b	c
<b>ITEM NO. 1</b>	<b>IT CERTIFICATION TRAINING</b>	
	Online training of Industry Standard Certifications for IT Staff (Training institutes may bid for all or specific certification programs)	
Certifications	The following Training and Certification is required for the indicated number of IT Staff members:	
1.	CompTIA Security+ : ONE (1) staff member	
2.	Microsoft Certified Solution Architect Modules – Windows Server : ONE (1) Staff Member	
	Installation, Storage, and Compute with Windows Server	
	Networking with Windows Server	
	Identity with Windows Server	
3.	ITIL 4 Foundation + ITIL 4 Management Professional: ONE (1) staff member.	
Training Requirements	•	
	Classes	
	Learning Resources (manuals/guides, flash cards, practice exams, all software required for learning, etc..)	
	Examination fee	
	Certificates	
	All trainings are to be blended with guided live sessions and accessible pre-recorded sessions.	
	Scheduling of live sessions should be convenient and reasonable Malawi time zone	
Institution Requirements	•	
	Direct providers of training	
	Minimum 5 years of experience in conducting online and professional training	
	All trainers should be certified	
<b>ITEM NO. 2</b>	<b>IT SERVICE MANAGEMENT SOFTWARE</b>	
	Jira Service Desk Management or equivalent ITIL compliant IT Service Management	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	Software	
Minimal Functional Requirements (required but not limited to)	Service/Help desk Management	
	Service/Help Request Portal	
	Dynamic agent ques with prioritization, triage and classification capabilities.	
	Multi-stage Service Ticket Management and Monitoring	
	Self-help services with a searchable knowledge base for common problem resolutions (catalogued through service ticket solutions AND manual entries)	
	Customer Satisfaction monitoring and management	
	Multiple Service Level Agreement registration and monitoring (min 5)	
Incident and Service Management		
	Escalate, assign, prioritize, categorize, or close incidents manually or rules based automation	
	Rules based Incident/Task Alerts for agents	
	Incident communication, transfer and escalation between agents	
	Scheduling of pre-determined service deployments	
	Post incident review and reporting	
Problem/Issue Management		
	Root cause analysis	
	Analysis of problems along multiple dimensions (category, resource, etc...)	
IT Service Monitoring and Evaluation		
	Reporting services	
	Ability to collect and report on standard ITSM Metrics such as (Incident Response Time, Incident Resolution TimeSet up custom automation rules or use built-in rules to handle all your manual tasks. Escalate, assign, prioritize, categorize, or close incidents using automationean Time Resolution of Fault, First-Touch Resolution Rate, Incident Recurrence Rate, Incident Rates by Category/Department/Agent, SLA compliance Rate etc...)	
IT Asset Management		

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
(can be built in or integrated parallel solution)		
	Monitoring of assets including the logging of device specification, base software and update installations	
	Ability to set alarms for routine maintenance and scheduling of tasks per device, device category, specification, etc...	
	Ability to capture metrics such as MTBF, # of incidents per device based on	
Accessibility	•	
	Web based client access portal	
Accessibility Devices/Browsers	•	
	Android and Apple OS based mobile devices	
	Microsoft Edge/Internet Explorer, Chrome, Firefox and other equivalent web browsers	
Deployment Type	On premises centralised deployment	
Deployment Server	HP DL20 Gen 10 server with 16Gb RAM, 1Tb HDD space	
Server OS	Linux Server OS (Ubuntu server 18.04 and above)	
(flexibility to transfer to Windows Server with zero cost an additional benefit)		
Number of Agents	6 (3 at HQ, 3 at 3 regional offices (1 at each location))	
Number of clients	Up to 250 users (requesting help/service desk services). Daily ticket creation average is 20.	
Number of Devices	Up to 200 devices comprising of laptop/desktop computers/bar code scanners/printers	
Number of sites	Agents, clients and devices are spanned across the HQ office (location of central installation) and 3 regional offices	
After Sales Support	Remote deployment support	
Access to application installation and operation guides		
Min 1 year technical support		
	Please include cost for any subsequent Annual Maintenance Contracts SEPERATELY	
	Please elaborate how future updates/patches	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	will be handled.	
<b>ITEM NO 3</b>	<b>WINDOWS SERVER 2019 STANDARD EDITION</b>	
Quantity	6 licenses with software delivered on a DVD	
<b>ITEM NO. 4</b>	<b>MULTIFUNCTION PRINTER</b>	
	Enterprise Class Multi-Function Printer	
	HP LaserJet Enterprise flow M830z Multifunction Printer or equivalent network ready multifunction device with Laser (or equivalent) Color with Print, copy, scan and fax capabilities.	
Connectivity, Standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 Foreign Interface; 1 Hardware Integration Pocket; 2 Internal USB Host	
Multitasking Supported	Yes	
First Page Out Black (A4, Ready)	As fast as 9.5 sec	
Print Speed Black (Iso, A4)	Normal: Up to 56 ppm	
First Page Out (Ready)	Black: As fast as 9.5 sec	
Duty Cycle (Monthly, A4)	Up to 300,000 pages	
Recommended Monthly PAGE VOLUME	15,000 to 50,000	
Print Technology	Laser	
Print Quality Black (Best)	Up to 1200 x 1200 dpi	
Print Languages	PCL 5/6, postscript level 3 emulation, native PDF printing (v 1.4)	
Display	20.3 cm LCD Colour Graphics Display (CGD), SVGA	
Processor Speed	800 MHz	
Automatic Paper Sensor	No	
Mobile Printing Capability	HP ePrint; Apple AirPrint™; Mopria™-certified; Mobile Apps; Wireless Direct printing	
Compatible Operating Systems	Windows 2000 and above	
Windows Server 2008 and above		
Memory	1.5 GB (system memory) upgradeable to 2.0 GB	
Internal Storage	embedded High-Performance Secure Hard Disk, minimum 500 GB with encryption and secure delete capability	



Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
Paper Input	Two 500-sheet input trays, 100-sheet multipurpose tray, 3500-sheet High-capacity tray (tray 4/5)	
Paper Handling Output, Standard	Up to 3000 sheets	
Maximum Output Capacity (Sheets)	Up to 3,000 sheets (with optional stapler/stacker, stapler/stacker with hole punch, or stapler/stacker with booklet maker)	
Duplex Printing	Automatic (standard)	
Media Sizes Supported	Tray 1: A3, A4, A5, RA3, B4, B5, postcards (JIS double), envelopes (DL, C5, B5); Tray 2/3: A3, A4, A5, B4, B5; High-capacity Input, tray 4/5: A4 only	
Media Sizes, Custom	Tray 1: 98 x 191 to 312 x 470 mm; Tray 2/3: 148 x 210 to 297 x 431.8 mm; Tray 4, High-capacity Input, tray 4/5: 210 x 297 mm	
Media Types	Paper (bond, colour, letterhead, plain, pre-printed, pre-punched, recycled, rough), labels, cardstock, transparencies	
Media Weight, Supported	Tray 1: 60 to 220 g/m <sup>2</sup> ; Tray 2/3: 60 to 199 g/m <sup>2</sup> ; High-capacity Input, tray 4/5: 60 to 199 g/m <sup>2</sup>	
Media Weights, Supported Adf	45 to 199 g/m <sup>2</sup>	
Scanner Type	Flatbed, ADF	
Scan File Format	Digital Send: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR); Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR)	
Scan Resolution, Optical	Up to 600 dpi	
Scan Size (Adf), Maximum	297 x 432 mm	
Scan Size (Adf), Minimum	68 x 127 mm	
Scan Speed (Normal, A4)	Up to 70 ppm (black and white), up to 68 ppm (colour)	
Recommended Monthly Scan Volume	26,750 to 44,500	
Duplex Adf Scanning	Yes, single-pass ADF	
Automatic Document Feeder Capacity	Standard, 200 sheets	
Digital Sending Standard Features	Scan to e-mail; Save-to-Network Folder; Scan to SharePoint; Save-to-USB drive;	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	Send to FTP/LAN Fax/Internet Fax; Local Address Book; SMTP over SSL	
File Format Supported	Digital Send: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR); Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR); Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)	
Scan Input Modes	Front-panel scan, copy, fax, e-mail	
Copy Speed (Normal)	Black: Up to 56 cpm	
Copy Resolution (Black Text)	Up to 600 x 600 dpi	
Copy Resolution (Color Text And Graphics)	Up to 600 x 600 dpi	
Copy Reduce / Enlarge Settings	25 to 400%	
Copies, Maximum	Up to 999 copies	
Faxing	Yes	
Fax Transmission Speed	3 sec per page Based on standard ITU-T test image #1 at standard resolution. More complicated pages or higher resolution will take longer and use more memory.	
Fax Memory	Up to 500 pages	
Fax Resolution Black (Best)	Up to 300 x 300 dpi	
Fax Speed Dials, Maximum Number	Up to 100 numbers	
Fax Broadcast Locations	100 locations	
Power	Input Voltage: 220 to 240 VAC, 50/60 Hz, 5.5 A	
Power Consumption	1030 watts (printing), 60 watts (ready), 6.0 watts (sleep), 0.3 watts (off).	
Energy Efficiency	ENERGY STAR® qualified; CECP	
Operating Temperature Range	10 to 32.5°C	
Recommended Operating Humidity Range	10 to 80% RH	
Acoustic Pressure Emissions Bystander (Active, Printing)	58 dB(A)	
Toner/Cartridges Included	Yes	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
Cable Included	USB and LAN cable	
Software Included	All drivers, utilities and electronic manuals	
Warranty	One-year, next-business day, onsite warranty.	
<b>DEVICE- ITEM NO. 5</b>	<b>DEPARTMENTAL MULTI-FUNCTION PRINTER</b>	
	HP LaserJet Pro 500 Color MFP m570dn or equivalent, network ready multifunction device with color Laser Print, copy, scan and fax capabilities and advanced scan features (scan to PDF/email/Network)	
	Vendor it also to quote B&W MFP with similar or better print (B&W), color scan capabilities such as a HP LaserJet Pro MFP M521dn or equivalent device.	
Multitasking Supported	Yes	
Duplex Print Options	Automatic (standard)	
Standard Printer Languages	PCL 5/6, postscript level 3 emulation, PDF (v 1.7), AirPrint™ compatible	
Printer Management	Windows/Linux management application	
Web based management		
Print Technology	Laser	
Print Speed	Black (Letter): Up to 31 ppm	
Color (Letter): Up to 31 ppm		
Duplex (Letter): Up to 29 ipm		
Print Resolution	Black and Color (Best): Up to 600 x 600 dpi	
Number Of Print Cartridges	4 (1 black, cyan, magenta, yellow)	
Mobile Printing Capability	HP ePrint, Apple AirPrint™, Business Applications	
Duty Cycle (Monthly)	Up to 75,000 pages	
Recommended Monthly Page Volume	Up to 1,500 to 4,000 pages	
Color Scanning	Yes	
Scan Type	Flatbed, ADF	
Duplex Adf Scanning	Yes, dual head duplexing, color scan	
Scan Technology	Contact Image Sensor (CIS)	
Scan Resolution	Hardware & Optical: Up to 300 x 300 dpi (color and mono, ADF); Up to 1200 x 1200 dpi (mono, flatbed)	
Scan Speed	Normal, A4: Up to 20 ipm (b&w), up to 14 ipm (color); Normal, Letter: Up to 21 ipm (b&w), up to 15 ipm (color)	
Scanner Advanced Features	Scan-to-E-mail, Scan-to-network folder, Scan to USB	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
Bit Depth/Grayscale Levels	24-bit (8-bit for color duplex jobs)/256	
Scan File Format	PDF, searchable PDF, JPG, RTF, TXT, BMP, PNG, TIFF	
Scan Input Modes From Pc:	Device utility tools &	
	TWAIN-compliant or WIA-compliant software	
Scan Size Maximum	8.5 x 14 in (216 x 356 mm)	
Twain Version	Versino 1.9	
Copy Resolution	Black (Text and Graphics): Up to 300 x 300 dpi; Color (Text and Graphics): Up to 300 x 300 dpi	
Copy Speed	Black (Letter): Up to 31 cpm; Color (Letter): Up to 31 cpm	
Max Number Of Copies	Up to 99 copies per session	
Copier Resize And Enlarge	25 to 400%	
Copier Settings	Number of copies, Reduce/Enlarge, Lighter/Darker, Optimize, Paper, Multi-page copy, Collation, Tray select, Two-sided, Draft mode, Image adjustment, Set as new defaults, Restore defaults	
Fax Resolution	Black (Best): Up to 300 x 300 dpi; Black (Standard): 203 x 98 dpi; Black and White (Fine): 203 x 196 dpi; Black and White (Superfine): 300 x 300 dpi (no halftone); Black Photo Grayscale: 300 x 300 dpi	
Fax Speed	33.6 kbps; Letter: 3 sec per page	
Fax Memory	Up to 250 pages	
Fax Features	Auto Fax Reduction Supported: Yes; Auto-Redialing: Yes;	
Fax Delayed Sending: Yes;		
	Fax Forwarding Supported: Yes; Fax Polling Supported: Yes (receive only); Fax Telephone Mode Supported: Yes;	
PC Interface Supported: Yes PC fax send only		
Standard Connectivity	1 Hi-Speed USB 2.0, 1 Host USB, 1 Fast Ethernet	
Network Capabilities	Via built-in 10/100/1000 Fast Ethernet	
Network Ready	Standard (built-in Fast Ethernet)	
Modem	33.6 kbps	
Control Panel	3.5-in (8.89 cm) intuitive touchscreen control panel with color graphic display	
Display	3.5-in (8.89 cm) touchscreen, LCD (color	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	graphics)	
Memory	Maximum: 256 MB; Standard: 256 MB	
Processor Speed	800 MHz	
Media Type	Paper (bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, prepunched, recycled, rough), postcards, transparencies, labels, envelopes	
Media Sizes Custom	Tray 1: 3 x 5 in to 8.5 x 14 in (76 x 127 to 216 x 356 mm); Tray 2: 5.8 x 8.3 in to 8.5 x 11.7 in (148 x 210 to 216 x 297 mm); Optional 500-Sheet Tray 3: 5.8 x 8.3 in to 8.5 x 14 in (148 x 210 to 216 x 356 mm); Automatic Two-Sided Printing Unit: 5.8 x 8.3 in to 8.5 x 14 in (148 x 210 to 216 x 356 mm); MEDIA WEIGHT Tray 1: 16 to 58 lb (plain paper); 28 to 58 lb (glossy paper); Tray 2: 16 to 43 lb (plain paper); 28 to 58 lb (glossy paper); Optional Tray 3: 16 to 47 lb (plain paper); 28 to 58 lb (glossy paper)	
Adf Capacity Standard	50 sheets	
Fonts And Typefaces	Up to 84 scalable TrueType fonts	
Paper Handling	100-sheet multipurpose tray, 250-sheet input tray 2, 50-sheet automatic document feeder, 250-sheet face-down output bin	
	Input Capacity: Up to 350 sheets, Up to 10 envelopes	
	Output Capacity: Up to 250 sheets, Up to 10 envelopes,	
Software Included	Utility and Driver Installer/Uninstaller, Print/Scan/Fax drivers and utility software	
Management tools		
Compatible OS	Windows XP and above	
	Windows Server 2012 and above	
	Ubuntu/Suse/Fedora Linux distributions	
Warranty	One-year, on-site limited warranty	
Toners/Cartridges	Included	
Cables	Included (USB & Fax)	
<b>ITEM NO. 6</b>	<b>DOCUMENT MANAGEMENT SOFTWARE</b>	
	Organization wide Document Management System for management and collaboration of organization wide documents	
Deployment	On premises	
Deployed Server	The software at a very minimum may be deployed on a server with the following general specifications:	
•	HP DL20 Gen10 Server (Windows or	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	Ubuntu based OS), Intel Xeon Quad-core processor; min 16Gb RAM, 1TB on device storage (with future scaling up to a NAS/SAN device	
Functional Requirements	•	
•	Management & Structuring of Documents	
-	Optimized storage of multiple formats of documents including but not limited to Office, PDF, standard image and zip documents	
-	Version control and life cycle management of documents	
-	Indexing of documents: automatic generation and manual assignment of index/ref numbers.	
-	Document Sharing (through software platform and integrated Linux based email system)	
-	Facilitate Tags, Notes & Remarks on documents (during upload and post)	
-	Configurable alerts on changes to collaborated documents	
-	Unlimited Folder and Sub Folder structure with credential based access	
-	Unlimited Digital stapling of documents for inter-document relationship management.	
-	Unlimited Meta Data Indexing Template to capture Multiple Data	
-	Built-in Template Based unlimited Workflow Creation Engine	
-	Application, Database and Repository separation for agility and scalability.	
•	Up/Down-load and Search of Documents	
-	Single/Multiple upload and download of files	
-	Ability to compress/zip files during upload	
-	Easy traversal of files and drag and drop, move/copy of documents and folders throughout folder structure	
-	Direct download of documents in native format or export to PDF	
-	Simple and parameter based document search based on (at minimum and not limited to) name, description, tag, meta data with advanced filtering and selection features.	
•	Security	
-	User account/group/roles based access	
-	Multi-tier access control at folder and	

Item No.	Technical Specification of items required including applicable standards	Compliance of specification offered
	document level	
-	Document locking by users	
-	Access rights for users for cabinets, folders, sub folders and documents which at a minimum should be View, Upload, edit, download, version control, moving of files, deleting files and changing Document Categories	
-	Upload document signatures	
-	Audit of all access (inclusive of both successful and failed attempts)	
Backup and Disaster Recovery		
-	System state, database and repository should be easily backed up via built-in backup/DR features or through Synos Active Backup for Business.	
-	Capable of full and differential backups.	
Optional features	•	
Users	•	
•	Subsequent phases would include addition of 40-50 more users.	
Support Services	•	
•	Access to all administration and operation guides	
•	Min 1 year remote technical support	
-	Please include cost of subsequent Annual Maintenance Contracts SEPERATELY	
-	Please elaborate how future updates/patches will be handled.	

## **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 services .

