



**Republic of Malawi**

**National Planning Commission**

**Request for Proposals Document**

**for the**

**Procurement of Consultancy Services**

**(Small Lump Sum Contracts)**

<b>Subject of Procurement</b>	<b>PROVISION OF CONSULTANCY SERVICES TO CONDUCT A PUBLIC EXPENDITURE TRACKING (PET) EXERCISE</b>
<b>Procurement Reference Number</b>	277- NPC/K&L/UNICEF/CONSULT/PET/09/20 24-25
<b>Basis of Selection</b>	QCBS
<b>Date of Issue of Request for Proposals Document</b>	11 <sup>TH</sup> September, 2024

## Part 1: Proposal Procedures

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# PART 1: PROPOSAL PROCEDURES

1.1 Procurement Reference Number: 277-  
NPC/K&L/UNICEF/CONSULT/PET/09/2024-25

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

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

1.3 Preparation of Technical Proposals: Technical proposals should contain the following documents and information:

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

1.4 Preparation of Financial Proposals: Financial proposals should contain the following documents and information:

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

1.5 Basis of Pricing and Payment: The contract will be a lump sum price contract. Payments will be made on the basis that the contract price shall be a fixed total lump sum, including all costs required to carry out the Services. The Breakdown of Contract Price shall be used only to determine the price for any additional services agreed.

1.6 Validity of Proposals: The proposal validity required is 90 days.

1.7 Sealing and marking of Proposals: The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Bidder's name, the name of the Procuring Entity and either "Technical Proposal" or "Financial Proposal" as appropriate.

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

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

Date of deadline: 31 Sept, 2024.

Time of deadline: 16.00

## Part 1: Proposal Procedures

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Address: The Director General  
Internal Procurement and Disposal Committee  
National Planning Commission, Chief M'Mbelwa  
2nd Floor, City Centre,  
P/Bag B316, Lilongwe 3, Malawi.

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

Date of opening: 31 Sept 2024

Time of opening: 16.00

Address: National Planning Commission  
Private Bag B316  
Lilongwe

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

- A. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the supplier has accepted all terms and conditions without material deviation or reservation;
- B. Technical evaluation 70%;
- C. Financial evaluation 30%.

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

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

- A. have the legal capacity to enter into a contract;
- B. not be insolvent, in receivership, bankrupt or being wound up, not have had your business activities suspended and not be the subject of legal proceedings for any of the foregoing;
- C. have fulfilled your obligations to pay taxes according to the tax laws of your country of registration;
- D. are not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of Public Procurement in Malawi ;
- E. have not been convicted, or any of your directors or officers been convicted, of any criminal offence relating to obtaining or attempting to obtain a contract or subcontract;
- F. are not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring Entity.

## Part 1: Proposal Procedures

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

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

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

- A. A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- B. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
- C. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment (iii) a member of the Procuring Entity’s Internal Procurement Committee, or (iv) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.

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

No agency or current employees of the Procuring Entity shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is

## Part 1: Proposal Procedures

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acceptable provided no conflict of interest exists. Bidders should be aware that existing government employees can only be nominated as personnel in Technical Proposals in accordance with the Government of Malawi's current regulations concerning external employment for government employees.

If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

1.13 **Corrupt Practices:** The Government requires that Procuring Entities, as well as Bidders and Consultants under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

1.14 **Technical Criteria:**

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

#	Technical Proposals Evaluation Criteria	Percentage
1	Advanced degree in Public Policy, Economics, Development Studies, or a related field.	10
2	Extensive experience in conducting PETS or similar assessments.	15
3	Strong understanding of public financial management systems.	10

## Part 1: Proposal Procedures

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4	Proven ability to develop tools and methodologies for expenditure tracking.	5
5	Experience working in Malawi or similar contexts in Africa.	5
6	Methodology  Technical approach and Understanding the assignment (25)  Method of delivery and work/implementation plan (15)	40
7	Transfer of Knowledge	10
8	Participation of Nationals (As reflected by nationals among key staff)	5
	<b>TOTAL</b>	<b>100</b>

The minimum technical score required to pass the technical evaluation is 70 points.

### 1.15 Financial Criteria:

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

1.17 **Recommendation for Award:** The proposal that is responsive shall be recommended for award of contract, subject to any negotiations required.

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

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

## Part 1: Proposal Procedures

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### Technical Proposal Submission Sheet

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

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

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

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

The validity period of our proposal is: \_\_\_days/weeks/months from the time and date of the submission deadline.

We enclose a separately sealed financial proposal.

#### Technical Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Part 1: Proposal Procedures

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### Financial Proposal Submission Sheet

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

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

The total price of our proposal is: \_\_\_\_\_ and \_\_\_\_\_.

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

#### Financial Proposal Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_  
(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Part 1: Proposal Procedures

### Breakdown of Contract Price

*[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional services.]*

Procurement Reference Number: \_\_\_\_\_

Currency of Fees: \_\_\_\_\_

<b>FEES</b>				
<b>Name and Position of Personnel</b>	<b>Input Quantity</b>	<b>Unit of Input</b>	<b>Rate</b>	<b>Total Price</b>
<b>TOTAL:</b>				

Currency of Reimbursable Costs: \_\_\_\_\_

<b>REIMBURSABLE COSTS</b>				
<b>Description of Cost</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>TOTAL:</b>				

**TOTAL PRICE:** \_\_\_\_\_

#### Breakdown of Contract Price Authorised By:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

(DD/MM/YY)

Authorised for and on behalf of:

Company: \_\_\_\_\_

## **PART 2: SCHEDULE OF REQUIREMENTS**

### **Terms of Reference**

Procurement Reference Number: 277-NPC/K&L/UNICEF/CONSULT/PET/09/2024-25



### **TERMS OF REFERENCE**

## **PROVISION OF CONSULTANCY SERVICES TO CONDUCT A PUBLIC EXPENDITURE TRACKING (PET) EXERCISE**

### **Work Description**

Public Expenditure Tracking Exercise for the National Planning Commission

### **Location and Travel arrangements**

Lilongwe, NPC Offices

### **Supervision**

The Consultant will work under the general supervision of the Monitoring and Evaluation Manager.

### **1. Background**

MW 2063 is a comprehensive development blueprint that embodies the collective aspirations of Malawians for a more prosperous and self-sustaining future. The vision is designed to transform Malawi into an inclusively wealthy and self-reliant nation by the year 2063. The implementation plan of the vision is divided into 10-year phases, ensuring a structured and phased approach. The first phase, known as the First 10-Year Malawi Implementation Plan (MIP-1), spans from 2021 to 2030. This phase focuses on achieving two key milestones, graduating Malawi into a lower middle-income country and meeting most of the Sustainable Development Goals (SDGs) by 2030.

The successful implementation of MIP-1 is critical, as it lays the foundation for subsequent

## **Part 2: Schedule of Requirements**

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phases of the MW 2063. While the vision encompasses a wide range of social and economic issues, there is a strong consensus that achieving the goal of transitioning to a lower middle-income status by 2030 hinges on the effective execution of development programmes.

The National Planning Commission, recognizing the critical importance of efficient and effective implementation of developmental programmes, is committed to ensuring these development programmes are executed with precision. To this end, the Commission, in collaboration with UNICEF, Treasury, the Department of Economic Planning and Department (EP&D), and the National Local Government Financing Committee plans to normalize Public Expenditure Tracking (PETs) Exercises in the public service, with emphasis on the development budget. PET exercises will aim to track public expenditure from budget allocation through to disbursement and actual use, aiming to ensure transparency, accountability, and efficiency in the use of public resources.

National budgets are critical vehicles through which long- and medium-term development plans are operationalised. Given the central importance of the national budgets in setting the nation's socio-economic development direction, this necessitates the need to ensure the national budgets are implemented effectively.

The Commission is seeking to engage an expert to spearhead the Public Expenditure Tracking exercise readiness assessment to evaluate key institutions' capacity to conduct Public Expenditure Tracking Surveys (PETS) in Malawi. The assessment will involve evaluating the political and institutional readiness to support and utilize PETS and developing the necessary tools and protocols. The exercise will also include comparative desk research on an emerging economy in central or southern Africa to draw relevant lessons.

The main objective of the PET exercise is to ensure effective and efficient implementation of the development programme. Specifically, PET will aim to ensure that:

- Allocation of public resources prioritises strategic programmes
- There is transparency and accountability in the expenditure of funds disbursed towards these programmes.
- The resources for development projects/programmes are being used efficiently and effectively to maximize their impact and contribution towards the achievement of MIP-1 aspirations
- Bottlenecks are identified and corrected to ensure resources are utilised in line with the MIP-1 aspirations.

### **2. Objectives of the exercise**

The primary objective of this assignment is to establish the necessary mechanisms for the institutionalisation of Public Expenditure Tracking exercises in the country. This will include evaluating the existing capacities, political will, and institutional support structures necessary for PETS; developing tools and protocols to guide PETS implementation;

## **Part 2: Schedule of Requirements**

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building capacity of the core government team and providing technical support during the actual PET exercise. The expert will also conduct comparative research to provide insights and recommendations that will inform the PET framework.

Specifically, the consultant will:

- Undertake a readiness assessment for the country to undertake and sustain PETs
- Design PET (methodology, tools and protocols and budget) for undertaking PET
- Build the capacity of collaborating institutions to undertake PET
- Provide technical guidance and backstopping to the collaborating institutions in undertaking actual PET exercise.

### **3. Scope of the service**

The expert will be responsible for the following tasks:

#### **3.1 Capacity Assessment**

- Evaluate the available capacities in key institutions (e.g., National Planning Commission, Treasury, EP&D, Local Government Finance Committee, and other relevant MDAs) to undertake PETS.
- Identify gaps in capacity and recommend strategies for addressing these gaps.

#### **3.2 Political Readiness Assessment**

- Assess the political readiness and willingness of institutions to support and utilize PETS.
- Identify potential challenges and propose strategies to mitigate them.

#### **3.3 Design tailor-made PETS Tools and Protocols**

- Lead in the development of the PETS methodologies, tools, and protocols for conducting PETS in Malawi.
- Develop a tentative budget needed to undertake PETS

#### **3.4 Skill Transfer**

- Work closely with the core team to transfer necessary skills and knowledge, ensuring the sustainability of PETS implementation.
- Conduct training sessions and workshops for the core team and other relevant stakeholders.

#### **3.5 Provide technical backstopping in undertaking PETS**

- Support the core team in data collection, analysis and reporting
- Provide data quality assurance during the whole process

#### **3.6 Reporting and Recommendations**

- Prepare a comprehensive report detailing the findings of the readiness assessment, including the developed tools, protocols, and comparative research insights.
- Provide clear recommendations and an action plan for improving institutional readiness and implementing PETS in Malawi.
- Present the report and recommendations to key stakeholders, including NPC, Treasury, EP&D, Local Government Finance Committee, and other MDAs.

## Part 2: Schedule of Requirements

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### 4. Deliverables

- **Inception Report:** Outlining the expert's approach, methodology, and work plan for the assessment.
- **Capacity Assessment Report:** Detailing the findings on institutional capacities and gaps.
- **PETS Tools and Protocols:** Developed tools and protocols for PETS implementation.
- **Training Materials and Workshops:** Materials and records of training sessions conducted for the core team.
- **Comparative Research Report:** Insights and lessons from the desk research on the selected emerging economy.
- **Final Report:** A comprehensive report with findings, recommendations, and an action plan.
- **A reviewed draft PET report:** A comprehensive review of the draft PET report for the 2024/5 financial year and a log of key advisory provided to the technical team during the actual PET exercise.

### 5. Duration of the assignment

The assignment is expected to be completed within 21 days, starting from the date of contract signing. The expert will be required to submit all deliverables by 31 December 2024.

### 6. Obligations of the consultant

The consultant is expected to be fully self-sufficient in terms of office space, supplies, communications, computers and transport during the period of the assignment. The consultant is expected to discharge his/her responsibilities with commitment, diligence and to the expected professional standards in terms of ethics, skill and integrity.

### 7. Obligations of the client

The NPC shall provide access to reference materials, staff, any relevant existing reports, data and information that may be required by the successful consultant.

### 8. Reporting requirements

The expert will report directly to the M&E manager at the Commission. Regular progress updates will be required, and the expert will be expected to work closely with the core team and other relevant stakeholders throughout the assignment.

### 9. Proposal submission and selection criteria

Interested consultants should submit a proposal outlining their approach to the

## **Part 2: Schedule of Requirements**

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assignment, similar work undertaken in the past methodology, qualifications, experience and budget to the following address:

The Director General  
National Planning Commission  
2<sup>nd</sup> Floor, Chief M'Mbelwa House  
Private Bag B316  
Lilongwe  
Malawi  
Email: [recruitment@npc.mw](mailto:recruitment@npc.mw)

Deadline for submitting proposals is 30 Sept 2024. For inquiries or further information, please contact [znjala@npc.mw](mailto:znjala@npc.mw) and keep in copy [tlunda@npc.mw](mailto:tlunda@npc.mw)

Proposals will be evaluated based on the following criteria:

- Relevance of the proposed methodology to the objectives of the review.
- Qualifications and experience of the consultant.
- Clarity and feasibility of the proposed work plan and timeline.
- Cost-effectiveness of the proposed budget.
- The submitted proposals from the shortlisted consultants shall be evaluated with 70% allocated to the technical proposal and 30% allocated to the financial proposal.

### **10. Payment Milestones And Authority**

The Consultant shall receive his/her service fees upon certification of the completed tasks satisfactorily.

### **11. Confidentiality And Proprietary Interests**

The Consultant shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the Consultant under the assignment shall become and remain the property of NPC.



**Government of the Republic of Malawi**

**National Planning Commission  
(NPC)**

**CONTRACT FOR CONSULTING SERVICES**

**Small Assignments  
Lump-Sum Payments**

**PROVISION OF CONSULTANCY SERVICES TO CONDUCT A  
PUBLIC EXPENDITURE TRACKING (PET) EXERCISE**

between

**[Name of the Procuring Entity]**

and

**[Name of the Supplier]**

**Procurement Number: \_\_\_\_\_**

### **Part 3: Form of Contract**

**Dated:** \_\_\_\_\_



## Part 3: Form of Contract

### CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

#### CONTRACT

THIS CONTRACT ("Contract") is entered into this \_\_\_\_\_, by and between \_\_\_\_\_ ("the Procuring Entity" hereinafter called "the Client") having its principal place of business at \_\_\_\_\_, and \_\_\_\_\_ ("the Supplier" hereinafter called "the Consultant") having its principal office located at \_\_\_\_\_.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

## Part 3: Form of Contract

\_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant; against submission of Bank Guarantee for the Advance Payment in accordance with Annex D of this Contract.

\_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

\_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

\_\_\_\_\_ Total

### C. Payment Conditions

Payment shall be made in \_\_\_\_\_, no later than 45 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

## 4. Project Administration

### A. Coordinator.

The Client designates \_\_\_\_\_ as the Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

### B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

## 5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

## 6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

## 7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may

### Part 3: Form of Contract

retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the Republic of Malawi, and the language of the Contract shall be English.
- 12. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Malawi.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

WITNESS

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

## **Part 3: Form of Contract**

### **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Format of Bank Guarantee for Advance Payment

### Part 3: Form of Contract

#### ANNEX D—FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENTS

TO: *[Name and Address of Client]*  
*[Name of Contract for Consultants' Services]*

Gentlemen:

In accordance with the provisions of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, 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 remain valid and in full effect from the date of the advance payment under the Contract until *[state date or conditionality for discharge of the bank guarantee]*.

Yours truly,

---

Signature and Seal

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Name of Bank/Financial Institution

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Address

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Date