RESERVE BANK OF MALAWI

BIDDING DOCUMENT

FOR

THE SUPPLY, INSTALLATION AND CONFIGURATION OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

BY

INTERNATIONAL COMPETITIVE BIDDING

Subject of Procurement	Supply, Installation and Configuration of Enterprise Resource Planning System (ERP)
Procurement Reference Number	RBM/ICT/16/2024
Procurement Process	OPEN TENDER
Date of Issue of Bidding Document	21 June 2024

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1   The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids by the issue of this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6, Statement of Requirement. These Instructions to Bidders shall be read in conjunction with the BDS. The subject of the procurement, the procurement reference number, and the number of lots of this Bidding Document are provided in the BDS.

1.2   The Bidding Document is issued under the procurement method indicated in the BDS.

1.3   Throughout these Bidding Documents:

(a)   the term "in writing" means communicated in written form with proof of receipt;

(b)   if the context so requires, singular means plural and vice versa; and

(c)   "day" means calendar day.

2. Source of Funds

2.1   The Procuring Entity has an approved budget from public funds toward the cost of the procurement described in the BDS. The Procuring Entity intends to use these funds to place a contract for which these Bidding Documents are issued.

2.2   Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3.   Fraud and Corruption

3.1   The Government requires that Procuring Entities, as well as Bidders and Suppliers 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.

4.   Eligible Bidders

4.1   A Bidder may be a natural person, private entity, government-owned entity—subject to ITB Sub-Clause 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.

4.2   This Invitation for Bids is open to all suppliers from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.3   A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

4.4   A firm that is under a declaration of suspension by the Office of the Director of Public Procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be ineligible.

4.5   Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency (directly or indirectly) of the Procuring Entity or the Government of Malawi.

4.6   Bidders shall provide such evidence of their eligibility satisfactory to the Procuring Entity, to verify that the bidder:

(i)   has the legal capacity to enter into a contract;

(ii)   is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and

(iii) has fulfilled their obligations to pay taxes according to the tax laws of their country of registration.

4.7   In order to demonstrate compliance with the criteria in ITB Sub-Clause 4.6, a Bidder shall submit with its Bid:

(i)   a copy of its annual tax clearance certificate;

(ii)   appropriate documentary evidence demonstrating its compliance; and

(iii) such other documentary evidence as may be specified in the BDS.

5.   Eligible Goods and Related Services

5.1   All goods and related services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2   For purposes of this Clause, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3   The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4   The nationality of the firm that assembles, distributes, or sells the goods shall not determine their origin.

5.5   If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Republic of Malawi the Goods indicated in its bid.

B.   Contents of Bidding Document

6.   Sections of Bidding Document

6.1   The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

Part 1   Bidding Procedures

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

Part 2   Supply Requirements

- Section 6   Statement of Requirements

Part 3   Contract

- Section 7   General Conditions of Contract (GCC)
- Section 8   Special Conditions of Contract (SCC)
- Section 9   Contract Forms

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

6.3   The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Entity. Bidders who did not obtain the Bidding Document directly from the Procuring Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procuring Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring Entity at the time of sale and issue.

6.4   The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7.   Clarification of Bidding Documents

7.1   A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8.   Amendment of Bidding Documents

8.1   At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addenda.

8.2   Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have obtained the Bidding Documents directly from the Procuring Entity.

8.3   To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C.   Preparation of Bids

9.   Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security, in accordance with ITB Clause 21;

(c) alternative bids, if permissible, in accordance with ITB Clause 13;

(d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;

(e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(h) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(i) any other document required in the BDS.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

(a) the reference of the Bidding Document and the number of each addenda received;

(b) a brief description of the Goods and Related Services offered;

(c) the total bid price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the bid;

(f) a commitment to submit a performance security and the amount;

(g) a declaration of nationality of the Bidder;

(h) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;

(i) confirmation that the Bidder has not been declared ineligible or suspended by the Government of Malawi Office of the Director of Public Procurement;

(j) a declaration concerning investigations relating to any other public procurement tender exercise or awarded contract,

(k) a declaration on gratuities and commissions;

(l) the names and addresses of the Directors of the bidder, and

(m) an authorised signature.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:

(a) the item number;

(b) a brief description of the Goods or Related Services to be supplied;

(c) their country of origin and percentage of national content for Goods manufactured in Malawi;

(d) quantity;

(e) unit prices;

(f) customs duties and all taxes paid or payable in Malawi;

(g) total price per item;

(h) subtotals and totals per Price Schedule; and

(i) authorised signature.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Statement of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d).

14.5 The terms EXW (Ex Works), CIF (Cost, Insurance & Freight), CIP (Carriage & Insurance Paid), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

14.6 Prices proposed on the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

(a) For goods:

      (i) the price of the goods shall be quoted CIP named port of destination, or as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

      (ii) all Malawian customs duties and sales and other taxes already paid or payable on the goods or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder; and

      (iii) the total price for the item.

(b) For related services

      (i) the price of the related services;

       (ii)   all Malawian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder; and

       (iii)   the total price for the item.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

14.9 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to one hundred (100) % of the items specified for each lot and to one hundred (100)% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 For Goods and Related Services that the Bidder will supply from inside Malawi the prices shall be quoted in Malawi Kwacha, unless otherwise specified in the BDS.

15.2 For Goods and Related Services that the Bidder will supply from outside Malawi prices shall be expressed in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from the currency of Malawi.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms.

17. Documents Establishing the Eligibility of Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 4, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section 6, Statement of Requirement.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirement.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Statement of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section 3, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.

21.2 The bid security shall be, in any of the following forms:

(a) a demand guarantee ;

(b) an irrevocable letter of credit;

(c)   a cashier's or certified cheque or payable order

all from a reputable source in an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format, acceptable to the Procuring Entity. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eighty (28) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.3   Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non responsive.

21.4   The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.

21.5   The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

21.6   The bid security may be forfeited:

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

(b)   if the successful Bidder fails to:

    (i)   sign the Contract in accordance with ITB Clause 43;

    (ii)   furnish a performance security in accordance with ITB Clause 44; or

    (iii)   accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

22. Format and Signing of Bid

22.1   The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2   The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

22.3   Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D.   Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1;

(b) bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 25.1.

23.4 If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Procuring Entity at the address and no later than the date and time indicated in the BDS.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and

(b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

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

27. Bid Opening

27.1 The Procuring Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Procuring Entity will prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be provided to Bidders upon request.

E.   Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions shall result in the rejection of its bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

30.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31.3 Provided that a bid is substantially responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.

31.4 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

32. Preliminary Examination of Bids

32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the bid shall be rejected.

(a) Bid Submission Sheet, including:

       (i)   a brief description of the Goods and Related Services offered; and

       (ii)   the price of the Bid;

       (iii)   the period of validity of the Bid;

(b) Price Schedules;

(c) Written confirmation of authorisation to commit Bidder; and

(d) Bid Security, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Procuring Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Procuring Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Documents, have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. Where a Margin of Preference applies the details to be applied shall be listed in Section 3 Evaluation Methodology and Criteria.

36. Evaluation of Bids

36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

36.3 To evaluate a bid, the Procuring Entity shall consider the following:

(a) the bid price;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.3;

(d) adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

(e) application of all the evaluation factors indicated in Section 3, Evaluation and Qualification Criteria; and

(f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.

36.4 In the calculation of the evaluated cost of bids, the Procuring Entity shall exclude and not take into account:

(a) in the case of goods manufactured in the Republic of Malawi or goods of foreign origin already located in the Republic of Malawi, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

36.5 The Procuring Entity's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation and Qualification Criteria. The factors to be used and the

methodology of application shall be indicated in Section 3, Evaluation and Qualification Criteria.

36.6 If these Bidding Documents allow Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria.

37. Comparison of Bids

37.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 14.6.

38. Post-qualification of the Bidder

38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation and Qualification Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F.   Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to expiry of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Procuring Entity shall also notify all other Bidders of the results of the bidding.

42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.

43. Signing of Contract

43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the contract document.

43.2 Within thirty (30) days of receipt of the contract document, the successful Bidder shall sign, date, and return it to the Procuring Entity.

44. Performance Security

44.1 Within thirty (30) days of receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Procuring Entity.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Bidder whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section 2. Bid Data Sheet (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
A. Introduction	
ITB 1.1	The Procuring Entity is: **RESERVE BANK OF MALAWI**
ITB 1.1; 2.1 and 23.2(b)	The procurement reference number is: ***RBM/ICT/16/2024*** The Project name or the subject of the procurement is: **Supply, installation and configuration of Enterprise Resource Planning system at the Reserve Bank of Malawi**
ITB 1.1	The number and identification of lots in this Bidding Document is: **4**
ITB 1.2	The Bidding Document is issued under: **OPEN TENDER METHOD (ICB)**
ITB 4.1	The individuals or firms in a joint venture, consortium or association **shall be** jointly and severally liable.
ITB 5.5	The Bidder **shall** be required to include with its bid, documentation from the **Manufacturer of the Goods**, that it has been duly authorised to supply, in Malawi, the Goods indicated in its bid.
B. Bidding Documents	
ITB 7.1	For **clarification purposes** only, the Procuring Entity's address is: **Reserve Bank of Malawi** Attention: **The Chairperson, Internal Procurement and Disposal Committee** City: Lilongwe Post Code: P.O. Box 30063 Country: Malawi Telephone: +265 1770600 Facsimile number: +265 1 770360 E mail address: procurement@rbm.mw
C. Preparation of Bids	

Instructions to Bidders (ITB) reference	Data relevant to ITB

ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents:
	
	   (a) Manufacturers Authorization (*The Bank will verify authentication*
	
	   (b) Must be Tax compliant in a particular country
	
	   (c) Brochures of the proposed SOLUTION - do not send other models other than the one offering.

ITB 13.1	Alternative bids **shall not** be considered. The Procuring Entity shall only apply the following criteria for evaluation of alternatives: **N/A**
ITB 14.5	The Incoterms edition is: **2020**
ITB 14.6	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: **DDP Lilongwe, Malawi**
ITB 14.7	The prices quoted by the Bidder shall be: **Fixed and the price quoted shall be: MKW, ZAR, USD**
ITB 20.1	The bid validity period shall be: **120 days.**
ITB 21.1	A bid security **shall** be required in form: ☐ **Bid Securing Declaration** (*non-submission will lead to disqualification*)
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the bid, the number of copies required is: **3, PLUS soft copy of the bid document in a DISC or Flash Disk. The bid should be well paginated.**
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of : **Power of Attorney** *The Power of Attorney should be duly executed and authenticated by a Notary Public or Commissioner of Oaths. Non- submission of power of attorney which is not authenticated by a Notary Public or Commissioner of Oaths shall lead disqualification at preliminary stage.*
ITB 24.1	For **bid submission purposes** only, the Purchaser's address is: **Reserve Bank of Malawi**

Instructions to Bidders (ITB) reference	Data relevant to ITB
	Attention : **The Chairperson, Internal Procurement Committee** Street Address: **Convention Drive** City : **Lilongwe** Post Box : **30063** Country : **Malawi** **Or bids shall be deposited in a tender box placed at the reception** **The deadline for bid submission is:** Date: **13 August, 2024** Time: **10:00 am**
ITB 27.1	The **bid opening** shall take place at: **Reserve Bank of Malawi** Room number: **Auditorium** Street Address: **Convention Drive** City: Lilongwe Country: Malawi Date: **13 August, 2024** Time: **10:00 am**
	Preliminary/ Administrative Compliance Criteria - Non submission will result into rejection of the bid • Bid Securing Declaration Form. • Power of Attorney • Validity period of 120 days • Submission of valid copy of Manufactures Authorisation • Beneficial Ownership Disclosure Form
	Margin of Preference
ITB 35	20% Margin of Preference shall be applied to indigenous black Malawians. Copies of National Identification Card must be included.
	Right to Vary Quantities at Time of Award
ITB 41	The percentage by which quantities may be increased is: **15%** The percentage by which quantities may be decreased is: **15%**

Instructions to Bidders (ITB) reference	Data relevant to ITB	26
	Peformance Secuirty	
ITB 42.1	Amount of Performance Security shall be **10%** of the contract price	

Section 3.   Evaluation and Qualification Criteria (EQC)

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a

bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

Evaluation Methodology

1   Methodology Used

1.1   The evaluation methodology to be used for the evaluation of bids received shall be the **Technical Compliance Methodology**.

2   Summary of Methodology

2.1   The Technical Compliance methodology recommends the lowest evaluated bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, if the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2   The evaluation shall be conducted in three sequential stages –

(a)   a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(b)   a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids;

(c)   a financial comparison to compare prices of the eligible, compliant, responsive bids received and determine the lowest evaluated bid.

2.3   Failure of a bid at any stage of the evaluation shall prevent further consideration.

A   Preliminary Examination Criteria

3   Eligibility Criteria - *Non-submission will result into rejection of the bid.*

3.1   The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.

44.2   The documentation required to provide evidence of eligibility shall be:

a)   Bid Validity Period of **120 Days**
b)   Submission of Power of Attorney ***duly executed and authenticated by Notary Public or Commissioner for Oaths***
c)   Submission of signed **Bid Securing Declaration**
d)   Manufacturers Authorization (*The Bank will verify authentication)*
e)   Beneficial Ownership Disclosure Form

B   DETAILED EVALUATION

4.   Commercial and Technical Evaluation

4.1   The commercial responsiveness of bids shall be evaluated in accordance with ITB **Clause 33**. The criteria shall be:

(a)   compliance to the statement of requirements (*technical specifications in Section 6 of this bid document*)

4.2   In accordance with ITB Clause 36.3(e), the Procuring Entity's evaluation of a bid will take into account, in addition to the bid price, the following factors, which will be quantified as follows:

a. Adherence to specifications (*Clarity of specifications in line with the requirements as per Section 6 of this document*

b. Warranty (**minimum of 10 years**)

c. Delivery period (**At least 9 months to complete installation of the system from the date contract is signed**)

d. References (**Traceability referees - at least three institutions where similar system was installed and could be verified**)

e. Support capability (**Availability of certified engineers to install and commission as well as to support the system, Please indicate relevant qualifications required for all key and support team members**)

f. Financial capability (**Recent (past three years) audited Financial Statements**)

g. Authorisation to manufacture/ sell and install the security equipment or system (**Validity of the authorization by a reputable institution**).

h. Training (skills transfer) (**Please indicate opportunity/ availability for training and skill transfer to Bank personnel**)*. The vendor is required to give a comprehensive training plan for both business and technical personnel to ensure the Bank is able to utilize and support the solution on its own*)

i. System life span (if need be)

j. Experience of firm in **terms of number of years and experience and qualification of consultants.**

C   FINANCIAL COMPARISON

6.   Costs to be included in Bid Price

The costs to be included in the bid price are:
(a)   the unit and total rates in the Price Schedule;
(b)   taxes, duties and levies;
(c)   discounts, adjustments if any.

7   Determination of Lowest Evaluated Bid

7.1   The bid with the lowest price, among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid and recommended for award of contract.

8.   Margin of Preference

8.1   **20% Margin of Preference shall be applied on financial comparison to indigenous black Malawians whose bids have passed the technical stage.**

D   POST QUALIFICATION

The lowest evaluated bid shall be post qualified on the basis of;

a.   Due Diligence with the reference sites in a form of phone calls or visit
b.   Valid Business Registration
c.   MRA Tax Compliance.

9   **Determination of Lowest Evaluated Bid**

9.1   The bid with the lowest price, among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid and recommended for award of contract.

References must be indicated as per sample indicated in the table below:

Organization	Description	Amount	Quantity	Contact Person	Contact Details	Year
AAA Bank	Supply and delivery of Laptops	250,000,000.00	100	Mary Phiri	mphiri@aaa.mw +2651770600	2022
CC Bank	Supply and delivery of computers	50,000,000.00	47	Yohane Yakobo	yyakobo@bbb.mw	2019
YY Consult	Supply of printers and projectors	17,000,000.00	3	Chimwemwe	chi@yyconsult.mw	2020

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet

[Input of Information to be completed by Bidder]

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

Procurement Reference Number: [**insert reference number**]

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

To: [**insert complete name of Procuring Entity**].

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Documents, including Addenda No: [**insert the number and issuing date of each Addenda**];

(b)   We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services: [**insert a brief description of the Goods and Related Services**];

(c)   The total price of our Bid, excluding any discounts offered in item (d) below is: [**insert the total bid price in words and figures, indicating the various amounts and the respective currencies**];

(d)   The discounts offered and the methodology for their application are: …………………

Unconditional Discounts. If our bid is accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies.**]

Methodology of Application of the Discounts. The discounts shall be applied using the following method: [**Specify in detail the method that shall be used to apply the discounts**];

Conditional Discounts. If our bid(s) are accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies.**]

Methodology of Application of the Discounts. The discounts shall be applied using the following method: [**Specify in detail the method that shall be used to apply the discounts**];

(e)   Our bid shall be valid for a period of [**specify the number of calendar days**] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(f)   We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1 and have not been suspended by the Office of the Director of Public Procurement in Malawi from participating in public procurement;

(g)   **We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document**;

(h)   We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring Entity;

(i)   If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of [**insert amount and currency in words and figures of the performance security**] for the due performance of the Contract;

(j)   We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [**insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a consortium or association, and the nationality each subcontractor and supplier**];

(k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(l) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible or suspended from public procurement by the Office of the Director of Public Procurement of the Republic of Malawi.

(m) Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring Entity.

(n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [**insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity**]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(o) The names and physical addresses of the Directors of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

Name	Address

(q) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(r) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name [**insert complete name of person signing the Bid**]   In   the   capacity   of   **[insert legal capacity of person signing the bid**].

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

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

Dated on …….. day of ………………………..,   2024 **[insert date of signing]**

Price Schedule for Goods and Related Services
[Input of Information to be completed by Bidder]

Date… [**Insert date (as day, month and year) of Bid Submission**]...

Procurement Reference Number: [**insert number of bidding process**]

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

Name of the Bidder: …[**Insert full name of Bidder**]

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Item No.	**Good or Related Service**	**Country of origin**	**Percent of Malawian origin** [1]	**Quantity (No. of units)**	**Unit price** [2]	**Import Duties, Sales Taxes and other Taxes, per unit** [2]	**Total Price**
[Insert number of item]	[name of items, good or related service]	[insert country of origin of this item]	[if the margin of preference applies, insert percentage of national origin for this item]	[insert number of units of this item to be purchased]	[insert the unit price of this item, excluding all import duties and taxes, paid or payable in the Republic of Malawi]	[insert all import duties, taxes paid or payable in the Republic of Malawi on this item]	[insert the total price for this item, which is the sum of columns 6 and 7]

Notes:

[1] *In accordance with margin of preference ITB Clause 35, if applicable*

[2] *In accordance with ITB Clauses 14 and 15.*

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

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

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

Dated on ………………. day of …….….………………, 2024 [**insert date of signing**]

4.1.2   Bid Security

BID SECURING DECLARATION

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

Date: ……………………………………………………………………….

ICB No.: …………………………………………………………….....

Alternative No.: …………………………………………………………....

To: …………………………………………………………………….

We, the undersigned, declare that

1   We understand that, according to your conditions, bids must be supported by a Bid-Securing

Declaration.

2   We accept that we will automatically be suspended from being eligible for bidding in any
contract with the Procuring Entity and/or any other government entity for a period of **24 months**
starting on the date as may be determined by the Government of Malawi if we are in breach of our
obligation(s) under the bid conditions, because we:

(a)   have withdrawn our bid during the period of bids validity specifies by us in the Bid Data
Sheet; or
(b)   having been notified of the acceptance of our bid by the Procuring Entity during the period of
bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish
the Performance Security, in accordance with the ITB

3   We understand that this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the

successful bidder; or (ii) thirty days after the expiration of the bid.

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

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

Signed*:* …………………………………………………………………….. In the capacity of

……………………………………………………………………………….

Name: ……………………………………………………………………………..

Duly authorized to sign the bid for and on behalf of …………………………..

Date: on …………….. day of …………,………….. …………………..

Witnessed By …………………………………. in capacity of …………………………….

Date: on …………….. day of …………,………….. ……………………………..

Manufacturer's Authorisation
[Input of Information to be completed by Bidder]

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

Procurement Reference Number: **[insert number of bidding process]**

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

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

WHEREAS [**insert complete name of Manufacturer**], who are official manufacturers of [**insert type of goods manufactured**], having factories at [**insert full address of Manufacturer**], do hereby authorise [**insert complete name of Bidder**] to submit a bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us [**insert name and or brief description of the Goods**]*,* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

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

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

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

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

Note: This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the Bidder in its bid, if so indicated in the BDS.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

1. directly or indirectly holding 5% or more of the shares
2. directly or indirectly holding 5% or more of the voting rights
3. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.
4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;
5. has a significant stake in a company and on whose behalf activity of a company is conducted; or

6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

Date: [insert date] …………………………………………………………..
Procurement Reference No.: [insert procurement reference number]
…………………………………………………………………………..
Page [insert page number] of [insert total number of pages] pages
……………………………………………………………………………………

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

In response to the invitation for bid dated [**insert date of invitation for bid**] we hereby submit beneficial ownership information: [**select one option as applicable and delete the options that are not applicable**]

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 5% or more of the shares (Yes / No)	Directly or indirectly holding 5 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the Board of the Directors or an equivalent governing body of the Bidder (Yes / No)

[include full name (last, middle, first), nationality, country of residence, telephone number(s), email address, postal and physical addresses]			

OR

(ii) We declare that there is no Beneficial Owner who has not been disclosed meeting one or more of the following conditions-

1. Directly or indirectly holding 5% or more of the shares

2. Directly or indirectly holding 5% or more of the voting rights

3. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the bidder.

4. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;

5. has a significant stake in a company and on whose behalf activity of a company is conducted; or

6. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

OR

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

7. directly or indirectly holding 5% or more of the shares

8. directly or indirectly holding 5% or more of the voting rights .

9. directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

10. directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a company, whether acting alone or together with other persons;

11. has a significant stake in a company and on whose behalf activity of a company is conducted; or

12. exercises significant control or influence over a person through a formal or informal agreement, and where such ownership, control or interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.

Name of the Bidder: [**insert full names**]…………………………………………..

Name of the person duly authorized to sign the Bid on behalf of the Bidder: [**insert full names of person duly authorized to sign the Bid**]…………………………………………………………………………………..

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

Signature of the person named above:……………………………......................

Date signed […………………] day of [……………………………………………

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

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

Section 5. Eligible Countries – All

Procurement Reference Number: *RBM/ICT/16/2024*

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

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government of the Republic of Malawi is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any import of Goods from that country or any payments to persons or entities in that country.

Section 6: Statement of Requirements

Supply, installation and configuration of Enterprise Resource Planning (ERP) System.

EVALUATION CRITERIA

1. Manufacturer's authorization **from within the region of belonging of Malawi**, and RBM will verify **– Those outside the region i.e. from the Grey Market will be rejected**

2. Strict adherence to specifications

3. Warranty – **One-year Warranty**

4. Traceable referees – a minimum of **Three (3)** reputable institutions where they have supplied **Desktop / Laptop Computers**. The Bank reserves the right to crosscheck the references.

5. Brochures of the proposed model of their choice (**Do not send other models than the one offering).**

6. The firm should have a minimum of **3 years'** past demonstrable experience in supplying ICT equipment (Such as **Desktop / Laptop Computers)**. The Bank reserves the right to crosscheck the references

Sample References

Organization	Description	Amount	Quantity	Contact Person	Contact Details	Year
AAA Bank	Supply and delivery of Laptops	250,000,000.00	100	Mary Phiri	mphiri@aaa.mw +2651770600	2022
CC Bank	Supply and delivery of computers	50,000,000.00	47	Yohane Yakobo	yyakobo@bbb.mw	2019

YY Consult	Supply of printers and projectors	17,000,000.00	3	Chimwemwe	chi@yyconsult.mw	2020

Section 6: Statement of Requirements

STATEMENT OF REQUIREMENTS FOR THE SUPPLY, INSTALLATION AND CONFIGURATION OF ENTERPRISE RESOURCE PLANNING SYSTEM AT THE RESERVE BANK OF MALAWI

JUNE 2024

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Part 3

1.0   INTRODUCTION

The Reserve Bank of Malawi (The Bank) implemented an on-premise Oracle Enterprise Resource Planning (ERP) system in 2012 covering core banking, procure to pay, accounting, inventory and fixed asset management in order to automate and integrate business processes and functions for enhancing productivity and efficiency. The system is due for replacement and or upgrade. The Bank, therefore, invites eligible bidders to submit proposals for the **Implementation of an ERP solution for the Reserve Bank of Malawi** as depicted by the Bank's requirements as outlined in this document. The Bank is open to any robust ERP solution including an upgrade of the existing ERP solution.

2.0   OBJECTIVES OF THE PROJECT

The Bank expects that through the ERP implementation, it will be able to achieve the following objectives:

a) To automate business processes that have been streamlined and benchmarked to best international standards including International Financial Reporting Standards (IFRSs).

b) To acquire adequate internal support knowledge and skills for smooth operations and business continuity for the Bank.

c) To automate Straight Through Processing (STP) through secure and efficient system integrations in order to eliminate manual interventions or duplicated efforts in transactions processing.

d) To facilitate better internal and external collaboration and communication through integrated platforms that connect various business functions and stakeholders.

e) To provide comprehensive reporting tools and real-time data access, which aids in strategic planning and informed decision-making.

f) To automate routine tasks and streamlining business processes to reduce manual processing errors, and delays, thus increasing overall efficiency and employee productivity.

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g) To provide a scalable solution that can grow and adapt with the business, accommodating new processes, departments, or products without significant disruptions or system overhauls.

3.0   FUNCTIONAL SPECIFICATIONS

The ERP system is expected to handle transactions relating to the Bank's accounting and financial reporting, budgeting and performance management, procurements and payments management, assets and facilities management, project accounting and management, human resources management, medical scheme accounting and management. Below is an outline of the detailed business functional system requirements which the Bank intends to procure:

3.1 ACCOUNTING AND FINANCIAL REPORTING SPECIFICATIONS

Accounting and Finance department is charged with budget planning, implementation, monitoring, control, and reporting of the Bank's financial transaction for income, expenditure and financial position. The processes that need to be automated under Accounting and Financial reporting functions includes the following:

3.1.1 General Ledger Management

The General Ledger represents the record-keeping system for the Bank's financial data with debit and credit account records validated by a trial balance.

No.	Requirement
1.	The system should allow definition of multiple Chart of Accounts to cater for the operations of more than one operating unit
2.	The system should allow definition of relevant business accounting rules to cater for the operations of more than one operating unit

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No.	Requirement
3.	The system should allow classification and mapping of account at both organizational and operating unit level such as income, expenditure, liability, asset, equity, contingent, and memorandum
4.	The system should allow definition of Organisation's Functional Areas (add/amend/move/delete).*The functional area comprises of several departments*
5.	The system should allow definition of the Branches (add/amend/move/delete)
6.	The system should allow definition of the Departments (add/amend/move/delete)
7.	The system should allow definition of Profit/Cost Centers (add/amend/move/delete). ***One department may have one or several profit or cost centers***
8.	The system should be able to define possible account code combination based on the defined business rules. ***i.e. validation of rules should be done when posting transactions***
9.	The system should support manual and automated upload of journal entries
10.	The system should support authorization of both manual and automated journal entries using a minimum of four eyes principle
11.	The system should support authorization of reversals of journal entries using a minimum of four eyes principle
12.	The system should be able to revalue daily foreign exchange related transactions and positions (*balances*) using relevant exchange rates and business rules
13.	The system should accommodate structural requirements of accounting such as maintaining multiple general ledgers, appropriation of year-end financial results, encumbrance accounting, accruals and prepayment accounting
14.	The system should describe Chart of Account (CoA) format, number of segments and characters available. The Bank is open to improvement of the current format which is: *Company. Cost Centre. Account. Product. Future Segment.* Grouped into Company/Branch/Function/Department/Cost Centre/Profit Centre
15.	The system should allow opening and closing of accounting periods both at modular and General Ledger level
16.	The system should have an approval workflow (minimum of 4 eyes principle) for approving both transactional and maintenance operations such as for creating accounts, opening and closing of accounting periods and many more
17.	The system should have the capability to open and post transactions to prior periods

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No.	Requirement
18.	The system should have the ability to produce periodic (weekly/monthly/quarterly/bi-annual/annual) financial statements and supporting schedules, including relevant disclosures as defined by the users
19.	The system should be able to have an adjusting period (13th Month) after the close of an accounting year to carter for year-end adjustments
20.	The system should allow inclusion of a source reference for all the journal entries (interface triggered and manually captured journals) emanating from various sub-ledger systems
21.	The system should be able to prevent posting of journal entries to closed periods
22.	The system should be able to support accrual accounting concept
23.	The system should be able to allocate costs to various cost centers based on the defined business rules
24.	The system should support single or multiple journal entry uploads for apportionment of income and expenses accounts such as: a. Regular or normal journals b. Reversing and recurring journals d. Allocations journals (equal increments or by percent) e. Statistical journals f. Budget Adjustment journals g. System import or file upload and others as required by the users
25.	The system should be interoperable to integrate with other systems and modules in an effort to achieve STP with such systems /modules. However, the system should support implementation of additional interfaces and related rules when need arises. Currently the following systems are in scope for the interfaces: a. Flexcube system - Bank's core banking system which receives local, cross border, and internal payments from the ERP system. Flexcube system sends accounting entries to the General Ledger at end of business through daily hand-off of transactions and balances b. Payroll management module which sends accounting entries on statutory deductions, staff loans, etc. c. Payables (supplier payment management) module which sends accounting entries to both the General Ledger and the Bank's core banking system. d. Corporate Financial Information system which sends daily exchange rates

Part 3

No.	Requirement
	e. Fixed Asset (Asset Management) module which sends accounting entries to the General Ledger system periodically as defined by the users
	f. Budgeting module which sends budgets to the General Ledger and receives actuals for each budget line from the ERP system
	g. Inventory (*stockable and non-stockable items*) module which sends accounting entries relating to goods and services to the General Ledger periodically
	h. Reconciliation (Management of Bank reconciliations) module- for reconciliation schedules and reports
	i. Currency Stock Management system
	j. Foreign Reserves Management system
	k. OPTIAL System (Risk and Strategy Management system)

3.1.2 Financial Reporting

Financial reporting is concerned with the reporting of the actual financial results of the Bank's financial activities and performance over the specific time periods.

No.	Requirement
26.	The system should support the preparation of the Financial Statements (should produce income statement, statement of financial position, cash flow statement, and statement of changes in equity) along with all the relevant accounting disclosures
27.	The system should automatically document and generate accounting entries for changes in equity as per defined or customized accounting rules or regulations based on the Bank's business requirements
28.	The system should be able to carry out monthly closure of sub-ledger systems and post the relevant journal entries in real time into the General Ledger for final reporting

3.1.3 Reconciliations

No.	Requirement
29.	The system should support recording of relevant source references transactions
30.	The system should be able to provide an automated reconciliation process

No.	Requirement
31.	The system should be able to match transactions from both source and destination systems including but not limited to the following systems; a. Core Banking System b. Payroll management module c. Payables (supplier payment management) module d. Corporate Financial Information system e. Fixed Asset (Asset Management) module f. Budgeting module g. Inventory (*stockable and non-stockable item*) module h. Reconciliation (Management of Bank reconciliations) module i. Currency Stock management system j. Foreign Reserves management system k. OPTIAL System (Risk and Strategy management system)

3.1.4 Reports requirement

No.	Requirement
32.	The system should be able to generate trial balance report based on specific date and date range as defined by the user
33.	The system should be able to generate detailed account movement report for a specific date and date range as defined by the user
34.	The system should be able to generate the following reports in different formats (such as Excel, Word, PDF) based on the user defined parameters: a) Transactions manually captured report in the General Ledger b) Detailed transactions report (including by account number and category) c) Account movement report which shall include source code, transaction date, value date, transaction description, and amount d) For many to one accounts, a report that includes customer account identifier e) Foreign Exchange revaluation report which will include details such as foreign balances, exchange rate and the revaluation amounts (realized / unrealized gains / losses)
35.	The system should be able to generate reports that will be used to match or reconcile with transactions that have moved from various source systems

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No.	Requirement
36.	The system should ensure that the following reports are available as and when required by the users: a) Trial balance, b) Statement of Profit or loss at company, cost centre and analysis levels, c) Statement of Financial position, d) Cash flow statements, e) Statement of changes in equity, f) Net movement by account, showing opening balance at start of month, net transactions value (or detailed transactions) and closing balance, Current months transaction listing (by account code).
37.	The system should enable users to design and develop reports based on the defined parameters as and when required.

3.2 BUDGET PLANNING AND PERFORMANCE MANAGEMENT

This is a tool used for planning, controlling and measuring financial performance of the Bank. It also ensures that funds are made available and are adequately used in line with the Bank's budgeting policy and strategic plan.

No.	Requirement
38.	The system should allow definition of a budget period (Financial Year)
39.	The system should allow definition of budget organization
40.	The system should have appropriate tools to upload budgets to relevant accounts
41.	The system should support utilization of the budget
42.	The system should be able to support hybrid budgeting method such as activities based and zero based budgeting methods
43.	The system should allow definition of relevant budgetary controls to avoid over-spending based on the defined rules
44.	The system should support budget review amendments and keep the initial budget records for reporting purposes as defined by the users
45.	The system should support forfeiture of unutilized funds at the end of the year for revenue expenditure budgets

Part 3

No.	Requirement
46.	The system should support transfer of funds from one account to another as defined by users with appropriate approvals [minimum of four eyes principle]
47.	The system should be capable of allocating budgets to respective months, departments and cost centres/profit centres accordingly
48.	The system should have flexible budgetary control options such as absolute and advisory controls based on the Bank's requirements
49.	The system should be able to categorize both revenue, capital and project budgets accordingly
50.	The system should have tools that can enable users to perform budgeting analytics such as forecasting, creating budget scenarios, and trends
51.	The system should have budget roll-up and or roll-down capabilities for all line items and allow users to drill down based on the users requirements
52.	The system should be able to provide the ability to include free form text notes at the line item, department, and fund level. These notes can be printed with budget work sheets and budget proposals at the user's discretion
53.	The system should have export and import capabilities to and from other tools such as Microsoft Excel tools and others
54.	The system should be able to track budget proposals, reviewed amounts and final approved amounts at functional/departmental/cost/profit center level
55.	The system should be able to generate appropriate notifications when nearing budget tolerances such as when the remaining available budget is 10% remaining and send to relevant system users based on the defined rules
56.	The system should be able to provide distributed budget data entry for an end-to-end budget preparation system with single entry of data that flows through the entire system
57.	The system should be able to support carryover of all budget lines for capital items and encumbrances for revenue accounts.
58.	The system should be able to define templates to incorporate external data like the country's Gross Domestic Product, inflation, exchange rates, cost of living adjustments and benchmarks which may be used to do "what if" analyses
59.	The system should provide workflow and allow budget revisions to be posted to the budget system in a distributed process

Part 3

No.	Requirement
60.	The system should be able to publish professional budget documents, which include information from various sources, utilize charts and graphs and integrate performance data
61.	The system should be able to provide performance measurement and management capabilities that can be tied to the Bank's budget policies as well as strategic priorities
62.	The system should be able to provide a report on the best fit regression model suitable for making top level forecasts. This will be particularly important to estimate relationships between variables, such as impact of a change in inflation/exchange rates on administrative costs
63.	The system should be able to analyze real-time "what if" scenarios that can be utilized at any time during the year, e.g. for budget request development, contract costing and overhead allocations
64.	The system should be able to accommodate graduated and non-graduated remuneration and benefits adjustment assumptions
65.	The system should provide an interface to Human Resource Management and Payroll System (Payplus system) for base line data upload and what-if analysis
66.	The system should be able to capture relationships between costs and revenues, income and expense and financial position in relation to the captured assumptions, key performance indicators and performance drivers
67.	The system should be able to set deadlines and send e-mails or alerts to branches/units, profit/cost centers that have not submitted their budgets within the set deadlines, when revisions are required and when budgets are approved
68.	The system should be able to use different budget methodologies such as incremental, performance, zero-based, hybrid and outcome based the Bank's budgeting policy
69.	The system should be able to apply increases/decreases at line item, budget or Bank level with changes made at one level automatically cascading down or up to other budget levels to show the impact of the changes
70.	The system should be able to track and report on variance analysis including: calculating variances (between budget/actual or year over year) and allowing end users to input variance explanations for those accounts
71.	The system should be able to create report templates and support delivery of same reports over multiple mediums including word, excel, web, pdf, etc.

Part 3

No.	Requirement
72.	The system should be able to provide performance measurement and management capabilities that can be tied to the Bank's budgeting process as well as strategic priorities as defined by the users
73.	The system should be able to interface with the strategy and risk management system on strategic priorities, performance indicators, and other relevant defined parameters
74.	The system should be able to roll up performance measures to broad cross-departmental service areas and organization-wide measures
75.	The system should be able to support long-term planning capabilities, including a capital budgeting and planning module that can evolve with the Bank's priorities and needs
76.	The system should be able to compute projections of revenue, expenditures and financial position items that can be used for multi-year budgeting and support strategic planning (three years)
77.	The system should have capabilities to perform sensitivity analysis by changing assumptions/performance drivers, with outputs that identify the resulting changes
78.	The system should be able to maintain historical financial data, i.e. for budget, actual, and encumbrance transactions. This information must be available for both reports and inquiry functions
79.	The system should be able to integrate the budget management module with the following modules/systems: a. General Ledger (processing actual information) b. Payables (payment management) c. Strategy and Risk Management system d. Fixed asset module e. Human Resources Management Information System f. Payroll Management System
80.	The system should reject creation of Purchase Requisition (PR) if the relevant General Ledger account has insufficient budget balance
81.	The system should allow for reservation of funds once the PR is created
82.	The system should accommodate utilization of funds from more than one budget line within the approved purchase requisitions

Part 3

No.	Requirement
83.	The system should allow for management of relevant taxes (as defined based on the applicable rates), on purchase requisitions creation
84.	The system should support different supplier categories and taxation rules applicable to each supplier. For example, the system should not apply Value Added Tax (VAT) when the supplier category is a member of staff.
85.	The system should be able to duplicate an account number when duplicating a line
86.	The system should provide for variance analysis report such as budget vs actual, budget absorption rates etc. with an ability to include commentary
87.	The system should allow generation of various periodical reports based on the defined parameters such as weekly, monthly, quarterly and annually for reports including the following reports: • Encumbrances (including negative encumbrances) • Budget Utilization • Account Analysis • Account Movement • Cost/Profit center Reports • Functional Area Reports • Strategic Pillar Reports
88.	The system should clear (move) balances from encumbrances to actual and reflect on budget balance upon Purchase Order (PO) closure

Part 3

3.3 PROCUREMENTS AND PAYMENTS SPECIFICATIONS

3.3.1 Procurement and Related Contracts management

No.	Requirement
89.	The system should support contract creation for both goods and services
90.	The system should allow definition of contract milestones
91.	The system should support creation of the contract life cycle
92.	The system should allow assignment of the budget and executing department to the contract
93.	The system should allow assignment of a contract manager/ coordinator for each contract
94.	The system should allow categorization of contracts for both local and foreign, including relevant obligations associated with the contract(s)
95.	The system should validate budget adequacy for the execution of the contract including all relevant tax obligations
96.	The system should be able to up-load signed contracts ready for execution by the respective departments
97.	The system should support contract monitoring of milestones from initiation to implementation stage
98.	The system should be able to list all purchase orders under the contract and track the performance of the associated contract based on the defined milestones as determined by the users
99.	The system should be able to send notification statuses of the contract performance based on the relevant defined milestones
100.	The system should have different search criteria functionality for contract details using various parameters such as incomplete, completed contracts
101.	The system should support repository of all active contracts copies in the Bank and be able to archive all the closed contract based on the user defined parameters
102.	The system should have a document manager to assist in uploading and attaching related contract documents

Part 3

No.	Requirement
103.	The system should have a minimum four (4) eyes principle for the management and maintenance of the contracts
104.	The system must be flexible to capture supplier relationship and interactions and also monitor compliance to the relevant obligations
105.	The system should be able to track and manage contract calendars in order to monitor milestones, deliverables, schedules, and payments
106.	The system should have checklist for managing information and deliverables/ activities within the entire contract cycle
107.	The system should be able to have claims administration mechanism to cope with any non-adherence with the agreed terms of contract
108.	The system must have the capability of showing contracts which are: a) new b) high risk as defined by contract amount thresholds c) close to expiry / renewal d) renewed contracts e) contracts with addendum f) non-performing contracts g) and many others
109.	The system should allow users to create requisitions for goods and services based on the users' requirements
110.	The system should allow users to capture relevant parameters in the requisition including but not limited to the name, department, date of the request, item category, quantity, priority, reason, description etc.
111.	The system should be able to generate the requisition number automatically in the format as defined by the users, such as alphanumerical numbering for easy identification of the branch or operating unit
112.	The system should be able to maintain suppliers and related details such as name, bank details, address and related supplier category
113.	The system should be able to verify availability of budget (including taxes) before the requisition is submitted for approval process

Part 3

No.	Requirement
114.	The system should support attachment of an unlimited number of electronic files or supporting documents
115.	The system should reject recording of a contract without supporting contract copies or documents
116.	The system should support requisition creation in both foreign and local currencies
117.	The system should apply workflow routing rules for approval of requisitions based on the set threshold according to the delegation of authority policy
118.	The system should be able to convert approved requisition to a purchase order which will be printable on the Bank's special paper
119.	The system should allow tracking of method of procurement used (RFQ, Open tender, single sourcing and restricted tender) and production of reports based on method of procurement used.
120.	The system should allow processing of Purchase Requisition (PR) for non-stockable items/ stockable items, works, services and consultancies.
121.	The system should have capabilities to produce reports for each category of the requisitions raised by the users
122.	The system should support categorization, maintenance, and processing of different goods and services according to applicable rules
123.	The system should allow Requisition and Purchase Order approvals via mobile device such as tablet or web portal.
124.	The system should support and trigger automated notifications to the next approver whenever the requisitions are sent through the workflow depending on the status of the PR
125.	The system should support sending of notifications to Procurement, executing department and the user department once the requisition is approved
126.	The system should allow the users to amend/edit/close or cancel a requisition including justification for cancelling
127.	The system should support generation of Request for Quotation (RFQ) from the requisitions on a defined format for goods (stock and non-stock), works, services and consultancies

Part 3

No.	Requirement
128.	The system should create the RFQ addressed to each supplier using a customized/ defined RFQ template in the system.
129.	The system should allow maintenance of the approved vendors (suppliers) in accordance with the relevant regulations and policies
130.	The system should allow identification of the successful supplier from RFQ analysis and approved supplier details to automatically upload in PR
131.	The system should allow automatic upload of approved supplier details on the purchase order forms
132.	The system should support generation of various reports as per users' requirements (*refer to procurement reports requirements below*)
133.	The system should support appending electronic signatures on the approved purchase orders
134.	The system should support sending emails directly to the suppliers once the purchase order is approved
135.	The system should support automatic and manual creation of purchase orders from the relevant requisitions that have been approved and populate all the relevant details (*Convert approved requisition to a purchase Order*)
136.	The system should support the complete cycle of the procurement process
137.	The system should be capable of making calculations of total prices per item and consolidate the totals for each item, including computing various relevant taxes where applicable separately for both local and foreign transactions such VAT and non-resident tax rules
138.	The system should support partial deliveries and multiple delivery dates for items on the same purchase order
139.	The system should be able to track progress of the purchase order issued to supplier and provides relevant automatic alerts for delayed deliveries
140.	The system should also be able to generate a reconciling report for the requisitions that have been turned into purchase orders and orders whose goods /services have been delivered and paid accordingly
141.	The system should support creation and printing of Goods Received Note to ensure three-way matching orders, receipts and invoices for payments.

Part 3

No.	Requirement
142.	The system should support an automatic update of the accounting entries posted when products/services in an order have been delivered/ received
143.	The system should be integrated with the following systems to ensure that the Bank has a complete procure to pay solution: a) Payables module b) Inventory c) Budgets d) Contracts
144.	The system should allow the users to find all the purchase order transaction log as defined by the users.
145.	The system should support acceptance or returns or rejection of products/services from supplier after delivery upon inspection
146.	The system should allow for categorization of vendors as limited company, SME, group of company and indigenous Malawians etc.

3.3.2 Payables Processing and Management

This sectional functional requirement cater for management of payments to various suppliers based on the invoices received for the goods and services rendered or yet to be rendered to the Bank in respect to the respective orders.

No.	Requirement
147.	The system should allow capturing of various supplier's data as defined by the users and should include but not limited to the following: a. Supplier name. b. Supplier number. c. Bank details and remittance address. d. Supplier dormancy period e. Telephone number f. Contact person (unlimited number of contacts). g. E-mail addresses for all contacts. h. Supplier terms and conditions.

Part 3

No.	Requirement
	i. Local Supplier-Tax payers Identification Number (TIN)/National ID
148.	The system should have approval workflow for supplier creation
149.	The system should allow manual de-activation of suppliers
150.	The system should allow manual re-activation of suppliers
151.	The system should support supplier classification based on the industry they are operating for tax, levies and other purposes such as hospitality industry, contractors etc.
152.	The system should support supplier classification based on the nature of the company such as limited liability company, small and medium enterprises, sole traders, and partnerships
153.	The system should allow supplier payment banking details to default to the current or latest bank account for ease of payment processes
154.	The system should support maintenance of suppliers/customers such as commercial banks details for both local and foreign customers
155.	The system should support a minimum of four (4) eyes principle on the maintenance
156.	The system should provide lookup capabilities by any supplier details as defined by the users such as supplier number, address, name and others. If a portion of the Supplier name is entered, displays all Suppliers starting with the letters entered and provide scroll and point selection of the selected Supplier.
157.	The system should standardize supplier names to swift standards for easy integration with SWIFT/ Flexcube (core banking system)
158.	The system should support booking of invoices, credit notes, debit notes, system generated tax invoices, uploading of batch and single invoices.
159.	The system should allow single and batch payment processing of transactions
160.	The system should support tracking and authorization workflow of invoices Route a single invoice concurrently to multiple approvers; ability to re-route or add reviewer while in process.
161.	The system should allow processing of multiple invoices to a purchase order
162.	The system should reject processing of duplicate invoice numbers per supplier
163.	The system should be able to scan invoices and automatically attach those scans to the invoice record or integrate with the Bank's existing document capture and content management solution

Part 3

No.	Requirement
164.	The system should be able to enter multiple invoices and multiple line items per invoice, split among an unlimited number of G/L accounts and cost centers
165.	The system should ensure that all invoices, even when paid, are available for on- line enquiry.
166.	The system should support three-way matching of invoices, receipts and orders
167.	The system should allow upload of supplier account statements and be able to reconcile the statement against payments made in the system
168.	The system should allow drilling down of transactions to the source systems
169.	The system should be able to process accounting entries for payment for both local and foreign suppliers.
170.	The system should be able to post payment instruction to the Core Banking system for both local and foreign payments including transaction source reference for reconciliation purposes
171.	The system should support capturing of supplier name in compliance with the SWIFT standards e.g. capturing supplier names with more than 35 characters should be handled on multiple lines
172.	The system should allow both manual and automatic selection of invoices for payment based the defined parameters such as payment dates, vendors, bank accounts, funds, invoice batches, invoice numbers, and other options
173.	The system should allow filtering of transactions like invoices and payments by date range, currency, amount, branch, and others as defined by the users
174.	The system should accept future dated diarized entries which will not be processed until the date is reached. These entries should be maintained in the unpaid file until finally processed
175.	The system should allow maintenance of calendar holidays in the system
176.	The system should allow instant update of journals to the sub ledgers and General Ledger upon approval or transfer of the payment
177.	The system should allow configuration and maintenance of multiple tax types such as withholding tax, value added tax, and non-resident tax

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No.	Requirement
178.	The system should allow configuration, maintenance, calculation and processing of multiple tax rules (percentages) for all tax types such as withholding tax, value added tax, and non-resident tax
179.	The system should be able to manage predefined tax rules based on the legislation for the following: a) Services b) Goods c) Contracts d) Fees e) Carriage and haulage f) And many others as may be determined the tax legislations.
180.	The system should allow definition of responsibilities to receive goods and services in the system
181.	The system should be able to automate a process flow with the core banking system on payment of foreign and local cash transactions to be drawn on the Reserve Bank of Malawi banking counter
182.	The system should automatically reject duplicate payments by comparing vendor/invoice combinations to those maintained in historical files
183.	The system should allow availability of an unlimited amount of history of all transactions, with an option to archive all paid items based on the Bank's record management plan
184.	The system should allow the accounts payable module to interface with other internal modules in the ERP such as: a) General Ledger b) Fixed Assets c) Payroll d) Budget planning and performance management a) Inventory Management System And other external modules such as but not limited to: a) Flexcube Core Banking system b) Electronic Document Management system c) Payplus for payroll management system

Part 3

No.	Requirement
	d) Human Resource Management System
185.	The system should allow apportionment of prepaid expenses such as subscriptions and contracts
186.	The system should be able to reverse (void) a payment
187.	The system should be able to generate relevant accounting entries of reversals or void payments
188.	The system should be able to print a booked invoice in the system.
189.	The system should allow upload of multiple invoices ready for further processing
190.	The system should allow validation of invoices only in the current accounting period
191.	The system should support accrual of transactions upon receipt goods and services
192.	The system should only allow booking of an invoice for a purchase order which is fully received/delivered (in the system).
193.	The system should support processing of both local and foreign allowances paid to members of staff in local and foreign currencies respectively
194.	The system should support an approval workflow with a minimum of four eyes principle for processing transactions related to staff allowances, refunds and other direct payments and should
195.	The system should be able to create invoices after approval of requests for allowances by departments.
196.	The system should be able to send an automatic notification to finance team and the originator upon approval of the allowance requisitions.
197.	The system should streamline the process of creating, approving and processing payments to minimize manual efforts and errors
198.	The system should allow for easy management of suppliers' information including contact details, payment terms, and historical transaction data
199.	Capability to handle various types of invoices, including paper and electronic invoices and support invoice approval workflow
200.	Ability to process payments through multiple channels including cheques, electronic transfer (EFT), ACH payments among others

Part 3

No.	Requirement
201.	The system should be able to carry out comprehensive reporting capabilities to track payments, supplier account status, invoice status, non receipted items but invoiced among others

3.3.3 Petty Cash Payments Management

No.	Requirement
202.	The system should be able to hold float for different operating units
203.	The system should allow users to raise petty cash requisitions
204.	The system should support an approval workflow with a minimum of four (4) eyes principle for processing transactions related to petty cash payments and management
205.	The system should be able to support petty cash replenishments and generate relevant accounting entries
206.	The system should support generating and posting of relevant accounting entries to the General Ledger
207.	The system should support maintenance of new cost centers
208.	The system should support maintenance of petty cash float limits
209.	The system should be able to create various reports such as daily petty cash transactions and position, monthly account statements and year end statement
210.	The system should allow the users to request the petty cash float and replenishment requirements as defined by the users
211.	The system should be able to interface with the Bank's core banking system (Tellers' module)
212.	The system should allow role-based access control to restrict access to authorized personnel only
213.	The system should be capable to record petty cash expenses including date amount, category and purpose of the expense
214.	The system should be able to attach and store digital copies of receipts for each petty cash transaction
215.	The system should be able to maintain petty cash funds with predetermined amounts and track funds replenishments and withdraws

Part 3

No.	Requirement
216.	The system should be able to integrate with accounting system to facilitate seamless recording of petty cash transactions in the general ledger

3.3.4 Stores and Inventory Management

No.	Requirement
217.	The system should allow maintenance of inventory organization according to predefined criteria e.g. operating unit, branches or functional areas.
218.	The system should allow maintenance of sub inventories e.g. cages (stationery, cleaning materials etc.)
219.	The system should allow maintenance of stock locators (defines specific location for specific item)
220.	The system should allow definition of categories of items/ goods
221.	The system should allow maintenance of stock items
222.	The system should be able to manage stock replenishment levels for all items in inventory and provide automatic alerts once the reorder level is reached
223.	The system should be able to manage stock utilization for all items in inventory
224.	The system should allow capturing relevant information when replenishing items including acquisition date, cost, and others
225.	The system should allow definition of dormancy period per type of item and allow input of expiry dates and provide automatic alerts
226.	The system should recognize out of stock items and refuse ordering, movement, etc. on the same
227.	The system should allow clear definition of roles and responsibilities for inventory management processes.
228.	The system should allow segregation of duties for receiving and issuing of goods and services
229.	The system should have stores requisition (move order) workflow defined with a minimum of four (4) eyes principle
230.	The system should support arrangement of stores requisitions (move orders) according to user defined choice of criteria

Part 3

No.	Requirement
231.	The system should archive issued (transacted) stores requisitions (move orders)
232.	The system should have an option of capturing expiry date against an item where applicable and provides warning alerts when expiry date approaches for corrective action
233.	The system should send alerts to management (next level) when items have expired
234.	The system should support configuration of EOQ and Min-Max planning. System to send notification when stock reach reorder level, out of stock or near expiry, etc.
235.	The system should be able to check the availability of the stocks
236.	The system must generate a goods received note (GRN) for delivered goods
237.	The system must have the capability to match the purchase order for particular procurement requisitions to the GRN issued upon delivery of goods (Three-way matching)
238.	The system should support management of receiving goods from suppliers and related processes e.g. users can indicate goods rejected and give reasons for rejection
239.	The system should make mandatory the reviewed feedback (verification) on acceptance of goods and services
240.	The system should be able to manage different categorizations and reporting on items e.g. a) Services b) Stockable goods c) Non-stockable d) Works and Consultancies
241.	The system should support supplier pre-payments and manage pre-payment deliveries including partial/ multiple delivering e.g. send alerts, report of non-delivered pre-paid goods/services
242.	The system should support management of PR life cycle and send notifications for delayed/overdue order processing, and requisitions based on defined rules.
243.	The system should be able to allow reversals of wrongly issued/transacted stock items
244.	The system should be able to perform receipt corrections; i.e., returning goods to the supplier when wrongly receipted or due to any other valid reasons.

Part 3

No.	Requirement
245.	The system should be able to perform inter-organizational (Inventory organization) transfers of items
246.	The system should be able to perform sub-inventory transfers of items
247.	The system should allow every authorized user to check on-hand quantity availability
248.	The system should allow conversion of Unit of Measure (UOM); i.e., conversion of inventory quantities received to a higher or lower unit of measure.
249.	The system should be able to perform Physical Inventory/Stock-taking per Branch/inventory Organization; i.e. Periodic - Quarterly, Semi-annually, Annually or as and when required.
250.	The system should be able to manage inventory related minerals held for sale such as Gold, Gemstones, and others
251.	The system should be able to produce reports that marry move order and items issued from stores and weekly reports of goods received and issued and related values

3.3.5 Operations Workflows

No.	Requirement
252.	The system should support workflows for the following processes a) Purchase Requisition b) Purchase Orders c) Contracts creations d) Staff Allowances payments e) Move Orders
253.	The system should reject submitting more than one vacation rule to one individual
254.	The system should not allow user to delegate vacation rule to a vacant responsibility. First it should check availability of a delegated user.

Part 3

No.	Requirement
255.	The system should re-assign responsibility for a workflow to a different user after lapse of 24 hours from initial assignment.
256.	The Purchase Requisition should be assigned to Coordinators of Inventory Organization
257.	The Purchase Requisition submission to Accounting and Finance should pass through Stores Supervisor
258.	The system should have workflows supporting multi-level approvals in requisitions, purchase orders and Move orders with a possibility of mapping different roles played by users/ positions
259.	The system should interface with the following external systems: a) Flexcube b) Budgeting Module c) Portfolio Analytics Tool II d) Payplus (Payroll Management)

3.3.6 Reports requirement

No.	Requirement
260.	The system should be able to generate inventory issues report as defined by the users
261.	The system should be able to produce an analysis report for the inventory status
262.	The system should be able to generate the following reports: a) Supplier payment advice based on the mode of payment. i.e. RTGS, local/foreign cash, cheque, mastercard, foreign nostro. b) Paid and unpaid invoices. c) Partially processed invoices d) Un-received purchase orders e) Rejected purchase orders f) Partly Matched purchase orders

No.	Requirement
	g) Exception reports (unaccounted/ invalidated invoices and payments, transactions not posted to GL).
	h) Prepayments report (applied and unapplied invoices)
	i) Open purchase orders
	j) Payments summary report per period in order of payment amount.
	k) Supplier's account statement analysis per period, per tax category.
	l) Dormant supplier's report
	m) Payment report to show PR, PO, Supplier name, Invoice number and payment Amount.
	n) Tax reports (WHT summary report, VAT & NRT)
263.	The system should be able to produce monthly reconciliation statements detailing the account balance for each department
264.	The system should be able to generate various customizable reports as defined by the users such as: a. Open Purchase Order Summary by PO Number or supplier b. Open Purchase Order Detail by PO Number, Buyer, or Vendor c. PO delivery status Reports d. Closed /cancelled Purchase Orders/requisitions e. Incomplete Receipting of PO's report f. Unreceived PO's report g. Partially received PO's report. h. And many others
265.	The system should be able to generate stock vocabulary report (report that lists all stockable items, their code and precise physical location)
266.	The system should be able to generate all inventories value report (report that lists all inventory and their cost values, unit measure, etc. with line totals for each item)
267.	The system should be able to produce item list according to age in the inventory categorized as new, dormant etc. according to acquisition date or expiry date
268.	The system should be able to generate the list of all out-of-stock items report
269.	The system should have dashboard for various analytics such as delayed

Part 3

3.4 ASSETS AND FACILITIES MANAGEMENT SPECIFICATIONS

The section considers the Bank's management of facilities including buildings, motor vehicles, equipment and machinery and other assets to ensure seamless provision of services and effective management of faults. Maintaining up to date records of all Bank's assets in terms of location, condition, insurance cover and maintenance history is paramount. Additionally, manages infrastructure projects to ensure proper financing, control and monitoring mechanisms are in place. The processes to be automated under this section includes:

3.4.1 Asset Management

No.	Requirement
270.	The system should allow definition, addition and removal of Fixed Asset categories (Motor Vehicle, Office Buildings, etc.)
271.	The system should allow definition, addition and removal of Fixed Asset subcategories e.g. for motor vehicle (sedan, suv, minibus, truck, bullion)
272.	The system should allow creation of an asset from payables module/project accounts
273.	The system should be able to generate and post accounting entries from Fixed asset creation to asset disposal
274.	The system should be able to separate work in progress/projects from completed Fixed Assets which are in use.
275.	The system should be compliant to the International Financial Reporting Standards such as IAS 11,16 and 38
276.	The system should be able to transfer different cost components from WIP to various asset categories
277.	The system should be able to classify fixed assets according to location, categories, depreciation method, useful life, cost and date of acquisition among others
278.	The system should be able to identify the user of a particular asset
279.	All the changes in the system should follow a four-eyes principle
280.	The system should allow different depreciation methods for different Asset categories

Part 3

No.	Requirement
281.	The system should allow a change in depreciation method or useful life of an asset
282.	The system should allow change of residual values for Assets
283.	The system should allow definition of depreciation rates for both absolute and percentage terms
284.	The system should allow changes to categorization of Fixed Asset and be able to generate appropriate accounting entries to the general ledger
285.	The system should allow movement of Fixed Asset
286.	The system should allow disposal of Fixed Asset
287.	The system should allow revaluation of Fixed Asset
288.	The system should allow impairment of Fixed Asset
289.	The system should be able to transfer Fixed Asset from one Accounting Category to another Accounting Category (from main asset account to Held for sale category)
290.	The system should be able to calculate profit or loss on disposal of fixed assets.
291.	The system should allow for opening and closure of accounting period
292.	The system should be able to generate relevant reports for all Fixed asset related transactions
293.	The system should allow withdrawal of Fixed Assets
294.	The system should allow definition, addition and removal of asset categories in the memorandum of fixed assets register
295.	The system should allow definition of asset location in the Memorandum Fixed assets register
296.	The system should allow transfer of Fixed Assets within the registers and between the registers
297.	The system should be able to receive and process assets from other systems i.e. external tagging system (interface)
298.	The system should allow the description of asset location (e.g. Cafeteria kitchen, main bedroom, etc.)
299.	The system should have workflow to manage asset movements
300.	The system should allow transfer of the related costs to the appropriate asset accounts after project closure.

Part 3

No.	Requirement
301.	The system should be able to retain the original cost for all the revalued assets
302.	The system should allow upload of multiple assets into the system
303.	The system should be able to retire assets (obsolete) that have outlived their useful life and are ready to be disposed.
304.	The system should be able to deregister all assets earmarked for disposal
305.	The system should be able to generate a report of all retired obsolete assets.
306.	The system should be able to remove the obsolete assets for disposal purposes.
307.	The system should allow definition of fully depreciated asset status (in use and not in use)
308.	The system should allow classification of assets such as held for sale assets, lease assets, impaired assets among others.
309.	The system should be able to produce several reports including the following reports under fixed assets: should be exportable to the following formats: pdf, excel, csv, json, word, xml etc. a) Cost and Depreciation report (for capitalized assets and memorandum assets) b) Asset Retirement Report c) Additions report d) Revaluation Report (to include original costs, Asset number, Asset description, capitalization and revaluation dates) e) Depreciation Detailed Report (to included Asset number, Asset description, Opening accumulated depreciation, current period charge, current period transfers, reclassifications, disposals) f) Depreciation Summary Report g) Cost Detail Report (to included Asset number, Asset description, Opening balance, additions, transfers, reclassifications, disposals, revaluation, adjustments and closing balance) h) Cost Summary Report i) Asset Barcode Report with costs j) Fixed Assets report per location, category, depreciation method, period with barcode numbers k) Asset maintenance cost tracking

No.	Requirement
	l) Spare parts usage tracking
	m) Plant breakdown history
	n) Asset movement report (new allocation, transfer and withdrawal)
	o) Fully Depreciated Assets Report for both in use and not in use.
	p) Manual Journals report and many others
	q) Detailed and summary Property, Plant and Equipment Report
	r) Detailed and summary Intangible Assets Report
	s) Asset Insurance report
	t) Work in Progress assets report
	u) Periodical capitalized assets report
	v) Account statement report
	w) Cost adjustment report
	x) Asset inventory reports for both fixed assets and memorandum of fixed assets, i.e. asset category, branch, department
	y) Reports of asset not in use
	z) Report of assets held for sale
	aa) Asset disposal report
	bb) Once the assets are sold to members of staff the system should be able to generate reports of these assets for removal (once Procurement & Stores dept. disposes them we should be able to remove these assets from the asset held for sale account and not directly from Fixed Assets Account). E.g. for personalized assets such as Motor Vehicles and computers, the Procurement & Stores dept. should copy a memo to Admin detailing the assets offered to members of staff. Admin will capture in the system by filling an electronic withdraw form. Once the assets are sold to members the system should be able to generate reports of these assets for removal
310.	The system should record asset acquisitions, including purchase details such as supplier information, purchase order numbers, invoice
311.	The system should be able to save copies of documents for events such as invoice; LPO; among others and attach the same to the fixed asset
312.	The system must be able to import and export data in /from excel database.

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3.4.2 Facilities Management

No.	Requirement
313.	The system must be able to convert and import the current excel database and list of equipment under each branch.
314.	Distribution of the equipment i.e. Location
315.	Must be able to categorise equipment as being electrical, electronic or electro mechanical
316.	The data must contain the following details: • Date the equipment was bought • supplier • to show whether the supplier is a franchise holder, dealer, or general supplier • serial number of the said equipment • Price was the equipment was bought • Depreciate and show current value • Must be able to show useful life span of the equipment
317.	The system should allow to attach a Service Level Agreement for the equipment for several years
318.	To show when the Service level Agreement expiring
319.	To show maintenance schedule for the equipment
320.	To show the last time the equipment was serviced
321.	To show recommended interval for maintenance
322.	To show the cost implication to service the equipment for one year
323.	The should include functionality to create, prioritize, assign, and track work orders for various maintenance tasks, repairs, inspections, and upgrades, including automated notifications and reminders for maintenance staff and stakeholders.

3.4.3 Service Management for Assets and Facilities Management

No.	Requirement
324.	The System should have an interface with the email exchange server for recording of faults

Part 3

No.	Requirement
325.	The System to automatically generate unique case numbers for each email sent to the faults@rbm.mw with a corresponding notification to the person that logged in the fault.
326.	The System should have capabilities of giving alerts of each logged fault to the coordinator for allocation of appropriate technical personnel to the tasks
327.	The system should allow capturing of details of jobs done, spares consumed, manpower used, time spent, cost incurred etc.
328.	Fault management system must be able to the following • Must be able to describe the nature of the fault, • Must be able to capture the diagnosis of the fault, • Must be able to the describe severity level, minor, Moderate and Major, • Must be able to `describe the length it took to clear the fault.
329.	The system should be able to document intervention plan of the fault and keep history of the fault and how it was cleared
330.	Must be able to show if the Bank keeps spares for the equipment
331.	Must be able to show if the Bank has the budget (To be integrated with budgeting module)
332.	Must be able to show period to be taken to have the spare in
333.	Must be able to show if the Bank if there is a need to be stocking the spares
334.	Must be able to show critical spares for the equipment are under the jurisdiction of the division
335.	The system should have a fault notification which must include a yes or no tick box on the following: • Have you notified your immediate superior? • Has your superior notified the Manager or Director? • Have you notified the stake holders internal or external? • Have you been given a go ahead to escalate the fault to the manufacture or supplier?

Part 3

No.	Requirement
336.	The system should have a Service level agreement which must have a tick box on the following: Is the Service Level Agreement for the equipment available? Is it up to date? When is the Service level Agreement expiring? Is the procedure in line with Service Level Agreement The system should have an assessment criteria which must have tick box and dialog box on the following: • What have you done as an immediate intervention? • Do you think this fault can be resolved locally or there is a need for manufactures intervention? • What is the long-term solution? • What are your objectives in achieving your goal? • What have you done to avoid the fault from re-occurring?
337.	The system should be able to manage damages or loss of service which have must include tick box and dialog box on the following • Are there any damages? Or has the fault resulted into loss of service? • Are damages or loss of service claimable from insurance?
338.	The system should be able manage insurance component which must have tick box and dialog box on the following • Is the equipment insured? • Confirm the insured value • Insurer • Broker • Is the fault claimable?
339.	The system should be able manage asset maintenance and must include tick box and dialog box on the following • Do you have a maintenance schedule for the equipment? • What is the recommended interval for maintenance? • When was the last time the equipment was serviced? • Does the division have a budget line for this equipment? o What is the approved budget?

No.	Requirement
	o What is the account code? o How much has been used? o What is the balance to date? o Any committed costs?

3.4.4

3.4.5 Reports requirement

3.5 PROJECT ACCOUNTING AND MANAGEMENT SPECIFICATIONS

Project accounting focuses on the financial transactions related to managing a project including costs, billing and funding. The system should among other functionalities, enable end to end management of Projects financials as per below:

No.	Requirement
340.	The system should facilitate Project Management Scheduling, resource allocation, Project Management reporting and Historical Project Management data
341.	The system should be able to maintain multiple Project Master Data Files including but not limited to the following: a. Project Number, Project Name, Project Description b. Project type, Project Budget c. Sub -Project, Project Phase, Project milestone Project start and end dates for each Project deliverables, Project status; Active, Inactive, abandoned etc.
342.	The system should allow definition of project manager and project team members.
343.	The system should allow definition of roles for the project team members.
344.	The system should support multi-level Project hierarchy with ability to report on detail or roll up; inception to date actuals and remaining budget and encumbrances.
345.	The system should be able to define budget at Project, Sub-Project, Phase and Activity levels; annual and multi-year basis.

Part 3

No.	Requirement
346.	The system should be able to track actual expenditures and encumbrances against a Project budget; Purchase Order, Invoice, Transaction Entry, Time Entry, etc.
347.	The system should be able to integrate with the following modules; • Budgeting module • General Ledger module
348.	The system should support online query to display current status of Project; such as percent complete, percent remaining and remaining amounts.
349.	The system should allow project closure formalities.

3.3.3   Reports Requirement

No.	Requirement
350.	The system should be to produce project status reports with user defined parameters such as dates, completion stage (%)

Part 3

3.6 HUMAN RESOURCES MANAGEMENT SPECIFICATIONS

3.6.1 Organisational Structure

Organisational structure refers to the framework or hierarchy that defines how an organisation is organized, including the arrangement of roles, responsibilities, and relationships between individuals and units. It outlines the chain of command, communication channels, and the distribution of authority and decision-making throughout the organization. It provides a blueprint for how work is divided and coordinated to achieve the organization's goals and objectives.

No.	Requirement
351.	The system should be able to create organizational charts based on the reporting relationships defined for each employee
352.	The system should allow definition of the Bank's hierarchical structure, including branches, functional areas, departments, divisions, cost centers, and sections
353.	The system should allow definition of jobs, including job groups, titles, grades, and other parameters as defined by the users
354.	The system should allow automatic amendment of number of incumbents on a job
355.	The system should facilitate adding, modifying, and transferring employees within or across departments and cost centers, enforcing data validation rules to prevent invalid structures. Examples of validation rules: Managers cannot report to subordinates, and circular reporting structures are not allowed
356.	The system should allow mapping every job title to its subordinates and superiors
357.	The system should be able to export data to an organizational charting application
358.	The system should be able to provide an online organizational chart
359.	The system should be able to allow maintenance of the organizational units without technical support (i.e. cost centers)
360.	The system should be able to add/change organizational entities and easily transfer employees within and/or across entities or cost centers when prompted
361.	The system should be able to store an unlimited history of changes recorded to the position record

Part 3

No.	Requirement
362.	The system should be able to place new members of staff on the organizational structures, including staff movements (transfers and promotions)

3.6.2 Recruitment and selection

Recruitment and selection relates to Human Resources processes involves attracting, identifying, and hiring the right candidates to fill job vacancies within an organization. These processes aim to find the most qualified and suitable individuals while ensuring fairness, compliance with laws, and alignment with the organization's needs and values.

No.	Requirement
363.	The system should be able to allow the complete flow of recruitment cycle from requisitioning, offer and acceptance/non-acceptance of employment
364.	The system should allow creation of job advertisements
365.	The system should be able offer integration with social media platforms for broader ad reach
366.	The system should be able to allow candidates to create and complete online employment profiles
367.	The system should be able to allow candidates to upload various application documents (e.g. resume, cover letter, certificates).
368.	The system should be able to parse data from uploaded resumes and populate relevant application fields.
369.	The system should be able to allow applicants to update previously submitted applications for future openings.
370.	The system should enable automatic email notifications to candidates regarding application submission, shortlisting, etc.
371.	The system should automatically reject applications for closed job openings.
372.	The system should be able to allow shortlisting candidates for interviews based on defined criteria.
373.	The system should be able to facilitate creation of interview schedules with applicant profiles.

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No.	Requirement
374.	The system should enable sending interview invitations to candidates.
375.	The system should allow definition of interview panelists
376.	The system should allow sending notifications to interview panel members.
377.	The system should allow for the creation of interview assessment forms.
378.	The system should be able to calculate interview scores based on the system user defined criteria.
379.	The system should allow generating letters for police vetting, reference checks, and medical examinations.
380.	The system should be able to facilitate notification of candidates regarding interview results whether successful or not.
381.	The system should enable notifying departmental heads about new hires with reporting and orientation details.
382.	The system should be able to create offer of employment letters based on the predefined format and content
383.	The system should have the ability to blacklist applicants previously terminated or dismissed, preventing future applications.
384.	The system should be mobile-friendly for easy access on various devices by allowing the layout automatically adjusts to fit the screen size of any device (desktop, tablet, mobile phone) and also all the content, including text, images, and forms, should be easily readable and accessible on mobile devices.
385.	The system should offer a dedicated mobile application for job application submission which should allow users to: a) **Create a profile:** Streamline profile creation with social media login options or pre-filled fields based on resumes uploaded from cloud storage. b) **Browse open positions:** Offer easy-to-use search and filter functions to find relevant job openings. c) **Submit applications directly:** The application process should be intuitive and allow for: i. Uploading resumes and cover letters directly from the phone. ii. Saving partially completed applications for later submission.

3.6.3 Onboarding, Assessment and Termination

Onboarding is the process of integrating new employees into an organization by providing orientation and training, and assessment which involves evaluating new employee's performance, skills, and development to ensure they meet expectations and have growth opportunities. Termination encompasses the end of the employee's relationship with the Bank, including exit interviews and transitioning out of the Bank, whether voluntarily or involuntarily.

No.	Requirement
386.	The system should allow tracking onboarding process on new members of staff from micro-induction to assessment and confirmation
387.	The system should be able to automatically send notifications to relevant departments (e.g., Legal Affairs, Administrative Services and Mzuzu Branch) upon receiving confirmation of a new hire's reporting date for Macro induction of new members of staff.
388.	The system should be able to send automated notifications to departments like ICT, Security, and recruiting department upon receiving a new hire's reporting date to facilitate necessary preparations.
389.	The system should allow configuration of assessment periods based on defined parameters such as first assessment (at the end of one month), second assessment (at the end of three months) and final assessment (at the end of six months).
390.	The system should be able to facilitate generation of assessment forms based on the configured periods.
391.	The system should have a defined workflow for employee assessment, including final submissions to HR for confirmation decisions.
392.	The system should be able to send automated notifications to HR and relevant departments after each assessment period.
393.	The system should be able to determine probationary status (confirmed, extended, terminated) based on assessment results.
394.	The system should allow transitioning employees from probationary to permanent status upon confirmation.

Part 3

No.	Requirement
395.	The system should be able to determine employee eligibility for benefits (training, leave, loans) based on defined rules and confirmation status.
396.	The system should be able to track employee exits by nature of exit (terminations, retirement, death, end of contract, resignation), date, position, grade and department.
397.	The system should automatically cancel specified employee benefits upon exit based on pre-defined dates.

3.6.4 Employee Management

Employee management encompasses the various activities and processes involved in overseeing and optimizing an organization's workforce.

No.	Requirement
398.	The system should be able to capture a wide range of employee information, including biodata, employment details (code no., start date, position and grade, department, functional area, qualifications, expected mandatory retirement date, etc.), and national ID number.
399.	The system should allow capturing basic employee background information such as traditional authority (T/A), village, tribe, and district), next of kin and marital status.
400.	The system should be able to maintain accurate and up-to-date data for all job-related details (grade, employment status, salary, etc.).
401.	The system should support various employee statuses, such as probationary, permanent, seconded, intern, temporary and contract.
402.	The system should be able to allow users to upload various supporting documents (certificates, references, etc.) to individual employee profiles in different formats (Word, Excel, PDF, JPEG).
403.	The system should be able to maintain a complete history of all changes made to employee data fields, offering a life-cycle view of each employee's record.
404.	The system should allow recording and tracking employee warnings and disciplinary actions, including documented notes and suspension letters.
405.	The system should automatically send exit interview questionnaires or emails to employees exiting through retirement or resignation.

Part 3

No.	Requirement
406.	The system should trigger automated notifications to HR three months before and upon expiry of pre-defined disciplinary action periods.
407.	The system should securely store and manage exit interview information for future reference.
408.	The system should provide the ability to track the termination process and completion of each step for exiting employees.

3.6.5 Staff Time and Attendance Management

Staff time and attendance management is the process of monitoring and recording the hours worked by employees, as well as their attendance at work. This includes tracking work hours, overtime, leave, and other attendance-related data to ensure accurate and efficient workforce management while facilitating payroll processing and compliance with labour laws and regulations.

No.	Requirement
409.	The system should be able to define working hours including lunch break.
410.	The system should track employee work hours, including regular hours, overtime hours, and any absences during the workday, integrating seamlessly with a biometric system for clocking in and out
411.	The system should be able to automatically calculate the total hours worked by employees based on their recorded attendance data.
412.	The system should be able to generate reports summarizing the number of days and frequency of late arrivals to work for individual employees.
413.	The system should be able to offer an electronic permission to leave office form for employees to submit leave requests.
414.	The system should allow approvals of permission to leave office requests based on predefined workflow approval hierarchy

3.6.6 Payroll Management

Payroll management involves the accurate calculation and distribution of employee compensation, including salaries, taxes, and deductions. It also encompasses compliance with labour laws and regulations, as well as record-keeping and reporting to ensure smooth financial management of an organization's workforce.

No.	Requirement
415.	The system should allow defining a salary structure for the Bank.
416.	The system should allow capturing individual employee salaries.
417.	The system should facilitate defining various salary structures for different employee grades.
418.	The system should allow definition and management of various employee benefits offered by the Bank according to grades.
419.	The system should enable assigning appropriate salary structures to individual employees based on their grades.
420.	The system should be able to accommodate monthly salaries as determined periodically.
421.	The system should allow assigning individual salaries for exceptional cases outside the salary structure.
422.	The system should facilitate salary adjustments for individual employees due to promotions or other changes.
423.	The system should allow definition of various earning types (e.g., base salary, allowances) and deduction types (statutory, ad-hoc) for comprehensive payroll processing.
424.	The system should support processing regular payroll for salaried and hourly employees, or a combination of both.
425.	The system should be able to provide benefits data applicable to grade/level i.e. telephone/airtime allowances, motor vehicle allowances, fuel/transport allowances, gardening tool allowances, etc.
426.	The system should allow linking benefits to employee grades/levels (e.g., phone allowances, transportation allowances).

Part 3

No.	Requirement
427.	The system should be able to support electronic job and salary change requests with user-defined approval workflows.
428.	The system should allow authorised users to maintain salary structures with predefined approval processes.
429.	The system should be able to calculate prorated earnings for each employee, including all earnings and deductions, for any pay period.
430.	The system should be able to accurately track employee compensation based on cost centers, even for employees who change positions during a pay period.
431.	The system should be able to assign salaries to employees based on their jobs, job groups, grades, and effective dates, with prorated calculations for start/end dates within a pay period.
432.	The system should allow defining start and end dates for applicability of benefits and deductions.
433.	The system should be able to create and maintain a complete salary history for each employee.
434.	The system should be able to support both individual salary changes and adjustments based on defined salary structures.
435.	The system should be able to offer a workflow for processing salary changes with appropriate approvals. Approved changes should be automatically implemented on the effective date.
436.	The system should be able to validate minimum and maximum salary limits based on employee grades during salary changes, providing warning messages for violations.
437.	The system should be able to manage statutory and other deductions from payroll, including taxes, pensions, loans, RESMAID contributions, benevolent funds and others as maybe determined by policies from time to time.
438.	The system should ensure proper coding of all earnings, benefits, deductions, and tax withholdings for accurate posting to the general ledger and other relevant accounts.
439.	The system should be able to process staff salaries, Staff Loans and any other Payroll related transactions

Part 3

No.	Requirement
440.	The system should allow management and maintenance of pay points for staff.
441.	The system should allow management of tax rules, pension rules and Provident Fund rules, Banks, Cost Centres, Payment Types, Global Configurations
442.	The system should allow definitions of earnings and deductions.
443.	The system should allow management of benefits i.e. payroll dates, mock payroll, earnings/deduction definitions, earnings and deduction profile, employee pay points, overtime definition and profile, Provident Fund contribution
444.	The system should allow management of loans i.e. creation of loan codes, loan type groups, associated deductions (mortgage insurance), employee loan profile, loan repayments, loan restructuring, interest codes and interest rates
445.	The system should support contractual savings i.e. applications, termination, employee savings profile, savings types.
446.	The system should allow ex-staff management (create individual accounts, member loans and benefits, loan types, benefit types, deduction types, member savings, repayments, interface with core banking system.
447.	The system should allow collateral management (shares, provident fund, charge, contractual savings)
448.	The system should support approval workflows with a minimum of 4 eyes principle
449.	The system should provision a staff loans application portal, repayment simulations, loan applications, entitlements, employee collaterals
450.	The system should support portal administration (loan applications, registration fee definitions, property valuers)
451.	The system should support reports on benefits management, contractual savings, loan management, mock payroll, employee management
452.	The system should interface with other systems for different transactions e.g. leave management system, RESMAID system, Flexcube, SWIFT, ATS etc.
453.	The system should support data upload (loans, earnings, deductions, pay points and overtime)

3.6.7 Staff Training and Development

Staff training and development is the process of enhancing the knowledge, skills, and abilities of employees to improve their performance, boost productivity, and help them achieve their career goals within an organization. It involves various activities, including identifying training needs, designing training programs, delivering training sessions, and evaluating the effectiveness of the training

No.	Requirement
454.	The system should allow defining various training types offered by the Bank (e.g., short-term, long-term, inhouse, leadership development, self-initiated and professional studies).
455.	The system should allow definition of selection criteria for long term training applicants
456.	The system should be able to calculate scores for long term training applicants based on the predefined criteria
457.	The system should be able to rank applicants based on based on the defined metrics such as total scores for each applicant
458.	The system should be able to maintain individual, departmental, functional area, and bank-wide staff training profiles.
459.	The system should support the maintenance of different education types and related certificates (professional and academic qualifications).
460.	The system should be able to leverage job descriptions, skills gaps identified through performance reviews, and employee profiles to automatically suggest training needs for each employee.
461.	The system should be able to track all training and development activities undertaken by individual employees, providing a comprehensive record of their capacity-building efforts.
462.	The system should be able to allow employees to view and update their profiles including uploading newly acquired qualifications, marital status, training reports
463.	The system should allow HR users to verify and approve the changes made by the employees on their profiles.
464.	The system should be able to allow users to create personalized career development plans based on their skills, training needs, and educational goals.

Part 3

No.	Requirement
465.	The system should be able to allow capturing comprehensive employee education details, including schools attended, attendance dates, awards received, and courses of study.
466.	The system should be able to track the progress of employee education pursuits, encompassing academic degrees, professional certifications, and licenses.
467.	The system should be able to integrate with accounting systems to monitor implementation of training budgets allocated to departments and functional areas.
468.	The system should be able to filter between active and exited employees within the training module.
469.	The system should be able to utilize employee codes for searching and record accuracy, considering potential name changes during employment.

3.6.8 Staff Movement

Staff movement, including promotions, transfers, and deployment, involves reassigning employees within an organization to meet its operational and strategic requirements. It aims to recognize and develop talent, address staffing needs, strategically place employees in roles that align with the organization's goals, and optimize human resources.

No.	Requirement
470.	The system should be able to generate departmental staff profiles, providing an overview of employees within each department, including: a) Employee name, title, grade, date of entry and date of birth. b) Employee Generation (e.g. generation X, Y, Z, Millennials) c) Current and past performance scores
471.	The system should be able to generate reports on the number of years each employee has spent in their current grade.
472.	The system should be able to automatically create salary schedule reports for promoted staff, including old salary, new salary, salary difference, and the ability to send this information to the accounting department for payroll processing.
473.	The system should be able to send promotion letters or emails to notify staff members of their promotions.

No.	Requirement
474.	The system should be able to generate job progression reports that track the career paths of individual employees within the Bank, including: a) Past positions held. b) Promotions and transfers received. c) Training and development opportunities completed.
475.	The system should allow authorised users (e.g., HR users) to initiate transfer/rotation requests for employees by specifying the new department, position & effective date.
476.	The system should allow implementing a workflow for transfer and/or rotation approvals, allowing HR users to review and approve or deny transfer requests
477.	Upon transfer/rotation approval, the system should automatically update employee profiles, departmental staff lists, and other relevant records (e.g., reporting lines).

3.6.9 Succession and Talent Management

Succession management focuses on identifying and preparing individuals to fill key leadership roles or positions within the Bank in the event of transitions or vacancies. Talent management encompasses a broader strategy that includes attracting, developing, and retaining high-potential employees to support the Bank's long-term success and growth.

No.	Requirement
478.	The system should be able to allow defining the Bank's succession matrix for each key position, outlining the required skills and competencies.
479.	The system should be able to facilitate maintaining and updating the succession planning matrix over time.
480.	The system should be able to utilize employee skill and competency data to automatically assign scores and rank potential successors for key positions based on predefined criteria within the matrix.
481.	The system should be able to identify key positions within the Bank and highlight employees who possess the qualifications to fill those positions.
482.	The system should be able to facilitate creation and management of personalized training and development plans for potential successors identified in the succession matrix.

Part 3

No.	Requirement
483.	The system should be able to generate comprehensive reports on various aspects of succession planning and talent management activities, including employee skills assessments, succession plans, and talent pool composition.
484.	The system should allow the users to capture departmental training needs
485.	The system should allow HR users to verify and approve the captured departmental training needs.
486.	The system should be able to track employee career development paths, identifying opportunities for advancement and skill development based on individual profiles and organizational needs.
487.	The system should be able to offer self-service tools for employees to manage their career development, allowing them to view and update their skills assessments, individual succession plans, and personalized development plans.
488.	The system should allow employees to view their skills assessments and provide feedback
489.	The system should be able to grant employees access to their individual succession plans, focusing on their potential roles and development goals.
490.	The system should allow employees to manage their development plans by allowing them to: a) Track progress towards goals. b) Set personal development goals aligned with their career aspirations. c) Request specific training opportunities.

Part 3

3.6.10 Leave Management

Leave management is the process of tracking and administering employee leaves of absence from work. It includes managing various types of leave, such as annual leave, compassionate leave, sick leave, maternity leave, paternity leave, and other forms of authorized time off. Leave management involves recording, tracking, approving, and scheduling employee leaves.

No.	Requirement
491.	The system should be able to allow definition of various leave types offered by the Bank (e.g., annual leave, compassionate leave, sick leave, maternity leave, paternity leave, etc.) and leave days entitlements
492.	The system should be able to manage leave entitlements for each employee grade, specifying the number of days allotted for each leave type.
493.	The system should be able to allow employees to submit leave applications electronically for various leave types i.e. Annual, Compassionate, Sick, Maternity, Paternity, Special Leave of Absence etc.
494.	The system should have a work flow to approve leave applications.
495.	The system should be able to forfeit unutilized leave days based on defined rules.
496.	The system should allow for proration of leave days depending on number of months served in a year based on defined leave entitlements.
497.	The system should be able to allow definition of specific rules for each leave type, including annual leave, compassionate leave, sick leave, maternity leave, paternity leave, educational leave, special leave of absence, and unpaid leave.
498.	The system should be able to automatically update employee leave balances upon leave application submission, supervisor recommendation, and final approval.
499.	The system should be able to trigger leave pay calculations and initiate payments based on pre-defined leave grant rules.

Part 3

3.6.11 Employee Engagement

Employee engagement is a measure (through online surveys) of an employee's emotional and psychological commitment to their work and organization. Engaged employees are enthusiastic, motivated, and invested in their roles, which can lead to increased productivity, job satisfaction, and a positive impact on an organization's overall performance and culture.

No.	Requirement
500.	The system should allow users (HR or designated personnel) to create and conduct various HR surveys to assess employee engagement levels.
501.	The system should offer functionalities to manage survey distribution, data collection, and response analysis.
502.	The system should allow exporting survey data and results in various formats (e.g., CSV, Excel) for further analysis using external tools.
503.	The system should offer the option to integrate survey data with other HR systems for a more holistic view of employee engagement factors.
504.	The system should be able to generate comprehensive HR survey reports, including response breakdowns, trends, and key metrics.
505.	The system should be able to allow definition of specific employee parameters such as gender, grade, age, generations (millennials, X,Y,Z) , department, marital status, years of service in order to assess various aspects of engagement and satisfaction.
506.	The system should be able to maintain historical survey data and results, enabling analysis of employee engagement trends over time.
507.	The system should be able to leverage survey data and trend analysis to suggest potential areas for improvement and recommend targeted interventions to enhance employee engagement.
508.	The system should be able to facilitate data mashup and advanced analytics capabilities to support evidence-based decision-making regarding HR policies, employee well-being initiatives, and overall organizational culture.

3.6.12 Service Level Agreement

This document outlines the functional requirements for a system that automates and streamlines the creation, management, and execution of service level agreements (SLAs) within the Bank.

No.	Requirement
509.	The system should be able to automate the generation of basic Service Level Agreement templates to expedite the SLA creation process.
510.	The system should be able to allow different departments or teams to collaboratively build and upload all components of their SLAs after completing relevant sections.
511.	The system should be able to offer a pre-checking process to identify any errors or omissions in the SLA before final submission or upload.
512.	The system should be able to enable designated personnel from relevant departments to electronically sign the SLA document, signifying their agreement to the outlined service expectations and levels.
513.	The system should be able to facilitate the exchange of service details and agreed-upon service levels between two departments: the service provider and the recipient department.
514.	The system should provide a functionality for the receiving department to record justifications for the scores assigned to the service provider's performance against the agreed-upon SLA metrics.

3.6.13 Performance Management

Performance management is a comprehensive process through which the performance of employees is managed against set objectives, standards, and targets. The Bank uses the Balanced Scorecards in assessing the performance of its employees however the Bank is open to improvement of the performance assessment tool which is currently in use. The performance management system is used to identify performance gaps thereby providing a basis for staff training, it also provides the basis for rewarding staff performance, and it also provides an equitable basis for staff progression

Part 3

No.	Requirement
515.	The system should enable automated generation of scorecards based on job roles or departments, aligning with the predefined performance assessment tool such as the balanced scorecard.
516.	The system should allow interfacing with departmental and organisational strategy systems to ensure performance scorecards are aligned with strategic goals.
517.	The system should enable automated generation of scorecards based on job roles or departments, aligning with the Bank's balanced scorecard approach.
518.	The system should be able to automate the generation of annual performance contracts for employee based on pre-defined templates and individual job roles.
519.	The system should be able to facilitate independent self-assessment by both appraisee and appraisers based on the agreed-upon performance contract.
520.	The system should be able to ensure confidentiality of self-assessment scores until both parties have completed their independent evaluations.
521.	The system should enable appraisers to provide final performance ratings and comments within the system.
522.	The system should require the employee endorsement and agreement on the final performance ratings before submission.
523.	The system should validate the completeness of both the scorecard and performance contract processes before submission to HR by departmental heads.
524.	The system should allow users to define the appraisal period for performance reviews (e.g., annually, biannually, quarterly).
525.	The system should facilitate defining and managing specific performance measures for different job roles or departments.
526.	The system should allow definition of performance assessment criteria such as 360 degrees.
527.	The system should enable appraisers to provide feedback and comments for employees within the performance appraisal module.
528.	The system should be able to detect and report any outstanding or incomplete performance contracts requiring employee or appraiser's attention.
529.	The system should be able to generate reminders (notifications) or prompts to encourage regular performance assessments and feedback discussions.

Part 3

No.	Requirement
530.	The system should be able to maintain a comprehensive record of employee performance feedback, ratings history, and agreed-upon action points from past appraisals.
531.	The system should be able to integrate with training and development applications to consolidate learning and development needs based on performance gaps identified during appraisals.
532.	The system should allow employees to submit periodic self-reported performance scores
533.	The system should be able to provide automated reminders to employees and appraisers regarding deadlines for contract creation and performance appraisal completion.
534.	The system should allow data export in various formats such as Excel for further analysis.
535.	The system should be able to provide features to consistently and accurately track employee performance over time.
536.	The system should be able to integrate with payroll systems to calculate performance-based rewards (merit pay) based on the defined rules
537.	The system should be able to facilitate the automatic transfer of calculated performance-based rewards (merit pay) to the payroll system for further processing of payments.
538.	The system should be able to track performance appraisals completed and submitted on time by supervisor, department, and/or location. This functionality should include the ability to: a) Generate reports on completion rates for performance appraisals. b) Identify overdue or outstanding appraisals requiring attention. c) Set deadlines and send reminders (notification) for timely completion. d) Filter and analyse completion data by supervisor, department, location, or other relevant criteria.
539.	The system should have a workflow for 360 degrees assessment criteria

Part 3

3.6.14 Occupational Health and Safety

Occupational Health and Safety (OHS) is a multidisciplinary field dedicated to ensuring the well-being, health, and safety of employees in their work environments. It involves the development and implementation of policies, procedures, and practices to prevent workplace accidents, injuries, and illnesses, and to promote a safe and healthy work culture.

No.	Requirement
540.	The system should allow users (authorized personnel) to create, maintain, and update OHS policies and associated safety checklists.
541.	The system should be able to maintain a list of designated high-risk areas within the Bank.
542.	The system should be able to define and record key safety checks that must be performed routinely in each high-risk area.
543.	The system should allow for updates or integration with the existing risk management system to maintain a comprehensive profile of workplace hazards and risks within the Bank.
544.	The system should be able to maintain records of routine inspections conducted in high-risk areas and corrective actions including findings, implementation of recommendations.
545.	The system should be able to maintain records of comprehensive, Bank-wide safety inspections.
546.	The system should facilitate quarterly updates to the Bank's overall risk profile based on ongoing OHS assessments and incident data.
547.	The system should enable employees to report work-related hazards, incidents, injuries and near misses.
548.	The system should allow tracking investigations of significant hazards, injuries, incidents, and near misses.
549.	The system should be able to maintain a comprehensive record of all reported hazards, incidents, including their details, investigation outcomes, and corrective actions.
550.	The system should allow definition of the standardized incident reporting form
551.	The system should allow uploading and updating standardized incident forms.
552.	The system should be able to generate and maintain a bank-wide health database for staff members including: a) Basic health information

No.	Requirement
	b) Pre-existing medical conditions (with employee consent) c) Immunization records d) Health screening results
553.	The system should be able to capture clinic data and generate analytics reports such as: a) Number of treated staff at the clinic per defined periods (monthly, quarterly, etc.). b) Most commonly treated ailments c) Fast-moving drugs.
554.	The system, should be able to anonymising clinic/health data in reports to protect employee privacy while identifying trends.
555.	The system should be able to generate and maintain records of local referral cases from the Bank's clinics.
556.	The system should be able to generate, maintain, and update a list of First Aiders in the Bank, including mental health first aiders and also track certifications and expiry dates for first aid training.
557.	The system should be able to capture RBM sports complex daily patronage data.
558.	The system should be able to allow capturing of outstanding bills such as Clubhouse bills, Car hiring bills etc. and notify the respective members
559.	The system should be able to generate RBM sports complex monthly, quarterly, and annual patronage reports

3.6.15 Bereavement Management

Bereavement management, also known as grief support or bereavement support, is the process of providing assistance and resources to individuals who have experienced the loss of a loved one. This support typically helps individuals to cope with their grief and navigate the various challenges and emotions associated with the loss.

No.	Requirement
560.	The system should allow defining various bereavement entitlements for eligible members based on factors like staff category or relationship to the deceased.
561.	The system should enable generation and updating bereavement entitlements for eligible members based on changes in policy or eligibility criteria.
562.	The system should allow HR users to record the staff members that have submitted their nomination forms and wills and include submission date.
563.	The system should be able to send automated reminders to staff members for periodic renewal or initial submission of nomination forms and wills.
564.	The system should be able to calculate the overall submission status (i.e. Percentage)

3.6.16 Employee Self Service

Employee Self-Service (ESS) is a technology-enabled system or portal that allows employees to access and manage their personal HR-related information and perform various tasks independently, without the need for direct HR intervention

No	Requirement
565.	The system should allow employees to view and update their personal information, including name, address, contact details, and marital status, within pre-defined parameters.
566.	The system should allow HR users to verify and approve the information captured by employees
567.	The system should allow definition of various forms based on the defined rules
568.	The system should be able to provide employees with access to view their pay slips and other relevant payroll information.

Part 3

No	Requirement
569.	The system should allow employees to view their benefit schedule and entitlements.
570.	The system should enable employees to submit claims for applicable benefits, such as refunds (e.g. education expenses, medical expenses, fuel expenses) following established procedures.
571.	The system should allow employees to view their defined performance scores and access past performance scores
572.	The system should be able to offer functionalities for employees to provide feedback on their performance scores
573.	The system should be able to provide employees with an overview of their training needs and opportunities.
574.	The system should able to integrate with training system to enable employees register for available training courses that are aligned with their development needs.
575.	The system should be able to integrate with training system to enable employees to track their training progress.
576.	The system should be able to provide a secure channel for employees to submit feedback, suggestions, and inquiries regarding HR policies, procedures, and their overall HR experiences.
577.	The system should offer a central repository for HR resources, such as the HR policy and procedures handbook, benefits schedules, and training materials, for easy employee access.
578.	The system should provide employees with the ability to view information such attendance records, disciplinary action status
579.	The system should be able to allow users to apply for CAAS membership.
580.	The system should integrate with the RESMAID administration system to allow employees to apply for RESMAID membership for themselves and their dependents.

Part 3

3.6.17 Staff Exits

The process typically involves various tasks such as conducting exit interviews, finalizing benefits, returning Bank's property, keeping track records of the exiting staff, and ensuring a smooth transition for the exiting employee

No	Requirement
581.	The system should be able to maintain archived profiles for former staff members, containing basic information like name, department, and employment dates.
582.	The system should be able to store historical data on salary progression for exited staff, considering data protection regulations.
583.	The system should be able to maintain a record of leave entitlements and days taken by exiting staff members during their employment period.
584.	The system should be able to track job titles and position changes for exited staff members.
585.	The system should be able to archive past performance appraisal records for exited staff members, considering data protection regulations.
586.	The system should be able to maintain a record of benefits received by former staff members throughout their employment.
587.	The system should be able to track any outstanding financial obligations (e.g., equipment returns, loans, RESMAID shortfall, outstanding bills) from exited staff members.
588.	The system should be able to provide leave entitlement and leave days accessed before exiting the Bank
589.	The system should be able to allow capturing of retirement benefits

3.6.18   Reports requirement

No	Requirement
590.	The system should be able to generate reports on employee turnover rates categorized by: a) Position b) Gender c) Department d) Location e) Time in position

Part 3

No	Requirement
591.	The system should empower HR users to create customized reports on various HR metrics for insightful analysis.
592.	The system should be able to generate individual employee reports on work hours, attendance, and leave details for a specified period.
593.	The system should be able to generate customizable attendance reports based on user-defined criteria to meet the Bank's specific needs.
594.	The system should be able to generate reports on training expenses incurred per employee.
595.	The system should be able to integrate with employee engagement survey tools to generate reports on employee satisfaction and well-being.
596.	The system should be able to generate reports summarizing monthly payroll details for all employees (thus salaries and salary arrears or recovery).
597.	The system should be able to generate reports on various allowances paid to employees, including: a) Transport allowances b) Motor vehicle allowances c) Management allowances
598.	Upon employee exit, the system should be able to generate a final salary report summarizing the last applicable salary
599.	The system should be able to generate reports on employee attendance, allowing analysis by department or Bank-wide.
600.	The system should be able to generate reports on training participation, including details on: a) Individual employees b) Departments c) Bank-wide training trends
601.	The system should be able to track and report on refund information for employee education expenses.
602.	The system should be able to generate reports providing details on staff changes within a specified period, including: a) Appointments b) Promotions c) Transfers

Part 3

No	Requirement
603.	The system should be able to generate reports on leave taken by employees, including: a) Entitlement details b) Days utilized c) Remaining leave balances
604.	The system should be able to generate individual leave utilization reports for employees, departmental reports, and bank-wide reports for various periods such as monthly, quarterly, semiannually and annually.
605.	The system should be able to generate and filter leave grant reports based on user-defined criteria.
606.	The system should provide a comprehensive HR metrics dashboard displaying key performance indicators (KPIs) across various HR domains, including: a) General HR management b) Resourcing and engagement c) Rewards and benefits d) Learning and development e) Performance management f) Succession planning
607.	The system should provide Standard Training metric and reporting features for the following data: a. Staff trained including by position, department, location, time-in-position, etc. b. Ability to create ad-hoc reports quickly and easily
608.	The system should offer a dashboard summarizing workforce demographics, including: a) Headcount b) Average employee age c) Gender diversity ratio d) Employee distribution by marital status e) Employee count by department and functional area
609.	The system should be able to generate reports on performance metrics, including average scores and other relevant statistical data.
610.	The system should be able to offer functionalities for creating dashboards, graphs, and other visual representations of performance data.

Part 3

No	Requirement
611.	The system should be able to generate monthly statements for individual members summarizing medical bill details and RESMAID coverage.
612.	The system should be able to generate reports on scheme members based on the defined parameters such as membership type, age, scheme type, benefits type, job grades, departments, medical condition etc.
613.	The system should be able to generate reports on scheme expenses for a defined period.
614.	The system should be able generate reports summarizing end-of-month treatment payments made to healthcare providers.

615.	The stem should be able to generate reports providing detailed information on member treatment, including:
	
	    a) Member name
	    b) Diagnosis
	    c) Treatment details
	    d) Cost breakdown

616.	The system should be able to generate reports identifying members with RESMAID shortfalls (contributions not sufficient to cover medical bills).
617.	The system should be able to generate reports analyzing RESMAID contribution trends across different membership categories (e.g., basic, extended, comprehensive).

618.	The system should be able to generate reports on member healthcare utilization, including:
	
	    a) Number of visits to healthcare facilities categorized by member and facility
	    b) Expenditure incurred per facility

619.	The system should be able to produce statements of profits or loss accounts.
620.	The system should be able to generate reports listing RESMAID members based on the defined parameters such as pensioners, serving staff, dependents, active members, inactive members etc.
621.	The system should be able to maintain and provide reports on all foreign and local medical referrals for a specified period, categorized by: a) Gender b) Range of amount spent c) Medical condition Membership category (e.g., Basic, Extended, Comprehensive)

Part 3

No	Requirement
622.	The system should be able to generate reports for each member that include treatment details such as: a) Name of hospital b) Invoice number and amount Annual global limit utilization and shortfalls
623.	The system should be able to produce comprehensive monthly financial reports with supporting schedules for the RESMAID program, including: a) Financial statements (Statement of profit or loss, Statement of financial position, Statement of cash flow and statement of changes in equity) b) Trial balance c) Investment performance reports d) Levy and contribution analysis Reconciliation reports for Bank and members monthly contributions, service levies, shortfalls etc.
624.	The system should be able to generate reports according to membership status: a. Active b. Deceased c. Off age
625.	The system should be able to generate a report of nomination forms and wills with submission status.
626.	The system should be able to generate and update comprehensive bereavement lists for deceased staff members, spouses, children, parents, and pensioners, ex-executive management, serving and ex-board members, intern and temporary staff members
627.	The system should be able to generate analytical reports on bereavement cost distribution categorized by member category and relevant expense accounts (e.g., fuel, food).
628.	The system should be able to generate report on all members who will be off age in a given period
629.	The system should be able to generate report on all members who were referred to the Bank doctors
630.	The system should be able to generate reports on exceptional expenses
631.	The system should be able to provide individual employee incident details including:

No	Requirement
	a. Accident, injury, or exposure itself. b. Date and time of accident or injury. c. Date and time of initial and follow up visits to the doctor or other required appointments. d. Days away from work. e. Modified/light duty offer and letter. f. Days of restricted work/light duty. g. Complete incident description. h. Ability to add notes. i. Case Number
632.	The system should be able to provide standard reports that are available including: a. Incident information. b. Historical information. c. OSHA reports.
633.	The system should be able to produce report on Banks bereavement assistance
634.	The system should be able to produce incident report on a. Date and time of incident b. Brief description of the incident c. Causes – description of one's opinion on the cause d. Consequences/Impact e. Injury f. Illness g. Death
635.	The system should be able to produce report on medical examination data for members of staff that work in high health risk areas displaying examined categories
636.	The system should be able to produce report on the Environmental Monitoring Data such as: a. Illuminance assessment data (showing working areas of high illuminance and low illuminance levels based on captured data and available illuminance standards b. Noise surveillance data – Displaying working areas/equipment emitting high noise levels

Part 3

No	Requirement
	c. Temperature monitoring data – showing Bank-wide temperature ranges
637.	The system should be able to generate reports of performance ratings for various employee groups (i.e. by job, manager, supervisor, department, and location) per year.
638.	The system should be able to produce reports on pending retirements and define retirement benefits for the eligible member
639.	The system should be able to produce list of retiring members of staff per year
640.	The system should be able to produce list of members of staff eligible for long service award (20 years of service)

Part 3

3.7 MEDICAL SCHEME ACCOUNTING AND MANAGEMENT SPECIFICATION

The Bank operates in-house medical schemes which oversees the management and operation of the healthcare benefits and insurance programs offered to its members of staff both active and retired. This includes tasks like registering employees in health plans, processing claims and levies, ensuring compliance with regulations, providing support to employees regarding their health coverage and management of the scheme's excess liquidity.

No.	Requirement
641.	The system should allow definition of more than one medical schemes as defined by the users such as and not limited to RESMAID, CAAS etc.
642.	The system should allow definition of various RESMAID categories (e.g., Basic, Extended, Comprehensive) with distinct global limits.
643.	The system should allow definition of principal members, pensioners and dependents
644.	The system should be able to facilitate defining a dedicated chart of accounts for RESMAID financial management.
645.	The system should be able to define contribution rates for both the Bank and members based on chosen RESMAID categories.
646.	The system should be able to offer functionalities to record, track, and manage member queries and disputes regarding their RESMAID bills.
647.	The system should be able to upload RESMAID bills.
648.	The system should allow adding members and their beneficiaries according to pre-defined eligibility rules within each category.
649.	The system should be able to define a list of authorized general practitioners and healthcare facilities within the RESMAID network into different categories such as walk in /referral, foreign/local.
650.	The system should be able to define all approved RESMAID investment houses for managing scheme funds.
651.	The system should be able to allow updating (add/disable/edit) the list of approved RESMAID beneficiaries for each member

Part 3

No.	Requirement
652.	The system should enable members to request changes to their membership status or category, subject to RESMAID Officers approval as per defined RESMAID rules and regulations
653.	The system should be able to define and maintain a list of approved Chronic and Acute Ailments
654.	The system should have a workflow to review and approve the medical schemes such as CAAS and RESMAID membership applications with a minimum of four eyes principle.
655.	The system should be able to maintain a register of active and inactive scheme members.
656.	The system should allow liquidation of expenses (advances) incurred by a member for both local and foreign expenses
657.	The system should allow capturing of medical bills both local and foreign based on predefined parameters such as date, nature of illness, treatment type etc.
658.	The system should allow maintenance of suppliers including members both local and foreign.
659.	The system should enable capturing of supplier name in compliance with SWIFT standards e.g. Supplier names with more than 35 characters should be handled on multiple lines.
660.	The system should be able to generate accounting entries emanating from payments to various suppliers such as travel agents, medical facilities, master card etc.
661.	The system should be able to post payment instruction to Core Banking system for both local and foreign payments including transaction source reference for reconciliation purposes.
662.	The system should be able to generate purchase orders from the procurement process.
663.	The system should be able to allocate the bills to the relevant schemes based on predefined parameters.
664.	The system should enable members to submit medical bills for reimbursement claims.
665.	The system should automatically calculate RESMAID levies for each member based on: a) Total medical bills received in a month from the health facility.

No.	Requirement
	b) Pre-defined contribution rules based on the member's chosen RESMAID category. c) Any applicable co-payment requirements as per the RESMAID rules and regulations.
666.	The system should be able to maintain a comprehensive record of all RESMAID financial market investments, including treasury bills, treasury notes, and repurchase agreements.
667.	The system should automatically generate accounting journal entries for RESMAID financial market investments whenever there are: a) Additions of new investments. b) Disposals of existing investments. c) Partial withdrawals from investments.
668.	The system should be able to track and manage proceeds from investment disposals or maturities.
669.	The system should be able record income from investments such as Treasury bills, Treasury notes, rentals etc.
670.	The system should be able to generate reports on current RESMAID financial market investment balances.
671.	The system should account for losses or gains arising from RESMAID activities and investments on the financial market.
672.	The system should be able to maintain a record of all contact persons for each investment house.
673.	The system should be able to maintain a comprehensive register of the entire RESMAID investment portfolio.
674.	The system should be able to maintain information on income generated from the RESMAID members, including service levies and member contributions categorized by: a) Membership category (e.g., Basic, Extended, Comprehensive) b) Working status (e.g., serving, retired) c) Member relationship (e.g., self, spouse, child) d) Department (applicable for serving members)

Part 3

No.	Requirement
675.	The system should automatically accrue the Bank's RESMAID contribution on a monthly basis.
676.	The system should be able to maintain detailed information on RESMAID members expenditures categorized by: a) Membership category (e.g., Basic, Extended, Comprehensive) b) Working status (e.g., serving, retired) c) Member relationship (e.g., self, spouse, child) d) Department (applicable for serving members) e) Gender f) Age group g) Grade (applicable for serving members)

3.8 GENERAL SYSTEM ADMINISTRATION AND SECURITY SPECIFICATIONS

No	Requirement
677.	The system should allow configuration and maintenance of Operating Unit
678.	The system should allow for the basic configuration tasks such as; 1. Configuring the Login Page. 2. Personalizing the Home Page. 3. Administering Server Security (any program which makes connections to the database needs to come from a trusted machine and/or trusted programs).
679.	The system should able to do the following: 1. Create accounts for administrator to complete setting up. (uses the full access roles for the products for implementation). 2. Create new roles and responsibilities (what requests and concurrent programs the user can run). 3. Create new and modify users. 4. Set up printers (different printer drivers and print styles for report generation and formats the output e.g. (txt, pdf, Excel, word, etc.)).

No	Requirement
	5. The system should be able to define concurrent managers, which monitor and run time-consuming tasks without tying up computers, allowing for setting up, starting, reading requests, and starting programs. 6. The system should define request sets (group of reports or programs which are submitted with one request). 7. The system should set up Audit Trail. 8. The system should Define Globalization Options. 9. Specify Preferences for Workflow Notifications.
680.	The system should have an Applications Manager facility to manage the system from web console.
681.	The system should be able to define concurrent programs and requests (a long-running, data-intensive task, such as posting a journal or generating a report).
682.	The system should provide an inbuilt user manual which can be downloadable files in pdf and other formats
683.	The system should have a chatbot where users can post questions and get responses
684.	The system should have a knowledge base of frequently asked questions or tasks
685.	The system should generate document sequences (generates an audit trail that identifies the application that created the transaction)
686.	The system should allow for the ability to store and retrieve log messages for debugging, error reporting, and alerting purposes.
687.	The system should allow for the Administering Process Navigation (processes with a workflow diagram)
688.	The system should implement the Generic Loader
689.	The system should have a Diagnostics Menu
690.	The system should support integration of third-party security incident and event management systems such as logrythm, tripwire and other systems with specific data exchange formats and secure protocols
691.	The system should support business continuity processes in the form of disaster recovery site implementation
692.	The system should be customizable and configurable
693.	The system should be compliant with the following

Part 3

No	Requirement
	1. Compliance with industry standards and regulations.
	2. Address any specific compliance requirements for RBM
694.	The system should be able to maintain comprehensive audit trails for all additions, updates, deletions, and modifications made to the data, ensuring data integrity and desired security features.
695.	All application components shall clearly be identified and known to be needed
696.	The application shall clearly identify components, such as libraries, modules, and external systems, that are not part of the application but that the application relies on to operate
697.	A high-level architecture for the application shall be defined
698.	The application components shall be defined in terms of the business functions and/or security functions it will provide
699.	All components that are not part of the application but that the application relies on to operate shall clearly be defined in terms of the functions, and/or security functions, they provide
700.	The application security controls (including libraries that call external security services) shall have a centralized implementation
701.	The application components shall be segregated from each other via a defined security control, such as network segmentation, firewall rules, or cloud-based security groups
702.	The application shall have a clear separation between the data layer, controller layer and the display layer, such that security decisions can be enforced on trusted systems
703.	The application shall not keep sensitive business logic, secret keys or other proprietary information in client-side code
704.	The application pages and resources shall by default require authentication except those specifically intended to be public (principle of complete mediation)
705.	The application shall not echo password fields or the user's password when it is entered
706.	Authentication controls shall be enforced on the server side
707.	Authentication controls fail securely to ensure attackers cannot log in
708.	The system should be able to support Bank's password management policy implementation
709.	The application account identity authentication functions (such as update profile, forgot password, disabled / lost token, help desk or interactive voice response) that might regain

Part 3

No	Requirement
	access to the account shall be at least as resistant to attack as the primary authentication mechanism
710.	The application changing password functionality shall include the old password, the new password, and a password confirmation
711.	The application shall ensure that all suspicious authentication decisions are logged This shall include requests with relevant metadata needed for security investigations
712.	The application shall ensure account passwords make use of a sufficient strength encryption routine and that it withstands brute force attack against the encryption routine
713.	The system should provide audit trail for all transactions and maintenances
714.	The application shall ensure that credentials are transported using an encrypted link and that all pages/functions that require a user to enter credentials are done so using the link
715.	Forgotten password function on the application and other recovery paths shall not reveal the current password and that the new password is not sent in clear text to the user
716.	The application shall not allow information enumeration possible via login, password reset, or forgot account functionality
717.	The application shall have no default passwords in use for the application framework or any components used by the application (such as "admin/password")
718.	The application shall have request throttling in place to prevent automated attacks against common authentication attacks such as brute force attacks or denial of service attacks
719.	The application shall have controls in place to ensure that all authentication credentials for accessing services external to the application are encrypted and stored in a protected location
720.	The application shall ensure that forgotten password and other recovery paths use a soft token, mobile push, or an offline recovery mechanism
721.	The application shall ensure that account lockout is divided into soft and hard lock status, and these are not mutually exclusive. If an account is temporarily soft locked out due to a brute force attack, this shall not reset the hard lock status
722.	If knowledge-based questions (also known as "secret questions") are required in the application, the questions shall be strong enough to protect the application
723.	The application system shall be configurable to disallow the use of a configurable number of previous passwords

Part 3

No	Requirement
724.	Re-authentication, step up or adaptive authentication, two factor authentication, or transaction signing shall be configurable and required in the application before any application-specific sensitive operations are permitted as per the risk profile of the application
725.	Measures and controls shall be in place in the application to block the use of commonly chosen passwords and weak passphrases
726.	The application authentication challenges, whether successful or failed, shall respond in the same average response time
727.	Secrets, application program interface keys, and passwords for the application shall not be included in the source code, or online source code repositories
728.	The application shall use a proven secure authentication mechanism
729.	The application administrative interfaces shall not be accessible to untrusted parties
730.	The application shall not have a custom session manager, or that the custom session manager shall be resistant against all common session management attack
731.	The application sessions shall be invalidated when the user logs out
732.	The application sessions shall be configurable to timeout after a specified period of inactivity
733.	The application sessions shall timeout after an administratively-configurable maximum time period regardless of activity (an absolute timeout)
734.	The application shall ensure that all pages that require authentication have easy and visible access to logout functionality
735.	The application shall ensure that the session id is never disclosed in the URLs, error messages, or logs. This includes the application not supporting URL rewriting of session cookies
736.	The application shall ensure that all successful authentication and re-authentication generates a new session and session id
737.	The application shall ensure that only session ids generated by the application framework are recognized as active by the application
738.	The application shall ensure that session ids are sufficiently long, random and unique across the correct active session base

Part 3

No	Requirement
739.	The application shall ensure that session ids are stored in cookies and that their path is set to an appropriately restrictive value for the application, and authentication session tokens additionally set the "Http Only" and "secure" attributes
740.	The application shall limit the number of active concurrent sessions
741.	The application shall ensure that an active session list is displayed in the account profile or similar of each user. The user shall be able to terminate any active session.
742.	The application shall ensure that the user is prompted with the option to terminate all other active sessions after a successful change password process.
743.	The application shall ensure that the principle of least privilege exists - users shall only be allowed to access functions, data files, URLs, controllers, services, and other resources, for which they possess specific authorization. This implies protection against spoofing and elevation of privilege
744.	The application shall ensure that access to sensitive records is protected, such that only authorized objects or data is accessible to each user (for example, protect against users tampering with a parameter to see or alter another user's account)
745.	The application shall ensure that directory browsing is disabled unless deliberately desired. Additionally, the application shall not allow discovery or disclosure of file or directory metadata, such as Thumbs. dB, .DS Store, .git or .svn folders
746.	The application shall ensure that access controls fail securely
747.	The application shall ensure that the same access control rules implied by the presentation layer are enforced on the server side
748.	The application shall ensure that all user and data attributes and policy information used by access controls cannot be manipulated by end users unless specifically authorized
749.	The application shall ensure that there is a centralized mechanism (including libraries that call external authorization services) for protecting access to each type of protected resource
750.	The application shall ensure that all access control decisions are logged and all failed decisions are logged
751.	The application transaction security framework uses strong random anti-cross site request forgery tokens or has another transaction protection mechanism

Part 3

No	Requirement
752.	The application shall protect against aggregate or continuous access of secured functions, resources, or data. For example, consider the use of a resource governor to limit the number of edits per hour or to prevent the entire database from being scraped by an individual user
753.	The application shall have additional authorization (such as step up or adaptive authentication) for lower value systems, and / or segregation of duties for high value applications to enforce anti-fraud controls as per the risk of application and past fraud record
754.	The application shall correctly enforce context-sensitive authorisation in order to reject unauthorised manipulation by means of parameter tampering
755.	The application runtime environment shall not be susceptible to buffer overflows, or that it shall have security controls that prevent buffer overflows
756.	The application server-side input validation failures shall result in request rejection and are logged
757.	Input validation routines shall be enforced on the application server side
758.	A single input validation control shall be used by the application for each type of data that is accepted
759.	All SQL queries, HQL, OSQL, NOSQL and stored procedures, calling of stored procedures for the application are protected by the use of prepared statements or query parameterization, and thus not susceptible to SQL injection
760.	The application shall not be susceptible to LDAP Injection, or that security controls shall prevent LDAP Injection
761.	The application shall not be susceptible to OS Command Injection, or that security controls prevent OS Command Injection
762.	The application shall not be susceptible to Remote File Inclusion (RFI) or Local File Inclusion (LFI) when content is used that is a path to a file
763.	The application shall not be susceptible to common XML attacks, such as XPath query tampering, XML External Entity attacks, and XML injection attacks
764.	The application shall ensure that all string variables placed into HTML or other web client code is either properly contextually encoded manually, or utilize templates that automatically encode contextually to ensure the application is not susceptible to reflected, stored and DOM Cross-Site Scripting (XSS) attacks

Part 3

No	Requirement
765.	The application framework shall allow automatic mass parameter assignment (also called automatic variable binding) from the inbound request to a model, verify that security sensitive fields such as "account Balance", "role" or "password" are protected from malicious automatic binding
766.	The application shall have defenses against HTTP parameter pollution attacks, particularly if the application framework makes no distinction about the source of request parameters (GET, POST, cookies, headers, environment, etc.)
767.	The application shall ensure that client-side validation is used as a second line of defense, in addition to server-side validation
768.	The application shall ensure that all input data is validated, not only HTML form fields but all sources of input such as REST calls, query parameters, HTTP headers, cookies, batch files, RSS feeds, etc.; using positive validation (whitelisting), then lesser forms of validation such as grey listing (eliminating known bad strings), or rejecting bad inputs (blacklisting)
769.	The application shall ensure that structured data is strongly typed and validated against a defined schema including allowed characters, length and pattern (e.g. credit card numbers or telephone, or validating that two related fields are reasonable, such as validating suburbs and zip or post codes match)
770.	The application shall ensure that unstructured data is sanitized to enforce generic safety measures such as allowed characters and length, and characters potentially harmful in given context shall be escaped (e.g. natural names with unicode or apostrophes, such as ねこ or O'Hara)
771.	The application shall ensure that untrusted HTML from WYSIWYG editors or similar are properly sanitized with an HTML sanitizer and handle it appropriately according to the input validation task and encoding task
772.	For auto-escaping template technology, if UI escaping is disabled, application controls shall ensure that HTML sanitization is enabled instead
773.	The application shall ensure that data transferred from one DOM context to another, uses safe JavaScript methods, such as using **.innerText** and **.val**
774.	The application shall ensure that when parsing JSON in browsers, that JSON.parse is used to parse JSON on the client. Do not use eval() to parse JSON on the client

Part 3

No	Requirement
775.	The application shall ensure that authenticated data is cleared from client storage, such as the browser DOM, after the session is terminated
776.	The application shall ensure that it does not output error messages or stack traces containing sensitive data that could assist an attacker, including session id, software/framework versions and personal information
777.	The application shall ensure that error handling logic in security controls denies access by default
778.	The application shall ensure that security logging controls provide the ability to log success and particularly failure events that are identified as security-relevant
779.	The application shall ensure that all events that include untrusted data will not execute as code in the intended log viewing software
780.	The application shall ensure that security logs are protected from unauthorized access and modification
781.	The application shall ensure that it does not log sensitive data as defined under local privacy laws or regulations, organizational sensitive data as defined by a risk assessment, or sensitive authentication data that could assist an attacker, including user's session identifiers, passwords, hashes, or API tokens
782.	The application shall ensure that all non-printable symbols and field separators are properly encoded in log entries, to prevent log injection
783.	The application shall ensure that log fields from trusted and untrusted sources are distinguishable in log entries
784.	The application shall ensure that an audit log or similar allows for non-repudiation of key transactions
785.	The application shall ensure that security logs have some form of integrity checking or controls to prevent unauthorized modification
786.	The application shall ensure that the logs are stored on a different partition than the application is running with proper log rotation
787.	The application shall ensure that all forms containing sensitive information have disabled client-side caching, including autocomplete features
788.	The application shall ensure that the list of sensitive data processed by the application is identified, and that there is an explicit policy such as the Malawi's Data Privacy Protection

Part 3

No	Requirement
	Act (DPPA) for how access to this data must be controlled, encrypted and enforced under relevant data protection directives
789.	The application shall ensure that all sensitive data is sent to the server in the HTTP message body or headers (i.e., URL parameters are never used to send sensitive data)
790.	The application shall ensure that it sets appropriate anti-caching headers as per the risk of the application, such as the following: Expires: Tue, 03 Jul 2001 06:00:00 GMT Last-Modified: {now} GMT Cache-Control: no-store, no-cache, must-revalidate, max-age=0 Cache-Control: post-check=0, pre-check=0 Pragma: no-cache
791.	The application shall ensure that on the server, all cached or temporary copies of sensitive data stored are protected from unauthorized access or purged/invalidated after the authorized user accesses the sensitive data
792.	The application shall ensure that there is a method to remove each type of sensitive data from the application at the end of the required retention policy as defined by the Bank
793.	The application shall ensure that it minimizes the number of parameters in a request, such as hidden fields, Ajax variables, cookies and header values
794.	The application shall have the ability to detect and alert on abnormal numbers of requests for data harvesting for an example screen scraping
795.	The application shall ensure that data stored in client-side storage - such as HTML5 local storage, session storage, Indexed DB, regular cookies or Flash cookies - does not contain sensitive data
796.	The application shall ensure that access to sensitive data is logged, if the data is collected under relevant data protection directives or where logging of accesses is required
797.	The application shall ensure that sensitive data is rapidly sanitized from memory as soon as it is no longer needed and handled in accordance to functions and techniques supported by the framework/library/operating system
798.	The system shall ensure that the application accepts only a defined set of required HTTP request methods, such as GET and POST are accepted, and unused methods (e.g. TRACE, PUT, and DELETE) are explicitly blocked

Part 3

No	Requirement
799.	The application shall ensure that every HTTP response contains a content type header specifying a safe character set (e.g., UTF-8, ISO 8859-1)
800.	The application shall ensure that HTTP headers added by a trusted proxy or SSO devices, such as a bearer token, are authenticated by the application
801.	The application shall ensure that the Content Security Policy V2 (CSP) is in use for sites where content shall not be viewed in a 3rd-party X-Frame
802.	The application shall ensure that the HTTP headers or any part of the HTTP response do not expose detailed version information of system components
803.	The application shall ensure that all API responses contain X-Content-Type-Options: nosniff and Content-Disposition: attachment; filename="api.json" (or other appropriate filename for the content type)
804.	The application shall ensure that the Content Security Policy V2 (CSP) is in use in a way that either disables inline JavaScript or provides an integrity check on inline JavaScript with CSP noncing or hashing
805.	The application shall ensure that the X-XSS-Protection: 1; mode=block header is in place
806.	The application shall ensure that all malicious activity is adequately sandboxed, containerized or isolated to delay and deter attackers from attacking other applications
807.	The application shall ensure that a code review looks for malicious code, back doors, Easter eggs, and logic flaws
808.	The application shall only process business logic flows in sequential step order, with all steps being processed in realistic human time, and not process out of order, skipped steps, process steps from another user, or too quickly submitted transactions
809.	The application shall have business limits and correctly enforces them on a per user basis, with configurable alerting and automated reactions to automated or unusual attack
810.	The application shall ensure that URL redirects and forwards only allow whitelisted destinations, or show a warning when redirecting to potentially untrusted content
811.	The application shall ensure that untrusted file data submitted to the application is not used directly with file I/O commands, particularly to protect against path traversal, local file include, file mime type, and OS command injection vulnerabilities

Part 3

No	Requirement
812.	The application shall ensure that files obtained from untrusted sources are validated to be of expected type and scanned by antivirus scanners to prevent upload of known malicious content
813.	The application shall ensure that untrusted data is not used within inclusion, class loader, or reflection capabilities to prevent remote/local file inclusion vulnerabilities
814.	The application shall ensure that untrusted data is not used within cross-domain resource sharing (CORS) to protect against arbitrary remote content
815.	The application shall ensure that files obtained from untrusted sources are stored outside the webroot, with limited permissions, preferably with strong validation
816.	The application shall ensure that the web or application server is configured by default to deny access to remote resources or systems outside the web or application server
817.	The application shall ensure that code does not execute uploaded data obtained from untrusted sources.
818.	The application shall not use Flash, Active-X, Silverlight, NACL, client-side Java or other client-side technologies not supported natively via W3C browser standards
819.	The application shall ensure that the same encoding style is used between the client and the server
820.	The application shall ensure that access to administration and management functions within the Web Service Application is limited to web service administrators
821.	The application shall ensure that XML or JSON schema is in place and verified before accepting input
822.	The application shall ensure that all input is limited to an appropriate size limit
823.	The application shall ensure that SOAP based web services are compliant with Web Services-Interoperability (WS-I) Basic Profile at minimum
824.	The application shall ensure the use of session-based authentication and authorization. The use of static "API keys" and similar shall be avoided
825.	The application shall ensure that the REST service is protected from Cross-Site Request Forgery
826.	The REST service in the application shall explicitly check the incoming Content-Type to be the expected one, such as application/xml or application/json

Part 3

No	Requirement
827.	The application shall ensure that the message payload is signed to ensure reliable transport between client and service.
828.	The application components shall be up to date with proper security configuration(s) and version(s). This shall include removal of unwanted configurations and folders such as sample applications, platform documentation, and default or example users
829.	Communications between components, such as between the application server and the database server, shall be encrypted, particularly when the components are in different containers or on different system
830.	Communications between components, such as between the application server and the database server shall be authenticated using an account with the least necessary privileges
831.	The system shall ensure that the application build, and deployment processes are performed in a secure fashion
832.	The application shall ensure that authorised administrators have the capability to verify the integrity of all security-relevant configurations to ensure that they have not been tampered with
833.	The application shall ensure that all application components are signed
834.	The application shall ensure that third party components come from trusted repositories
835.	The application shall ensure that build processes for system level languages have all security flags enabled, such as ASLR, DEP, and security checks
836.	The application shall be configured and synchronized with alternative/DR processing sites
837.	The application and databases shall be configured with high availability i.e. clustered architecture
838.	The application and database shall have backup plan
839.	The system should support Multi-Factor Authentication for users
840.	The system should support segregation of duties through proper profiles
841.	The system should support generation of audit trail reports per user, per function, per business process and other categorizations as defined by the users
842.	The system should support assignment of granular rights across multiple modules
843.	The system should allow workflow management and processes in accordance with user rights.

Part 3

No	Requirement
844.	The system should ensure that all data moving from client machine to server and vice versa should be digitally encrypted using digital certificate (SSL)

845.	The system should provide the following reports in all formats: **Front End Changes**
	     a. New user added reports
	     b. User modifications reports
	     c. User deactivation reports
	     d. User list reports
	     e. User activities reports
	     f. Super user activities report
	     g. User roles report
	 Back End Changes
	 a. Software update/version change report
	 b. Database update/version changes
	 c. Software changes

846.	The Vendor's solution, prior to access, will display an RBM-provided warning or login banner (e.g. "The solution should only be accessed by authorized users"). In the event that the solution does not support pre-login capabilities, the solution will display the banner immediately following authentication.
847.	The Vendor's solution will enforce a limit of configurable, consecutive invalid access attempts by a user. Vendor's solution will protect against further, possibly malicious, user authentication attempts using an appropriate mechanism (e.g., locks the account/node until released by an administrator, locks the account/node for a configurable time period, or delays the next login prompt according to a configurable delay algorithm).
848.	The Vendor's solution will allow user to change his or her password at any time.
849.	The Vendor's solution will restrict access to data from outside Malawi, including remote access to data by authorized Vendor support staff, unless approved in advance by the RBM Cyber Security Officer.
850.	The Vendor will not copy, modify, destroy or delete data other than for normal operation or maintenance during the Contract period without prior written notice to and written approval from RBM.

Part 3

No	Requirement
851.	Vendor's solution will monitor events on the information solution, detect attacks, and identify unauthorized use of the solution.
852.	"Vendor's solution will detect security-relevant events that it mediates and generate audit records for them. Potential security-related events may include: • a. Start or stop; • b. User login or logout; • c. Session timeout; • d. Account lockout; • e. Access failure; • f. Content modifications; • g. Client record created, viewed, updated, or deleted; • h. Scheduling; • i. Query; • j. Node-authentication failure; • k. Personally Identifiable Information (PII) export; • l. PII import; • m. Security administration events; and • n. Backup and restoration."
853.	Vendor's designated personnel will audit the status of solution resources and their usage according to a schedule agreeable to RBM.
854.	Vendor's solution will protect the stored audit records from unauthorized deletion and will prevent modifications to the audit records.
855.	Vendor will utilize both process-centric and logical means to prevent the installation of any software or device in its solution without prior authorization.
856.	Vendor will certify the software used to install and update its solution, independent of the mode or method of conveyance, to be free of malevolent software ("malware"). Vendor may self-certify compliance with this standard through procedures that make use of commercial malware scanning software.
857.	Vendor will certify the software used to install and update its solution, independent of the mode or method of conveyance, to be free of malevolent software ("malware"). Vendor

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No	Requirement
	may self-certify compliance with this standard through procedures that make use of commercial malware scanning software.
858.	RBM reserves the right to periodically audit the Vendor (or Subcontractor(s)) application infrastructure to ensure physical and network infrastructure meets configuration and security standards and adheres to relevant policies.
859.	The Vendor will allow RBM to run non-intrusive network audits (e.g., basic port scans) and validation and/or testing software, at random and without prior notice, against the solution to help identify potential security issues. Vendor will repair any deficiencies found during these auditing, validation, and/or testing runs. RBM may conduct more intrusive audits, validations, and/or tests, on or off site, after providing twenty-four (24) hours of prior notice to Vendor.

No.	Performance Requirements
860.	**Response Time:** a. The system should respond to user queries/input within 2 seconds under normal operating conditions. b. The mean time to download reports shall not exceed 5 seconds
861.	**Throughput:** The system must be able to handle at least 1,000 transactions within one to ten minutes during peak hours.
862.	**System Capacity:** The system should support concurrent usage for up to 700 users without performance degradation.
863.	**Scalability:** a. The system should be scalable to accommodate a 50% increase in user load without requiring a system overhaul b. The system should be scalable to accommodate other external future interfaces

No.	Availability and Reliability
864.	**System Uptime:** The system should have an uptime of 99.9%.
865.	**Failover Mechanisms:** In case of a server failure, an automatic failover to a backup server should occur within 30 seconds.

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No.	Availability and Reliability
866.	**Backup and Recovery:** Daily backups of data with a recovery time objective (RTO) of 2 hours.
867.	The mean time to download and view all reports in PDF, excel, word, csv, json, xml etc over the LAN shall not exceed 5 seconds

No.	Usability
868.	**User Interface (UI):** The system should have an intuitive web-based interface compatible with both desktop and mobile devices.
869.	**User Experience (UX):** The system should support streamlined workflows within the specific modules
870.	**Localization and Internationalization:** The system should support for English, including date format and currency conversions.
871.	The system should have user friendly interfaces; buttons, headings, and help/error messages should be simple to understand
872.	The number of pages navigated to access relevant feature information from the system landing page should not exceed 3.

No.	Maintainability and Support
873.	**System Updates and upgrades:** The system should support zero downtime during system updates and upgrades
874.	**Technical Support:** The vendor should be able to provide 24/7 customer support with a maximum response time of 2 hours for critical issues.
875.	**Disaster Recovery:** The system should support both manual and automatic fail-over to the disaster recovery site with a recovery point objective (RPO) of **zero**

No.	Scalability
876.	**Modularity:** The system should allow adding or removing of modules such as without impacting other system functionalities.
877.	**Load Balancing:** The system should allow automatic load balancing across servers to optimize performance during high usage.

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No.	Interoperability
878.	**Integration:** a. The system should seamlessly integrate with existing external systems such as payroll system, CRM and core banking system among others b. The system should be able to support both file based and web-based integrations c. The system should provide and support various web services such as SOAP and REST APIs

No.	Compliance and Standards
879.	**Industry-Specific Regulations:** a. The system should be able to support ISO 20022 message standards b. The system should be able to comply with ISO 27001 for information security management.
880.	**Quality Standards:** The system should be able to adhere to ISO 9001 standards for quality management systems.

No.	Portability
881.	**Platform Independence:** a. The system should be able to operate on Windows, Unix (Redhat Linux and AIX), and MacOS operating systems. b. The system should be web based and compatible with all modern and latest browsers.
882.	**Data Portability:** The system should have the capability to export all reports and data in CSV, pdf, json, xml, word and excel formats.

No.	Documentation and Training
883.	**Documentation Quality:** The system should have comprehensive and clear technical and user documentation and manuals with step-by-step guides and screenshots.
884.	**Training Materials:** The system should Include interactive online tutorials and video walkthroughs for key functionalities.

No.	Skill transfer
885.	• The Supplier shall be required to provide comprehensive technical and user training to all system users.

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No.	Skill transfer
	• They shall also be expected to provide any technical skills transfer to ICT system support officers on all relevant areas to ensure adequacy in provision of First Level Support of the application.

THE END

Section 7. General Conditions of Contract

Table of Clauses

Part 3

Section 7 General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

   (a) "Contract" means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

   (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

   (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

   (d) "Day" means calendar day.

   (e) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.

   (f) Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

   (g) "Eligible Countries" means the countries and territories eligible as listed in Section 3 of the Bidding Document.

   (h) "GCC" means the General Conditions of Contract.

   (i) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

   (j) "Procuring Entity" means the entity purchasing the Goods and Related Services, as specified in the SCC.

   (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

   (l) "SCC" means the Special Conditions of Contract.

   (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

   (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

   (o) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 The Government requires that Procuring Entities, as well as Bidders and Suppliers under public financed contracts, observe the highest standards 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 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.

4. Interpretation

4.1   If the context so requires it, singular means plural and vice versa.

4.2   Incoterms

    (a)   Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

    (b)   EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3   Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4   Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

4.5   Nonwaiver

    (a)   Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

    (b)   Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6   Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in English unless otherwise specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

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

7. Eligibility

7.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and regulations of the Government of Malawi.

7.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the 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.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Malawi, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Statement of Requirements.

11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Procuring Entity's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner

14.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, no later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it.

16.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in SCC.

17. Taxes and Duties

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17.1 For goods supplied from outside the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Malawi.

17.2 For goods supplied from within the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Malawi, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges (called "tax" in this sub-clause) prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Republic of Malawi. If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

18. Performance Security

18.1 The Supplier shall, within thirty (30) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.

18.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity, and shall be in one of the forms stipulated by the Procuring Entity in the SCC, or in another form acceptable to the Procuring Entity.

18.4 The performance security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to,

during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Procuring Entity or Supplier need to share with any other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution,

any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

23.2 The 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, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Statement of Requirements.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Malawi as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.

Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Malawi.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

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

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in Malawi; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Procuring Entity, 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 Procuring Entity and

(b) the aggregate liability of the Supplier to the Procuring Entity, 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, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Republic of Malawi where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its performance security, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment

under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

(a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

35.3 Termination for Convenience

(a) The Procuring Entity, by 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 Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b)   The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

(i)   to have any portion completed and delivered at the Contract terms and prices; and/or

(ii)   to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Part 3

Section 8. Special Conditions of Contract

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

GCC clause reference	Special Conditions
GCC 1.1(j)	The Procuring Entity is: **Reserve Bank of Malawi**
GCC 1.1 (o)	The Site is: **Lilongwe, Malawi**
GCC 4.2 (b)	The version of Incoterms shall be: **2020**
GCC 5.1	The language shall be: **English**
GCC 8.1	For **notices**, the Procuring Entity's address shall be: The Reserve Bank of Malawi Attention: **The Chairperson, Internal Procurement Committee** Street Address: **Convention Drive** City: **Lilongwe** P.O Box: **30063** Country: **Malawi** Telephone: **+ 265 1770600** Facsimile number: **+265 01770360** Email address: **procurement@rbm.mw** For **notices**, the Supplier's address shall be: Attention: Street Address: Floor number: City: Post Code: Country: Telephone: Facsimile number: Email address:
GCC 9.1	The governing law shall be: **Laws of Malawi**

Part 3

GCC clause reference	Special Conditions
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **Arbitration**
GCC 11.1	The scope of supply shall be defined in : **Section 6 – Terms of Reference**
GCC 12.1	The shipping and other documents to be furnished by the Supplier are: **Original Manufacturers Certificates**
GCC 15.2	The price adjustment shall be: **NIL**
GCC 16.1	The terms of payment shall be: **30 days after receipt of invoice**
GCC 16.4	The currency for payments shall be: **MWK, ZAR, USD**
GCC 17.1	The Supplier shall be responsible for all import duties and taxes as follows: a. **Import Duty on all Goods**
GCC 17.2	The Supplier shall be responsible for all import duties and taxes imposed by law in Malawi on the Goods. **Yes**
GCC 18.1	The amount of the Performance Security shall be: **10%** of the contract price
GCC 18.3	The types of acceptable Performance Securities are**: as per sample in the Bidding document**
GCC 18.4	Discharge of Performance Security shall take place: **RBM, Head Office**
GCC 23.2	The packing, marking and documentation within and outside the packages shall be clearly labelled: **The Governor, Reserve Bank of Malawi, P.O. Box 30063, Capital City, Lilongwe 3**
GCC 24.1	The insurance coverage shall be: **Full cover against any loss or damage of the equipment**
GCC 25.1	Responsibility for transportation of the Goods shall be: **The Supplier's**
GCC 26.2	Inspections and tests will be conducted at: **Reserve Bank of Malawi – Head Office**
GCC 27.1	The liquidated damages shall be: **0.5**% per week and not exceeding 10% of total cost
GCC 28.3	The period of validity of the Warranty shall be: **Not less than 12 months**

Part 3

GCC clause reference	Special Conditions
GCC 28.5	The repair or replace period will be: **Within fourteen days**

SECTION 9. CONTRACT FORMS

Table of Forms

Agreement

THIS AGREEMENT made the   day of   , 2023   , between …………………..
………………………………. of …………………….. (hereinafter called "the Procuring
Entity) the one part, and ……………………………. of …………………………
(hereinafter called "the Supplier"), of the other part:

WHEREAS the Procuring Entity invited bids for certain Goods and Related Services, viz.,
……………………………………………………………. and has accepted a Bid by the
Supplier for the supply of those Goods and Related Services in the sum of …………
……………………………………………….. (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.   In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Contract referred to.

2.   The following documents shall be deemed to form and be read and construed as
part of this Agreement, viz.:

    (a)   the General Conditions of Contract;

    (b)   the Special Conditions of Contract;

    (c)   the Statement of Requirements;

(e)   the Bid Submission Sheet and the Price Schedules submitted by the Supplier;

(f)   the Procuring Entity's Notification to the Supplier of award of Contract; and

(g)

3.   In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4.   The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of …………………………….on the day, month and year indicated above.

Name …………………   in the capacity of …………………   Signed by ……………….
for the Procuring Entity

Name ………………. in the capacity of …………………. Signed by
……………………… for the Supplier

Part 3

Performance Security

Date: ……………………………………….
Procurement Reference Number: ………………

To: …………………………………………………………………..

WHEREAS ………………………………… (hereinafter called "the Supplier") has undertaken, pursuant to Contract No. ……………. dated ………, ………………… 20   to supply ………………………………… (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security ……………….. issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ……………………………………, legally domiciled in ……………………… ……………………………., (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ………………………………………… and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of ………. ………… as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the ……….. day of ………………, 2024

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name ……………………..   In the capacity of ………………………

Signed ……………………..

Duly authorised to sign the authorisation for and on behalf of ………………………….

Dated on ………………. day of …………………, 2024.

Part 3

Advance Payment Security

Date: ……………………………………….
Procurement Reference Number: ………………

To: ………………………………………………………..

In accordance with the payment provision included in the Contract, in relation to advance payments, ……………………………………. (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of ……………….., to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of ……………………………………..

We, the undersigned ……………………………………………, legally domiciled in ………………………………………….. (hereinafter "the Guarantor"*)*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding ……………………………………………….

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until ………., ……………….. 2024

Name ……………………   In the capacity of ……………………………………

Signed ……………………………………………

Duly authorised to sign the authorisation for and on behalf of ……………………………

………………………………………………………………………………………

Dated on ………. day of ………………………..; 2024.