Tel. No. 01525156
Hospital,
Fax No. 01524538

Email:

Zomba Central

P.O Box 21,
Zomba.
MALAWI

## REQUEST FOR QUOTATIONS (FOR GOODS)

**PROC NO.: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED Date: 18th November, 2026**

……

…….....

The Procuring Entity named above invites you to submit your quotation for described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. Any resulting order shall be subject to the Government of Malawi General Conditions of Contract for Local Purchase Orders (available on request) except where modified by this Request for Quotations. **20% of Margin of preference will be given to indigenous black Malawians. And Provide Colored Identity Photo**

### SECTION A: QUOTATION REQUIREMENTS:

1) **Description of Goods**: Procurement of **Swivel chairs for Nurses Station (Paying Department)**
2) Quotation prices should be based on: **Malawi Kwacha**
   (a) for goods supplied from within Malawi; EXW – insured and delivered to**: DDP/ DAP (Delivery at Place) - Insured and delivered at Zomba Central Hospital**
   (b) for goods supplied from outside of Malawi; CIP or DDP **and delivered at Zomba Central Hospital**
3) The Delivery period required is **8 days** from date of order.
4) Quotations must be valid for **30 days** from the date for receipt given below.
5) The warranty/guarantee offered shall be:
6) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above, and indicate your acceptance of the terms and conditions.
7) Quotations must be received, in sealed envelopes, no later than: **24th November, 2026 at 10.00am and deposited in the Tender Box in the Procurement and Disposal Unit, Zomba Central Hospital.**
8) Quotations must be returned to: **The Chairman, Internal Procurement and Disposal Committee, Zomba Central Hospital, P.O. Box 21, Zomba.**
   The attached Schedule of Requirements at Section C, details the items to be purchased. You are requested to quote your delivered price for these items by completing and returning Sections B and C.

9} The attached Schedule of Requirements in Section D, details the items to be procured. You are requested to quote your delivered price for these items by completing and returning Sections C and D.

10) Payment to the supplier shall be made **within 30 days** from the date of receipt of invoice.

11) Goods must be new not reused

12) The detailed descriptions of the goods required are provided in table below. Bidders shall provide full descriptions of the products being offered in Section D - Price Schedule.

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

**SECTION B: QUOTATION SUBMISSION SHEET**

**1.** Currency of Quotation: *Malawi Kwacha*

**2.** Delivery period offered: ……..… [*insert a number*] days/weeks/months from date of the Local Purchase Order.

**3.** The validity period of this Quotation is: ……..…. [*insert a number*] days from the date for receipt of Quotations.

**4.** Warranty period (where applicable): ……. [*insert a number*] months.

**5.** We attach the following documents: [*tick against the document(s) you have attached*]

*(a)* Section D of the Request for Quotations completed and signed; ☐

*(b)* A copy of our Business Registration Certificate and Trading Licence; ☐

*(c)* A copy of our Annual Tax Clearance Certificate (for the last Financial Year); ☐

*(d)* A list of recent Government contracts performed; ☐

*(e)* [*Insert any other documentation required by the Procuring and Disposing Entity*].

……..

……..

**6.** We offer to supply in conformity with the Request for Quotations Documents and in accordance with the delivery schedule required in Section D: Schedule of Requirements]

**7.** We have examined and have no reservations to the Request for Quotations Document, including Addenda No: *(Insert Number and date )* of Addenda).

**8.** Our price shall be fixed for the duration of the validity period

**9.** We declare that our firm, Directors and Beneficial Owners do not engage in corrupt, fraudulent and/or uncompetitive practices whenever participating in procurement proceedings.

AUTHORISED BY: **[***to be completed by someone who has the power of attorney for the bidder]*

## Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

Signature: _____ Name: _____
Position:

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

Authorised for and on behalf of (Company name):

Company: _____

Registered Address:

_____

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

**SECTION C: SCHEDULE OF REQUIREMENTS (TO BE PRICED BY BIDDER)**

| Item No. | Description of Goods | Unit of Measure | Bidders specification compliance offered (Comply with specification in the column below for item quoted ) | Qty | Delivered Unit Price Kwacha | Delivered Total Price Kwacha |
|---|---|---|---|---|---|---|
| 1. | Swivel Chairs (Nurses station) **Recommended Swivel Chairs Specifications attached page below** | Each | | 10 | | |
| **Sub Total** | | | | | | |
| **17.5% VAT** | | | | | | |
| **Grand Total** | | | | | | |
| **PPDA Levy** | | | | | | |

*Notes: The Procurement Levy is calculated based on Sub-total before taxes.*

**Zomba Central Hospital**

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

# TECHNICAL PROCUREMENT SPECIFICATIONS

Ergonomic Clinical Task Chairs for Ward Nursing Stations

Facility: Zomba Central Hospital, Malawi

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## Part A: Instructions to Bidders

**A1** **Scope.** Zomba Central Hospital invites quotations for the supply and delivery of ergonomic clinical task chairs for 24-hour ward nursing stations, in the quantity stated in the Price Schedule in Part D. The chairs will be used in a hot, humid, dusty environment and will be cleaned frequently with strong disinfectants, so durability under these conditions is the main selection criterion.

**A2** **Itemised pricing.** Bidders must give a unit price and total price for the chair using the Price Schedule in Part D, and must price each optional item separately. Differences in layout will not lead to rejection provided the price of each item can be clearly identified.

**A3** **Minimum requirements.** Specifications state minimum performance. Offers that equal or exceed them are acceptable, and equivalent standards or technologies are acceptable if the bidder demonstrates equivalence in the compliance matrix. Failure to meet any requirement stated as a minimum may lead to rejection of the bid.

**A4** **Compliance matrix.** Bidders must complete the compliance matrix in Annex 1 clause by clause (Part B and Part C), stating the specification actually offered and the page of the supporting datasheet or test report, and must complete the Submission Checklist in Annex 2.

**A5** **Pictures, factsheet and test reports.** Bidders must submit colour pictures of the chair offered (front, side, rear, underside and base), the manufacturer's factsheet or datasheet stating make and model, and the test reports and certificates called for in Part B (upholstery chemical resistance, hydrolysis resistance, gas cylinder and chair strength), as listed in Annex 2.

**A6** **Prices.** Prices must be quoted in one clearly stated currency, preferably Malawi Kwacha, and be valid for not less than 90 days. Bidders must state whether prices include VAT, duties and delivery to Zomba.

**A7** **Sample for evaluation.** Shortlisted bidders may be asked to provide one sample chair (and an upholstery swatch) for evaluation. ZCH may wipe the sample repeatedly with the disinfectants it uses on the wards, and a sample that cracks, peels, becomes tacky, discolours or corrodes may be rejected. Return arrangements for samples will be agreed with the bidder.

# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

## Part B: Technical Specifications

### Item 1: Ergonomic Clinical Task Chair

*Offers that meet or exceed every requirement are acceptable. Chairs must be brand-new, of one make and model, and identical across the whole order.*

| Ref. | Parameter | Minimum requirement |
|---|---|---|
| **1.1 Application and dimensions** | | |
| 1.1.1 | **Application** | Heavy-duty task chair for high-use, 24-hour, multi-shift ward nursing stations, withstanding seasonal red dust, large humidity changes and constant chemical disinfection without structural or visual degradation. |
| 1.1.2 | **Desk compatibility** | Suitable for standard-height desks (approximately 720–760 mm from finished floor level). The seated user must be able to sit close to the desk with the armrests clearing a 720 mm desk underside. |
| 1.1.3 | **Seat height range** | Pneumatic seat height adjustment of not less than 120 mm travel, with the lowest seat height not above 420 mm and the highest not below 520 mm (measured from the floor), so that shorter staff can rest their feet flat on the floor. |
| 1.1.4 | **Seat and back dimensions** | Seat width not less than 460 mm; seat depth of 420–480 mm (before the slider adjustment in 1.3.4); backrest height not less than 450 mm above the seat. |
| 1.1.5 | **Base diameter** | Not less than 640 mm and not more than 700 mm, for stability without obstructing movement at the nursing station. |
| **1.2 Upholstery and infection control (mandatory)** | | |
| 1.2.1 | **Upholstery material** | Seat, backrest and armrest pads covered in 100% non-porous medical-grade polyurethane (PU) or heavy-duty clinical vinyl (phthalate-free), wipeable with no open surface. |
| 1.2.2 | **Prohibited materials** | Woven mesh, fabric weaves, open textile backrests and perforated covers are not accepted. The chair must have no micro-cavities where red dust, skin flakes or body fluids can settle. |

| Ref. | Parameter | Minimum requirement |
|---|---|---|
| 1.2.3 | **Seams and construction** | Seams on contact surfaces must be welded or chemically sealed, or minimal and sealed so that fluid cannot reach the cushioning. No piping, zips, buttons or tufting. Backrest rear and seat underside must be fully covered, with no exposed foam, and joints between parts must be smooth and free of crevices that are hard to clean. |
| 1.2.4 | **Chemical resistance** | Upholstery, armrest pads and exposed parts must be certified by test report to withstand repeated wiping with: chlorine-releasing disinfectants (sodium hypochlorite or NaDCC solutions) at 1,000 ppm for routine use and up to 10,000 ppm for spills; 70% alcohol (isopropyl or ethanol) wipes; quaternary ammonium disinfectants; and accelerated hydrogen peroxide, without cracking, peeling, tackiness, hardening or marked discolouration. The test report must state the method and number of wipe cycles (not less than 1,000 cycles at routine concentration and 100 cycles at 10,000 ppm). |
| 1.2.5 | **Hydrolysis and ageing resistance** | PU upholstery must resist breakdown in hot, humid conditions, supported by a hydrolysis (humid ageing, "Jungle test") report to ISO 1419 or equivalent covering not less than 5 weeks. Polyether-based PU is preferred over polyester-based PU. |
| 1.2.6 | **Wear resistance** | Upholstery abrasion resistance (Martindale or equivalent) of not less than 50,000 cycles, supported by a test report. |
| 1.2.7 | **Colour** | Mid-tone, uniform colour that does not show dust or bleach marks readily; light and very dark colours are not accepted. A colour swatch must be provided. |
| **1.3 Cushion and ergonomics** | | |
| 1.3.1 | **Foam** | 100% high-density injection-moulded (moulded) PU foam. Cut foam and layered sheet foam are not accepted. Bidders must state the seat foam density (not less than 50 kg/m³) and supply compression-set data. |
| 1.3.2 | **Seat shape** | Anatomically contoured seat pan with a waterfall front edge, to ease pressure behind the knees during long charting sessions. |
| 1.3.3 | **Lumbar support** | Height-adjustable lumbar support built into the backrest frame, or a contoured backrest with height adjustment, to support the lower back during 8–12-hour shifts. |

| Ref. | Parameter | Minimum requirement |
|---|---|---|
| 1.3.4 | **Seat depth adjustment** | Seat slider with not less than 50 mm of travel, to fit staff with different leg lengths. |
| **1.4 Mechanisms and fixings** | | |
| 1.4.1 | **Gas cylinder** | Class 4 (heavy-duty) pneumatic gas cylinder, supported by a manufacturer's test report. Class 1–3 cylinders are not accepted. A telescopic cover or shroud must protect the cylinder from dust and cleaning fluids. |
| 1.4.2 | **Tilt mechanism** | Synchronous or weight-activated tilt with multiple locking positions and tension adjustment suitable for users from 50 kg to 150 kg, allowing the user to recline while remaining supported. |
| 1.4.3 | **Controls and dust protection** | Adjustment levers operable from the seated position. The mechanism under the seat must be enclosed or sealed to keep out dust and cleaning fluids. |
| 1.4.4 | **Metal parts and fasteners** | All exposed metal parts and fasteners must be corrosion-resistant (stainless steel, zinc-nickel or equivalent protective coating) and concealed or covered where practical. Bare, painted-steel or chrome-plated parts exposed to cleaning fluids are not accepted. |
| **1.5 Armrests, base and casters** | | |
| 1.5.1 | **Armrests** | 2D or 3D adjustable armrests (height and depth) that can be lowered or moved far enough to clear a 720 mm desk underside. |
| 1.5.2 | **Armrest pads** | Non-porous, self-skinned PU pads fixed without gaps. No fabric or raw foam covers. |
| 1.5.3 | **Base** | Heavy-duty 5-star base of reinforced glass-filled nylon, or die-cast aluminium with an anodised or powder-coated finish resistant to chlorine disinfectants. Painted-steel, chrome-plated steel and low-grade plastic bases are not accepted. |
| 1.5.4 | **Casters** | Smooth-rolling dual-wheel casters with a PU (or equivalent non-marking) tread, 50–65 mm diameter, with sealed bearings and a hair and debris guard, suitable for the ward floor surfaces (linoleum, vinyl, epoxy, tiled or screeded floors) and for wet mopping. Casters must not roll freely on level floors under the weight of an empty chair. |
| **1.6 Strength, safety and certification** | | |
| 1.6.1 | **Load capacity** | Certified continuous load capacity of not less than 150 kg. |

| Ref. | Parameter | Minimum requirement |
|---|---|---|
| 1.6.2 | **Strength and stability** | Chair tested to EN 1335, ANSI/BIFMA X5.1 or an equivalent standard, with a rating for intensive 24-hour use and a stability (tip-over) test. Test reports must be submitted. |
| 1.6.3 | **Fire safety** | Foam and upholstery must be flame-retardant. A test certificate must be submitted where available. |

## Part C: Supplier Qualifications, Delivery and After-Sales Support

| Ref. | Requirement | Detail |
|---|---|---|
| C1 | **Manufacturer's authorisation** | Valid authorisation from the manufacturer (or authorised distributor certificate) for the brand of chair offered. |
| C2 | **Local service and spares** | Evidence of a service agent or support able to attend to the chairs in Malawi, with contact details and response times, and a commitment to keep spare parts (gas cylinders, casters, armrest pads, mechanisms) available for at least 5 years. |
| C3 | **Warranty** | Not less than 5 years on the gas cylinder, structural frame, base and tilt mechanism, and not less than 2 years on the upholstery and armrest pads, under continuous 24/7 institutional use, from the date of delivery. Damage caused by the disinfectants listed in clause 1.2.4, used as directed, must not void the warranty. Replacement parts and freight to Zomba are at the supplier's cost during the warranty period. |
| C4 | **Delivery and assembly** | Delivery to Zomba Central Hospital within 8 weeks of order. Chairs delivered fully assembled, or assembled on site, and individually protected against transit damage. Assembly instructions supplied if delivered in parts. |
| C5 | **Cleaning and care guidance** | A written English care sheet for each consignment stating the disinfectants and concentrations approved for the upholstery and base, how to clean after chlorine use (rinse with water or neutral detergent and dry), and how to adjust the chair. Brief on-site briefing for ward and housekeeping staff on request. |
| C6 | **Quality and regulatory** | Manufacturer certified to ISO 9001 (or equivalent), with the certificate submitted. The supplier is responsible for any import permits or registrations required under Malawian law. |

**Zomba Central Hospital**

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

| Ref. | Requirement | Detail |
|---|---|---|
| C7 | **Documentation** | User manual in English supplied with the chairs; service information on request. |
| C8 | **References (Optional) offers added advantage** | Details of at least one supplier of similar chairs to a hospital or healthcare facility in the last three years, with contact person. |

## Part D: Price Schedule

Bidders must complete every line. Please state the currency used and whether VAT and duties are included.

| Item | Description | Qty | Unit price | Total price |
|---|---|---|---|---|
| 1 | Ergonomic clinical task chair, complete with all standard features in Part B | [ ___ ] | | |
| **Sub-total (Item 1)** | | | | |
| **VAT / duties / delivery to Zomba (state if included in the prices above)** | | | | |
| **TOTAL BID PRICE (stated currency: _____)** | | | | |

| Ref. | Optional item (not included in the total bid price) | Qty | Unit price |
|---|---|---|---|
| O1 | Price difference per chair for load-sensitive self-braking casters (casters lock when the chair is unoccupied) | 1 | |
| O2 | Spare parts kit for each 10 chairs: 1 gas cylinder, 1 set of 5 casters, 2 armrest pads | 1 | |
| O3 | Price difference per chair for a 3-year warranty on upholstery and armrest pads (in place of 2 years) | 1 | |

Bidder: _____ Signature: _____ Date: _____

# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

## Annex 1: Compliance Matrix

To be completed by the bidder and submitted with the technical proposal, datasheets and test reports.

| Ref. | Parameter | Complies (Y/N) | Bidder's offered specification | Datasheet page |
|---|---|---|---|---|
| **Make and model offered** | | | | |
| **Item 1: Ergonomic Clinical Task Chair** | | | | |
| 1.1.1 | Application | | | |
| 1.1.2 | Desk compatibility | | | |
| 1.1.3 | Seat height range | | | |
| 1.1.4 | Seat and back dimensions | | | |
| 1.1.5 | Base diameter | | | |
| 1.2.1 | Upholstery material | | | |
| 1.2.2 | Prohibited materials | | | |
| 1.2.3 | Seams and construction | | | |
| 1.2.4 | Chemical resistance | | | |
| 1.2.5 | Hydrolysis and ageing resistance | | | |
| 1.2.6 | Wear resistance | | | |
| 1.2.7 | Colour | | | |
| 1.3.1 | Foam | | | |
| 1.3.2 | Seat shape | | | |
| 1.3.3 | Lumbar support | | | |
| 1.3.4 | Seat depth adjustment | | | |
| 1.4.1 | Gas cylinder | | | |
| 1.4.2 | Tilt mechanism | | | |
| 1.4.3 | Controls and dust protection | | | |

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

| Ref. | Parameter | Complies (Y/N) | Bidder's offered specification | Datasheet page |
|---|---|---|---|---|
| 1.4.4 | Metal parts and fasteners | | | |
| 1.5.1 | Armrests | | | |
| 1.5.2 | Armrest pads | | | |
| 1.5.3 | Base | | | |
| 1.5.4 | Casters | | | |
| 1.6.1 | Load capacity | | | |
| 1.6.2 | Strength and stability | | | |
| 1.6.3 | Fire safety | | | |
| **Part C: Supplier Qualifications, Delivery and After-Sales Support** | | | | |
| C1 | Manufacturer's authorisation | | | |
| C2 | Local service and spares | | | |
| C3 | Warranty | | | |
| C4 | Delivery and assembly | | | |
| C5 | Cleaning and care guidance | | | |
| C6 | Quality and regulatory | | | |
| C7 | Documentation | | | |
| C8 | References (Optional) offers added advantage | | | |

## Annex 2: Supplier Submission Checklist

Bidders must tick each document included in the bid. Incomplete bids may be rejected.

**Zomba Central Hospital**

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

| No. | Document | Included (Y/N) | Page / remarks |
|---|---|---|---|
| 1 | Completed Price Schedule (Part D), signed and dated, with currency and VAT / duties stated | | |
| 2 | Completed Compliance Matrix (Annex 1), Part B and Part C, with make and model stated | | |
| 3 | Colour pictures of the chair offered (front, side, rear, underside and base) | | |
| 4 | Manufacturer's factsheet or datasheet stating make and model | | |
| 5 | Upholstery chemical resistance test report (clause 1.2.4) | | |
| 6 | Hydrolysis resistance and abrasion test reports (clauses 1.2.5 and 1.2.6) | | |
| 7 | Gas cylinder (Class 4) test report, and chair strength and stability test report (clauses 1.4.1 and 1.6.2) | | |
| 8 | Upholstery colour swatch (and sample chair, if requested) | | |
| 9 | Manufacturer's authorisation or authorised distributor certificate (C1) | | |
| 10 | Local service and spares commitment, with contact details and response times (C2) | | |
| 11 | Warranty statement confirming clause C3, including disinfectant damage not voiding the warranty | | |
| 12 | ISO 9001 (or equivalent) certificate (C6) | | |
| 13 | Care and cleaning sheet (C5) and user manual (C7) | | |
| 14 | References, if offered (C8) | | |

# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

## SECTION D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the B 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*
4. *directly or indirectly, has a substantial economic interest in or receives substantial economic benefit from, a comp 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 o interest is through a trust, the trustee (s), beneficiaries, or anyone who controls the trust.*



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

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

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

Details of beneficial ownership

| **Identity of Beneficial Owner** | **Directly or indirectly holding 5% or more of the shares**<br>**(Yes / No)** | **Directly or indirectly holding 5 % or more of the Voting Rights**<br>**(Yes / No)** | **Directly or ind appoint a maj directors or ar the Bidder**<br>**(Yes / No)** |
|---|---|---|---|
| [include full name (last, middle, first), nationality, country of residence] | | | |

**OR**

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

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

**OR**

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

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

# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

Name of the Bidder: [insert **complete name of the Bidder**][1]
Name of the person duly authorized to sign the Bid on behalf of the Bidder: [insert **complete name of person duly authorized to sign the Bid**][2]

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

Signature of the person named above: _____

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

## SECTION E: EVALUATION OF QUOTATIONS:

1. Quotations will be evaluated to determine their compliance to technical specifications.
2. Quotations that are responsive, qualified and technically compliant will be ranked according to price. Compliant quotations shall meet the following conditions listed in the technical compliance sheet:
3. Award of contract will be made to the lowest evaluated quotation [*by item or by total*] through the issue of a Local Purchase Order.

Signed: …… Name……
Title/Position: ……

For and on behalf of the Procuring and Disposal Entity.

AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf 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.

# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

Company: _____

Date Stamp and to be signed by one with power of attorney

## GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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# Zomba Central Hospital

**Procurement Number: ZCH/RFQ/SWIVEL-CHAIRS/11/26/REVISED** **Date: 18th November,2026**

## 1. DEFINITIONS

"Contract" means a legally binding agreement between two or more parties formed by the mutual consent of the parties;

"Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

"Goods" means objects of every kind and description, including raw materials, products and equipment, and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services does not exceed the value of the goods themselves;

"Incidental Services" means those services ancillary to the supply of the Goods or performance of works and may include transportation, insurance, installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract;

"Services" means professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services;

"Works" means works associated with the construction, re-construction, demolition, repair or renovation of a building, road, structure ·or works, such as site preparation, excavation, erection, building, installation of equipment or materials, decoration and finishing, as well as services incidental to construction such as drilling, mapping, satellite photography, seismic investigations, and related services provided pursuant to a procurement contract, if the value of those services does not exceed that of the works themselves;

"Procuring and Disposal Entity" means a Government ministry, department, agency, any other public body or any subdivision thereof engaging in procurement or disposal of public assets; and

"Supplier" means a natural, or legal person, who has entered into a procurement contract with a Procuring and Disposing Entity.

## 2. COUNTRY OF ORIGIN

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

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

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

## 3. STANDARDS

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

## 4. PATENT RIGHTS

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

## 5. INSPECTIONS AND TESTS

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

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

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

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

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

6. **PACKING**

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

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

7. **DELIVERY AND DOCUMENTS**

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

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

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

8. **INSURANCE**

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

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

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

*(a)* loss of or damage to the Works, Plant, and Materials;

*(b)* loss of or damage to Equipment;

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

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

## 9. TRANSPORTATION

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected. No restriction shall be placed on the choice of carrier.

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

## 10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

The Supplier shall not employ children. This is because it is economically exploitative, hazardous and interferes with the child's education; and is harmful to the child's health or physical, mental, spiritual, moral, or social development.

## 11. PROTECTION OF THE ENVIRONMENT

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

11.2 The Supplier shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

## 12. INCIDENTAL SERVICES

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

## 13. SPARE PARTS

If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including such spare parts as the Procuring and Disposing Entity may decide to purchase from the Supplier,

provided that this decision shall not relieve the Supplier of any warranty obligations under the Contract.

14. **WARRANTY**

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of Malawi.

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

14.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Procuring and Disposing Entity, unless specified otherwise in the Contract.

14.4 The Procuring and Disposing Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Procuring and Disposing Entity.

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

15. **PAYMENT**

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

15.2 The Procuring and Disposing Entity shall make payments within forty-five (45) days from the date of submission of an invoice or claim by the Supplier.

15.3 The currency of payments shall be Malawi Kwacha unless otherwise stated in the contract.

16. **PRICES**

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

17. **CONTRACT AMENDMENTS**

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

18. **ASSIGNMENT**

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

19. **DELAYS IN THE SUPPLIER'S PERFORMANCE**

19.1 Delivery of goods and/or performance of works or services shall be completed by the Supplier in accordance with the time schedule prescribed in the contract.

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

19.3 Except as provided under clause 22, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to clause 20, unless an extension of time is agreed upon pursuant to clause 17.

20. **LIQUIDATED DAMAGES**

20.1 If the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, the Procuring and Disposing Entity may, without prejudice to other remedies under the Contract, deduct from the Contract Price as liquidated damages, a percentage of the price of the delayed goods or unperformed works or services for each week or part thereof of delay until actual delivery or performance.

20.2 Once the maximum is reached, the Procuring and Disposing Entity may consider termination of the Contract pursuant to clause 21.

21. **TERMINATION FOR DEFAULT**

21.1 The Procuring and Disposing Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part
—

*(a)* if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring and Disposing Entity pursuant to clause 17;

*(b)* if the Supplier fails to perform any other obligation(s) under the Contract; and

*(c)* if the Supplier, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

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

21.3 For the purpose of this Clause—

"Coercive practices" mean practices intended at harming or threatening to harm, directly or indirectly, a person or a person's asset, to influence that person's participation in a procurement or disposal proceeding, or effect the execution of a procurement or disposal contract;

"Collusive practice" means a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Procuring and Disposing Entity, designed to establish prices at artificial, non-competitive levels;

"Corrupt practice" has the meaning ascribed to the term by the Corrupt Practices Act (Cap 7:04 of the Laws of Malawi);

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; and

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

**FORCE MAJEURE**

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

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

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

22. **TERMINATION FOR CONVENIENCE**

23.1 The Procuring and Disposing Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing 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.

23.2 The Procuring and Disposing Entity shall accept goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods, the Procuring and Disposing Entity may decide—

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

*(b)* to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

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

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

23. **SETTLEMENT OF DISPUTES**

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

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party shall give notice to the other party of its intention to

commence arbitration proceedings as to the matter in dispute. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

24.3 Arbitration shall be conducted in accordance with the rules of procedure contained in the Arbitration Act (Cap 6:03 of the Laws of Malawi).

24.4Notwithstanding any reference to arbitration herein—

*(a)* the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

*(b)* the Procuring and Disposing Entity shall pay the Supplier any monies due.

## 24. LIMITATION OF LIABILITY

25.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 4: yd zswzxCXN3JK—

*(a)* the Supplier shall not be liable to Procuring and Disposing 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 and Disposing Entity; and

*(b)* the aggregate liability of the Supplier to the Procuring and Disposing 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.

## 25. GOVERNING LANGUAGE

The Governing Language **shall be English**.

## 26. APPLICABLE LAW

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

## 27. NOTICES

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

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

## 28. TAXES AND DUTIES

A Supplier shall be entirely responsible for all taxes, duties, license fees, and such levies incurred until delivery of the contracted goods to the Procuring and Disposing Entity or performance of the works or services.