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/KETONE/METER/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 **Dual Blood Ketone and Blood Glucose Test meter.**
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]*

Signature: _____ Name: _____

Zomba Central Hospital

Procurement Number: ZCH/RFQ/KETONE/METER/11/26/REVISED **Date: 18th November,2026**

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.	Dual Blood Ketone and Blood Glucose test meter **Specifications attached page below:**	Each		2		
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/KETONE/METER/11/26/REVISED **Date: 18th November,2026**

Specifications: Handheld Blood Glucose and Ketone Meter

1. Introduction and purpose

Zomba Central Hospital (ZCH), a 660-bed tertiary referral hospital in Zomba, Malawi, invites quotations for handheld point-of-care meters that measure both blood glucose and blood β-ketone (β-hydroxybutyrate), together with matching test strips, control solutions and lancets.

The system will be used at the bedside on the medical wards and other inpatient areas to monitor patients with diabetes and with suspected or established diabetic ketoacidosis (DKA). It supports monitoring and treatment decisions; it does not replace laboratory confirmation.

This specification is brand-neutral. Products that meet or exceed every requirement will be considered equivalent. Bidders must state the brand, model and country of manufacture of everything offered.

The system must be a professional-use hospital point-of-care system. Meters sold or labelled for personal use or self-testing only will not be considered.

2. Items to be supplied

Bidders must quote every line below. For test strips, bidders must state the number of strips per pack and quote the price per pack; ZCH will decide the final strip quantities after the quotations are received.

No.	Item	Description	Unit	Quantity
1	Glucose and ketone meter	Handheld dual-function meter with spare batteries and English operator manual; bidder to list any other accessories supplied	Each	2
2	Blood glucose test strips	Dedicated strips for the meter offered, individually foil-wrapped	Pack (state strips per pack)	To be decided after quotations
3	Blood β-ketone test strips	Dedicated strips for the meter offered, individually foil-wrapped	Pack (state strips per pack)	To be decided after quotations
4	Glucose control solution	Two levels (low and high)	Set	2
5	Ketone control solution	Two levels where available (state levels offered)	Set	3
6	Lancets	Sterile, single-use safety lancets with the lancing mechanism built in (auto-retracting or auto-disabling); no separate lancing device	Each or pack (quote both; state count per pack)	300 lancets

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3. Technical specification: meter

The meter must meet every minimum below. Bidders must state the value offered for each line in the compliance column.

No.	Parameter	Minimum requirement	Bidder compliance (state value offered)
3.1	Function	One handheld meter that measures both blood glucose and blood β-ketone (β-hydroxybutyrate), using separate dedicated strips for each test	
3.2	Intended use	In vitro diagnostic device labelled by the manufacturer for professional point-of-care use in hospitals on multiple patients. Meters for personal use or self-testing only will not be considered	
3.3	Glucose measuring range	At least 1.1 to 27.8 mmol/L, with clear LO and HI flags outside the range	
3.4	Ketone measuring range	At least 0.1 to 7.0 mmol/L (range 0.0 to 8.0mmol/L is acceptable)	
3.5	Test time	Glucose: 6 seconds or less. Ketone: 10 seconds or less	
3.6	Sample volume	Glucose: 1.2 µL or less. Ketone: 1.5 µL or less	
3.7	Sample type	Glucose and ketone must both be validated on capillary and venous whole blood (not fingertip-only). Bidder to state any other sample types validated (arterial, neonatal heel-prick)	
3.8	Haematocrit range	At least 15% to 65% for glucose; **bidder to state the range for ketone**	
3.9	Coding	No manual coding or code chip	
3.10	Units	mmol/L (mg/dl is also acceptable)	
3.11	Display	Large, high-contrast display with clear numerals, readable in ward lighting; distinct on-screen symbol showing whether a glucose or ketone test is running	
3.12	Memory	At least 400 time-stamped results (patient and control tests combined), with glucose and ketone results clearly distinguished	
3.13	Control solution tests	Meter must recognise control solution tests and keep them separate from patient results	

No.	Parameter	Minimum requirement	Bidder compliance (state value offered)
3.14	Data transfer	A way to download results to a PC (desirable); bidder to state the method and any software needed	
3.15	Indicators	Low-battery indicator; clear error messages; strip-ready and sample-detected prompts	
3.16	Size and weight	Pocket-sized and lightweight; bidder to state dimensions and weight	
3.17	Included accessories	Operator manual in English and spare batteries; bidder to list any other accessories supplied (carry case, data cable)	

4. Technical specification: test strips, controls and lancets

Strips and controls must work only with the meter offered, and the bidder must guarantee continued supply of them (see section 8).

No.	Item	Minimum requirement	Bidder compliance (state value offered)
4.1	Glucose strips: packaging	Strips either individually foil-wrapped or supplied in a sealed vial with desiccant; bidder to state which, and the open-vial stability	
4.2	Glucose strips: performance	No coding; sample volume 1.2 µL or less; the meter must not report a result unless enough blood has been applied (fill detection); sample application method and any re-application time stated	
4.3	Ketone strips: method	Measures β-hydroxybutyrate (not urine ketones or acetoacetate)	
4.4	Ketone strips: performance	No coding; sample volume 1.5 µL or less; result in 10 seconds or less; the meter must not report a result unless enough blood has been applied (fill detection); sample application method and any re-application time stated	
4.5	Ketone strips: packaging	Strips either individually foil-wrapped or supplied in a sealed vial with desiccant; bidder to state which, and the open-vial stability	

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No.	Item	Minimum requirement	Bidder compliance (state value offered)
4.6	Shelf life	Bidder to state total shelf life and open-pack stability. At least 12 months must remain at the time of delivery to ZCH. Ketone testing will be less frequent than glucose testing, so offer pack sizes that avoid wasting strips once a vial is opened	
4.7	Storage conditions	Bidder to state the storage temperature range for strips and control solutions (see section 6)	
4.8	Control solutions	Glucose control at low and high levels, and ketone control; each with stated target ranges and expiry after opening	
4.9	Lancets	Sterile, single-use safety lancets with the lancing mechanism built in (auto-retracting or auto-disabling), so no separate lancing device is needed; gauge and depth stated	
4.10	Pack sizes	Bidder to state strips per pack and price per pack. Lancets must be priced both per each and per pack, with the count per pack stated	

5. Quality, regulatory and accuracy requirements

Bidders must submit evidence for each requirement below with the quotation.

- **Accuracy:** the glucose system must meet ISO 15197:2013, or the CLSI POCT12-A3 or US FDA guidance for hospital point-of-care glucose meters. Submit the accuracy study report or manufacturer declaration, and state the ketone accuracy data available.
- **Regulatory approval:** CE marking, US FDA clearance or WHO prequalification (or equivalent stringent-authority approval) for the meter and both strip types.
- **Local registration:** the product must be registered with, or eligible for import under, the Pharmacy and Medicines Regulatory Authority (PMRA) in Malawi. State registration status.
- **Manufacturer quality system:** valid ISO 13485 certificate for the manufacturer.
- **Hospital use and infection control:** the manufacturer must provide validated cleaning and disinfection instructions for use between patients, naming the disinfectant wipes or solutions the meter housing tolerates. ZCH cleans equipment often and with strong disinfectants.
- **Interferences:** supply the manufacturer's list of known interfering substances and conditions (for example high-dose vitamin C, paracetamol, and extreme haematocrit).
- **Intended-use statement:** the manufacturer's instructions must state clearly whether the ketone result is for monitoring or for diagnosis, and bidders must supply it unedited.

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6. Power, durability and operating conditions

The meter must work through ZCH's frequent, unpredictable power cuts and survive daily ward use, so it must run entirely on ordinary replaceable batteries with no mains charger needed.

No.	Parameter	Minimum requirement	Bidder compliance (state value offered)
6.1	Power source	Standard, commercially available replaceable batteries (state type and number). No built-in battery that cannot be replaced, and no mains dependence	
6.2	Battery life	At least 1,000 tests per set of batteries; state the figure claimed	
6.3	Spare batteries	One spare set supplied with each meter	
6.4	Operating temperature and humidity	Bidder to state the ranges. The meter must perform within specification at typical Zomba ward temperatures, including hot-season conditions	
6.5	Strip and control storage	Bidder to state the range. Storage up to 30 °C without refrigeration is required	
6.6	Robustness	Withstands routine handling and accidental drops from bedside height; bidder to state any drop-test data	
6.7	Service life	Expected meter life of at least 3 years in daily hospital use; bidder to state	

7. Documents bidders must submit

A quotation without the items below may be rejected as non-responsive.

1. **Brand, model and origin:** state the brand, model, manufacturer and country of manufacture of the meter, each strip type, the control solutions and the lancets.
2. **Pictures:** clear colour pictures of the meter, the strips, their packaging and the carry case.
3. **Factsheet:** the manufacturer's datasheet or factsheet for the meter and for each strip type, showing the performance claims quoted in sections 3 and 4.
4. **Compliance table:** the compliance sheet in section 10 completed in full, and sections 3, 4 and 6 completed line by line, stating the value offered. "Complies" alone is not accepted.
5. **Operator manual:** the English operator manual and the cleaning and disinfection instructions.
6. **References:** at least two hospitals or health programmes in the region that have used the offered system, with contact details.

8. Delivery, warranty, training and after-sales support

- **Delivery:** to Zomba Central Hospital, Zomba, Malawi. State a realistic delivery time in weeks from order, allowing for import and customs clearance. Strips must arrive with at least 12 months of shelf life remaining.

- **Warranty:** at least 12 months on each meter, covering free repair or replacement of faulty units. State the warranty terms and the return process.
- **Training:** the supplier trains ZCH nurses, clinicians and laboratory staff on testing, quality control with control solutions, cleaning and troubleshooting, with a written quick-reference guide.
- **Consumables supply:** the bidder guarantees continued supply of strips, control solutions and lancets for at least 3 years, and states how stock reaches Zomba, including any local agent or stockist.
- **After-sales support:** name a contact in Malawi or the region for faults and technical queries, with a stated response time.
- **Safety notices:** the supplier informs ZCH promptly of any manufacturer recall or field safety notice affecting the products supplied.

9. Pricing, quotation validity and payment terms

- **Itemised prices:** quote each line in section 2 separately. For strips, give the number of strips per pack and the price per pack. Lancets must be priced both per each and per pack, with the count per pack stated.
- **Currency and basis:** state the currency. Prices must include delivery to ZCH and any duties, with taxes shown separately.
- **Validity:** the quotation must stay valid for at least 90 days, with prices firm for that period.
- **Lead time:** state the delivery time in weeks, as in section 8.
- **Payment terms:** state the payment terms assumed in the quotation.
- **Alternatives:** an alternative offer may be submitted in addition to the compliant offer, clearly marked, but it will be assessed only if it meets every minimum requirement.

10. Bidder compliance sheet

Bidders must complete this sheet in full and return it with the quotation. For each line, state Yes or No, give the value or detail offered, and say where the supporting evidence is in the submitted documents. "Complies" alone, or a blank line, is not accepted. Where sections 3, 4 and 6 have their own compliance column, the values entered there and here must match. Items in sections 5, 8 and 9 are numbered here in the order they are listed in those sections.

10.1 Bidder and product details

Item	Bidder to complete
Company name and registered address	
Contact person, phone and email	
Quotation reference and date	
Meter: brand, model, manufacturer, country of manufacture	
Glucose strips: brand, model, strips per pack	
Ketone strips: brand, model, strips per pack	
Control solutions: brand, levels offered, tests per vial	
Lancets: brand, model, gauge, count per pack	
Local agent or stockist in Malawi or the region (name and contact)	

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Item	Bidder to complete
Currently supplied in Malawi? (Yes or No; PMRA registration status)	

10.2 Line-by-line compliance

Ref	Requirement (summary)	Complies (Yes or No)	Value or detail offered	Evidence (document and page)
3.1	One handheld meter for glucose and β-ketone, separate dedicated strips			
3.2	Labelled for professional hospital use on multiple patients; not personal-use only			
3.3	Glucose range at least 1.1 to 27.8 mmol/L, LO and HI flags			
3.4	Ketone range at least 0.1 to 7.0 mmol/L			
3.5	Test time: glucose 6 s or less; ketone 10 s or less			
3.6	Sample volume: glucose 1.2 µL or less; ketone 1.5 µL or less			
3.7	Glucose and ketone validated on capillary and venous whole blood			
3.8	Haematocrit range at least 15% to 65% (glucose); **state for ketone**			
3.9	No manual coding or code chip			
3.10	Units: mmol/L or mg/dl			
3.11	Large, high-contrast display; symbol showing glucose or ketone test			
3.12	Memory at least 400 time-stamped results, glucose and ketone distinguished			
3.13	Recognises control tests and keeps them separate from patient results			
3.14	Way to download results to a PC (desirable); state method and software			
3.15	Low-battery indicator, clear error messages, strip-ready and sample-detected prompts			
3.16	Pocket-sized and lightweight; state dimensions and weight			
3.17	English operator manual and spare batteries; list other accessories			
4.1	Glucose strips: foil-wrapped or sealed vial with desiccant; open-vial stability			

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Ref	Requirement (summary)	Complies (Yes or No)	Value or detail offered	Evidence (document and page)
4.2	Glucose strips: no coding, 1.2 µL or less, fill detection, application method			
4.3	Ketone strips measure β-hydroxybutyrate			
4.4	Ketone strips: no coding, 1.5 µL or less, 10 s or less, fill detection			
4.5	Ketone strips: foil-wrapped or sealed vial with desiccant; open-vial stability			
4.6	Shelf life stated; at least 12 months remaining at delivery; suitable pack sizes			
4.7	Storage temperature range for strips and controls stated			
4.8	Control solutions: glucose low and high; ketone; ranges and expiry after opening			
4.9	Lancets: sterile, single-use safety type with built-in mechanism; gauge and depth			
4.10	Strips per pack and price per pack stated; lancets priced per each and per pack			
5.1	Accuracy: ISO 15197:2013, or CLSI POCT12-A3 or US FDA hospital guidance; ketone accuracy data			
5.2	Regulatory approval for meter and both strip types (CE, FDA, WHO PQ or equivalent)			
5.5	Validated cleaning and disinfection instructions for use between patients			
5.6	Manufacturer list of known interfering substances and conditions			
5.7	Intended-use statement on ketone result (monitoring or diagnosis), unedited			
6.1	Standard replaceable batteries (type and number); no mains dependence			
6.2	Battery life at least 1,000 tests per set			
6.3	One spare battery set supplied with each meter			
6.4	Operating temperature and humidity ranges stated; suits Zomba ward conditions			
6.5	Strip and control storage up to 30 °C without refrigeration			

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Ref	Requirement (summary)	Complies (Yes or No)	Value or detail offered	Evidence (document and page)
6.6	Withstands routine handling and bedside-height drops; drop-test data if any			
6.7	Expected meter life at least 3 years in daily hospital use			
7.1	Brand, model, manufacturer and country of origin of every item			
7.2	Colour pictures of meter, strips, packaging			
7.3	Manufacturer datasheet or factsheet for meter and each strip type			
7.4	This compliance sheet and the section 3, 4 and 6 tables completed			
7.5	English operator manual and cleaning and disinfection instructions			
7.7	Manufacturer authorisation letter or proof of authorised distributor			
7.8	At least two references (hospitals or programmes in the region)			
8.1	Delivery to ZCH; realistic time in weeks; strips with at least 12 months of shelf life			
8.2	Warranty at least 24 months on each meter; terms and returns process			
8.3	Training of ZCH staff, with written quick-reference guide			
8.4	Supply of strips, controls and lancets guaranteed for at least 3 years; supply route stated			
8.5	After-sales contact in Malawi or the region, with response time			
8.6	Prompt notice of any recall or field safety notice			
9.1	Each line in section 2 priced separately; strips per pack and price per pack; lancets per each			
9.3	Quotation valid at least 90 days; prices firm for that period			
9.4	Delivery lead time in weeks			
9.5	Payment terms assumed			
9.6	Any alternative offer clearly marked			

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10.3 Declaration

Item	Bidder to complete
Name and title of authorised signatory	
Signature	
Date	
Company stamp	

SECTION D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

Date: **[insert date]**

Zomba Central Hospital

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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** **(Yes / No)**	**Directly or indirectly holding 5 % or more of the Voting Rights** **(Yes / No)**	**Directly or ind appoint a maj directors or ar the Bidder** **(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.

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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.

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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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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

Procurement Number: ZCH/RFQ/KETONE/METER/11/26/REVISED **Date: 18th November,2026**

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.